

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, December 19, 2023, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

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

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

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

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-150 RECOGNIZING THE
 ACCOMPLISHMENTS OF DEBRA MELCHERT, TINLEY PARK
 VOLUNTEER, UPON HER RETIREMENT - **President Glotz**

ACTION: Discussion: This Resolution recognizes Deb Melchert for her years of dedicated
 volunteerism to the Village of Tinley Park upon retirement. **This Resolution is**
 eligible for adoption.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER RELEASE OF LETTER OF CREDIT #2015-1619 ISSUED BY MARQUETTE BANK AND CONDITIONAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR BROOKSIDE MEADOWS PHASE 2 - CRANA HOMES IN THE AMOUNT OF \$219,240.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-160 APPROVING A CONTRACT WITH FIRE RECOVERY USA FOR EMERGENCY RESPONSE REIMBURSEMENT.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-154 APPROVING AN EMPLOYEE LEASING AGREEMENT WITH GOVTEMPS FOR A FINANCE CONSULTANT.
- D. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,754,218.35 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 8 AND 15, 2023.

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

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-080 APPROVING A PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 17348 SOUTH 66TH COURT - **Trustee Brady**

ACTION: Discussion: This Ordinance approves the purchase of the property located at 17348 South 66th Court in the amount of \$265,000. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-081 GRANTING VARIATIONS FOR A FREESTANDING SIGN TO ADVOCATE OUTPATIENT CENTER AT 18210 LA GRANGE ROAD - **Trustee Mahoney**

ACTION: Discussion: The Petitioner is requesting Variations to permit replacement of a freestanding sign in the B-3 (General Business & Commercial) zoning district. The Plan Commission held a Public Hearing on December 7, 2023, and voted 5-0 to recommend approval of the requested Variations, in accordance with the plans and Findings of Fact as listed in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-082 ESTABLISHING A ONE DAY OF PAID LEAVE POLICY FOR PART-TIME EMPLOYEES - **Trustee Brady**

ACTION: Discussion: This Ordinance establishes a One Day of Paid Leave Policy for all Village part-time employees effective January 1, 2024. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-083 AMENDING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2024 - **Trustee Brady**

ACTION: Discussion: This Ordinance amends the established pay scales for Appendix B and Appendix C beginning May 1, 2023, and ending April 30, 2024. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-067 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2023 TAX LEVY YEAR - **Trustee Shaw**

ACTION: Discussion: The property tax levy request for 2023 will be in the total amount of \$30,484,487. This amount is unchanged for both the Village and Library from the prior year’s levy requests. Since the overall levy increase is less than 5% of the prior year’s extended levy, publication of a Truth in Taxation notice and Public Hearing are not required. The proposed 2023 levy was discussed with the Village Board at the Committee of the Whole meeting on November 21, 2023, and the Library Board on November 30, 2023. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-068 ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013, IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS AS AMENDED BY THE “CERTIFICATE OF REDUCTION OF TAXES HERETOFORE LEVIED FOR THE PAYMENT OF BONDS” DATED DECEMBER 2, 2021 - **Trustee Shaw**

ACTION: Discussion: The 2023 tax levy requirement for this bond issue is established at \$740,250, and the Village is in a position to abate \$423,023.26 of this levy from the following sources and amounts:

Abatement Funding Source	Amount
Hotel/Motel Tax Debt Service Reserve	\$296,100.00
Sewer Fund	\$105,744.71
Stormwater Management Fund	\$ 13,228.27
New Bremen TIF District Fund	\$ 7,950.28

The net levy for this bond issue will be \$317,226.74. This abatement item was provided at the Committee of the Whole meeting held on November 21, 2023.

This Ordinance is eligible for adoption.

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-069 ABATING ALL OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$8,940,000 GENERAL OBLIGATION BONDS, SERIES 2021A OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **Trustee Shaw**

ACTION: Discussion: This ordinance abates all \$745,400 of the 2023 Tax Levy requirements for the Series 2021A bonds as contained in both the “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B” and the “Direction for Abatement of Taxes” dated December 2, 2021, in connection with the issuance of the \$8,940,000 General Obligation Bonds, Series 2021A (“Series 2021A bonds”). The bond issue supports infrastructure improvements for the Village Water and Sewer system and the abated debt service will be paid by the utility revenues of those funds. This abatement item was provided at the Committee of the Whole meeting held on November 21, 2023. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-070 ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$5,965,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **Trustee Shaw**

ACTION: Discussion: This ordinance abates a portion of the 2023 Tax Levy requirements for the Series 2021B bonds as contained in both the “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B” and the “Direction for Abatement of Taxes” dated December 2, 2021, in connection with the issuance of the \$5,965,000 Taxable General Obligation Refunding Bonds, Series 2021B (“Series 2021B bonds”). This ordinance abates \$164,976.74 of the 2023 Tax Levy requirements of \$197,750.00 for the Series 2021B bonds, leaving \$32,733.26 as the remaining 2023 Tax Levy amount. Combined, the abatement directions provided within ordinances 2023-O-068 and 2023-O-070 leave a net total debt service levy for the Village of Tinley Park of \$350,000 (excluding the Tinley Park Public Library), which has remained unchanged since Tax Year 2009. The sources and amounts of the funds to support this abatement are as follows:

Abatement Funding Source	Amount
Hotel Tax Debt Service Reserve	\$79,100.00
Surtax Capital Projects Fund	\$51,970.52
Sewer Fund	\$28,248.58
Stormwater Management Fund	\$ 3533.80
New Bremen TIF District	\$ 2,123.84

This abatement item was provided at the Committee of the Whole meeting held on November 21, 2023. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-071 ABATING A PORTION OF THE TAX YEAR 2023 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, WILL COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER) - **Trustee Shaw**

ACTION: Discussion: In July 2017, the Village of Tinley Park entered into agreements with Elementary School District 159, Rich Township High School District 227, and The Harp Group, Inc. related to the hotel property located at 18501 Convention Center Drive and attached to the Village’s Convention Center facility. The Harp Group purchased the hotel property and requested assistance with regard to the significant property tax bill for this location. Under these agreements, the three (3) governments (Village, 159 and 227) will abate 50% of the respective government’s property taxes extended for the property for a period of ten (10) years, or a cumulative and collective \$4 million in abatement, whichever comes first. This Ordinance represents the sixth year of abatement, and a copy of the Ordinance will be filed with the Cook County Clerk. The two (2) school districts will provide similar direction for their respective abatement's to the Cook County Clerk. This abatement item was provided at the Committee of the Whole meeting held November 21, 2023. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-084 AMENDING TITLE XII CHAPTER 77 SECTION 10 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “PEDESTRIANS SOLICITING RIDES” - **Trustee Brennan**

ACTION: Discussion: To comply with Illinois State Statutes an amendment to the Tinley Park Municipal Code entitled “PEDESTRIANS SOLICITING RIDES” is being requested. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-086 AMENDING TITLE XI, CHAPTER 116, SECTION 116.09 OF THE TINLEY PARK MUNICIPAL CODE REGARDING MAXIMUM STAY LENGTHS FOR HOTELS AND MOTELS - **Trustee Brady**

ACTION: Discussion: This Ordinance clarifies penalties for any person, firm or corporation who violates the maximum stay length for hotels and motels. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-087 RATIFYING A POLICY REGARDING UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY PARK, ILLINOIS - **President Glotz**

ACTION: Discussion: On December 7, 2023, Mayor Glotz and Clerk O'Connor signed an Executive Order delegating authority to the Police Chief to implement a policy regarding unscheduled intercity buses to protect the health, welfare, and safety of the passengers and the community. This ordinance adopts and ratifies the Order and policy. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-088 ADOPTING AND RATIFYING RULES AND REGULATIONS REGARDING UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY PARK, ILLINOIS - **President Glotz**

ACTION: Discussion: On December 15th, 2023, Mayor Glotz and Clerk O'Connor signed an Executive Order delegating authority to the Police Chief to implement a policy establishing rules and regulations for unscheduled intercity buses to protect the health, welfare, and safety of the passengers and the community. This ordinance adopts and ratifies the Order and policy. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-155 APPROVING AN AGREEMENT WITH TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE - **Trustee Mueller**

ACTION: Discussion: Staff seeks approval of the amended Professional Services Agreement (PSA) with Tria Architects, Inc. Original PSA required insurance adjustments as shown in current draft and are agreed upon by both parties' legal representation.

Consider appending an agreement with Tria Architecture, Inc. This item was discussed at the Committee of the Whole Meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-156 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR PROFESSIONAL SERVICES FOR TRAFFIC SIGNALS AT 80TH AVENUE AND TIMBER DRIVE - **Trustee Mueller**

ACTION: Discussion: Currently there are no traffic signals located at the intersection of 80th Avenue and Timber Drive. The Village has pursued the installation of traffic signals at this intersection in the past; however, the plans were not prepared with the signals being interconnected with the railroad crossing signals which is a requirement of the Illinois Commerce Commission (ICC) for approval nor was an Intersection Design Study (IDS) prepared which is also a ICC approval requirement due to the intersection's close proximity to the crossing.

Consider awarding a contract to Robinson Engineering, Ltd. in the amount of \$120,000. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #20

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-157 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS - CONSTRUCTION ENGINEERING SERVICES CONTRACT - **Trustee Mueller**

ACTION: Discussion: The Village utilized the Illinois Department of Transportation’s (IDOT) QBS (Qualifications-Based Selection) process in selecting the Engineering Consultant to assist with the design, cost estimate, Bidding Services and Construction Oversight for the Helipad Aircraft Pavement Improvement project. Primera’s Professional Construction Engineering Services includes shop drawing reviews, preparation of supplementary sketches and cost estimates, material certifications, preparing record drawings, pre-construction conference organization, daily construction observation, field testing, final inspection and preparation and providing Public Works periodic project reports.

COMMENTS: Consider awarding a 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. **This Resolution is eligible for adoption.**

ITEM #21

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-158 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR HELIPAD IMPROVEMENTS PER INTERGOVERNMENTAL AGREEMENT FOR PROJECT TF8-5050 - LOCAL SHARE PAYMENT APPROVAL - **Trustee Mueller**

ACTION: Discussion: The Village entered into an Intergovernmental Agreement (IGA) for Project TF8-5050 with the Illinois Department of Transportation (IDOT) - Rebuild Illinois Airport Capital Improvement Program that was approved by IDOT. The Village is required to pay the Local Share amount of \$239,038.74 which is 20% of the overall cost of the project.

COMMENTS: Consider approving an agreement with the Illinois Department of Transportation in the amount of \$239,038.74. This item was discussed at the Committee of the Whole Meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #22

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-159 PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK - **President Glotz**

ACTION: Discussion: This Resolution would allow the necessary approvals for Santa Claus to land in Tinley Park as often as deemed appropriate. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #23

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #24

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #25

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #26

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 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 DECEMBER 5, 2023**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on December 5, 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.

Clerk O'Connor called the roll. Present and responding to roll call were the following:

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

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

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to approve and place on file the minutes of the regular Village Board Meeting held on November 21, 2023. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this Clerk O'Connor performed a swearing in ceremony for the following Firefighters:

- Kyle Sellers
- Daniel Vamvakas
- Michael Scaccia
- Alexander Lesiak

Motion was made by Trustee Brennan, seconded by Trustee Shaw to appoint **THE FOLLOWING COMMISSIONERS FOR THE 2024 FISCAL YEAR.**

Advisory Commission on Labor and Development:

- Frank DiGiovanni, Co-Chair
- Demetrius Dicharia, Commissioner

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

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to appoint **JAIME DAVILA TO THE POSITION OF HELPDESK COORDINATOR**. Jaime has (5) five years of related experience in Information Technology and is skilled in providing complete infrastructure service to protect data including storage, backup, and disaster recovery, as well as experience working in various office environments managing daily operations. He has previously worked for the Village's Information Technology Department supporting the IT Helpdesk as a contracted employee where he demonstrated excellent customer service skills, aptitude for technology, and was very detail oriented. Jaime is highly recommended for appointment to the Helpdesk Coordinator position. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- A. CONSIDER ADOPTING RESOLUTION 2023-R-149 AUTHORIZING THE 2024 REGULAR MEETINGS SCHEDULE FOR THE PRESIDENT AND BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-153 APPROVING THE ANNUAL MAINTENANCE AGREEMENT WITH IMAGING SYSTEMS INC., FOR HYLAND ONBASE DOCUMENT AND AGENDA MANAGEMENT IN THE AMOUNT OF \$29,086.33.
- C. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,283,705.10 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED NOVEMBER 24 AND DECEMBER 1, 2023.

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

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **ORDINANCE 2023-O-079 APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND KELLY MARMO AND MICHAEL BECHSTEIN, FOR THE PURCHASE OF PROPERTY LOCATED AT 17366-17368 68TH COURT IN TINLEY PARK, ILLINOIS**. This ordinance approves the purchase of property located at 17366-17368 68th Court in the amount of \$345,000. This item was discussed at the Committee of the Whole held prior to this meeting.

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

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2023-R-151 AUTHORIZING A CONTRACT WITH THE LAKOTA GROUP FOR COMPREHENSIVE PLANNING PROFESSIONAL SERVICES IN AN AMOUNT OF \$250,026**.

This Resolution authorizes the execution of a contract with The Lakota Group to complete a Comprehensive Plan for the Village over an 18 to 24-month period. This item was discussed at the Committee of the Whole prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **ORDINANCE 2023-O-055 APPROVING THE IMPLEMENTATION OF A REAL ESTATE TRANSFER STAMP REQUIREMENT**. The proposed Resolution authorizes the establishment of a real estate transfer stamp within the Village of Tinley Park to regulate all property transfers at no cost to sellers or purchasers. This Ordinance will be in full force and effect on January 1, 2025, or soon after based upon the implementation of Community Development Enterprise Resource Planning Software. This item was discussed at the Committee of the Whole on September 19, 2023, and the Village Board on October 3, 2023. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Shaw to adopt and place on file **ORDINANCE 2023-O-078 GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT (PUD) SUBSTANTIAL DEVIATION TO PEOPLE ANIMAL WELFARE SOCIETY (P.A.W.S.) OF TINLEY PARK AT 8301 191ST STREET**. The Petitioner will install an electronic message center sign exceeding the maximum allowable size in the R-5 PD (Low Density Residential, Brookside Glen PUD) Zoning District. The Plan Commission held a Public Hearing on November 16, 2023, and voted 7-0 to recommend approval of the Special Use with the recommended conditions, plans, and Findings of Fact as noted in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2023-R-152 AUTHORIZING A GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM CONTRACT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND MUNICIPAL GIS PARTNERS, INCORPORATED**. The renewal agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP) is to provide Geographic Information System services to the Village. The cost for the calendar year 2024 period will be \$230,044.32. This renewal term shall commence on January 1, 2024, and remain in effect until December 31, 2024. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public. This item was discussed at the Committee of the Whole prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

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

Trustee Brady announced that Thursday, December 7, is the 82nd anniversary of Pearl Harbor and asked that we remember all those who perished in this event and World War II.

Trustee Sullivan congratulated Marketing, Public Works, and Public Safety staff for a successful Holiday Market Event this past weekend.

Trustee Shaw concurred with Trustee Sullivan and stated the Holiday Market was a great event. He also sent condolences to the family and friends of long time Tinley Park resident Bernadette Bosco who passed away this week.

Mayor Glotz thanked Deputy Clerk Laura Godette for her hard work with FOIA. He then stated the Village and Library will not be increasing their tax this year. Other governmental agencies in the community will be raising their tax.

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

Segreant Chris Butler announced that this is the 28th year of the Tinley Wish program. Gift wrapping for the program will be held on Saturday, December 9th at 9 a.m. at the Police Department and the delivery of gifts will be December 16th starting at the Police Department.

Motion was made by Trustee Brennan, seconded by Trustee Shaw, at 7:15 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, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to adjourn the Village Board meeting at 7:25 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

APPROVED:

Village President

ATTEST:

Village Clerk

TINLEY PARK



RESOLUTION 2023-R-150

A Resolution Recognizing the Accomplishments of Debra Melchert, Tinley Park volunteer, upon her retirement

WHEREAS, Debra Melchert, who is known to friends and family as Deb, was born and raised in the Roseland neighborhood of Chicago. She married Robert Melchert in 1979 and together they raised two sons, Bob and Dan. They moved to Tinley Park in 1986; and

WHEREAS, Deb quickly grew to love the community and first got involved in volunteerism after a friend asked if she would help out at Darefest in 1993. When she did such a good job at the event, she was asked to join the D.A.R.E. Committee shortly thereafter; and

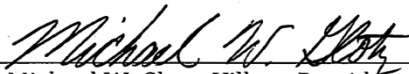
WHEREAS, it wasn't long before Reta Brudd, the former chairperson of the Community Resources Commission, then known as the Human Resources Commission, asked if Deb would be interested in joining, thus beginning a long and storied history of service to the community that has spanned decades; and

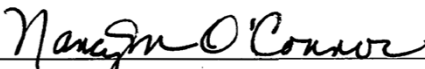
WHEREAS, through her work with the Community Resources Commission and later the Marketing Commission, Deb has been a very active volunteer who has helped out at numerous Village events throughout the years, including Holiday Happenings, the Irish Parade, the Downtown Tinley Boo Bash and the Tinley Park Block Party. She has been a member of the American Legion Auxiliary for 16 years and the Patriot Guard Riders for more than 20 years, and is a founding member of Post 615 Legion Riders; and

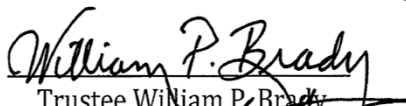
WHEREAS, the Village is eternally grateful for Deb's dedication to serving her community and wishes her nothing but the best in her retirement.

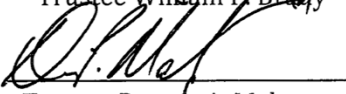
NOW, THEREFORE, BE IT RESOLVED, by the President, Clerk, and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that Debra Melchert be celebrated for her years of dedicated volunteerism to the Village of Tinley Park.


ADOPTED THIS 19th day of December, 2023.

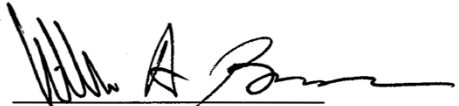

Michael W. Glotz, Village President

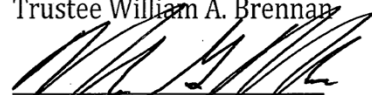

Nancy M. O'Connor, Village Clerk

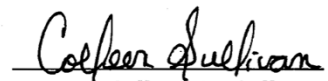

Trustee William P. Brady


Trustee Dennis A. Mahoney


Trustee Kenneth E. Shaw


Trustee William A. Brennan


Trustee Michael G. Mueller


Trustee Colleen M. Sullivan



Tinley Park
ILLINOIS
Public Works
Department

Director

John Urbanski, CPWP-M

Assistant Director

Colby Zemaitis, PE, CFM

Engineering Department

Darlene Milanowicz

Facilities Department**Superintendent**

Jimmy Quinn

Foreman

Dave Galati

Street Department**Superintendent**

Kelly Mulqueeny

Foreman

Steve Grossi

Steve Nemecek

Head Mechanic

Danny Quinn

Water Department**Superintendent**

Joe Fitzpatrick

Foreman

Ken Howard

Village Hall**Tinley Park Public Works****16250 Oak Park Ave.****Tinley Park, IL 60477****708-444-5500****Charles B. Powers****Public Works Garage****7980 183rd St.****Tinley Park, IL 60477****www.tinleypark.org****tpw@tinleypark.org**

Daniel Ritter, AICP
Community Development Director
16250 S. Oak Park Avenue
Tinley Park, IL 60477

RE: Brookside Meadows – Phase 2
Release of Letter of Credit (#2015-1619)

Mr. Ritter:

A final review was done on the public improvements that were installed for the above referenced development by Robinson Engineering, Ltd and a Final Acceptance Recommendation was issued to the Village on October 31, 2023. This acceptance letter recommended the Village approve the public improvements that were installed and that any remaining letter of credits be released.

With this release, the Developer will remain responsible for the maintenance of these improvements for one (1) year from the date of this letter. On November 30, 2024, the Village will take ownership and accept the responsibility for any and all public improvements in this subdivision.

If you have any questions or concerns, please let me know.

Thank you.

Sincerely,

Colby C. Zemaitis, PE, CFM
Assistant Public Works Director



Interoffice Memo

Date: December 13, 2023

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Select Vendor for Emergency Response Reimbursement Processing

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

Description:

Approve an agreement with Fire Recovery USA Fire Billing Solutions for the billing and processing of emergency response reimbursement.

Background:

On December 6th 2022 the Village board adopted an ordinance amending the Village's municipal code in order to allow the fire department reimbursement of costs incurred while responding to incidents that are typically covered by insurance policies.

As discussed in the November 11th 2022 committee of the whole meeting a billing company contracted by the Village will engage in the following activities:

1. Creating and accounting for the insured party and filing an invoice/claim with the insurance company based on the documented services received from the Fire Department.
2. Following up on the invoice/claim submitted.
3. Working back and forth (via email, mail, and phone) with insurance company and the assigned adjusters to substantiate charges.
4. Receiving notification from insurance company of the final approved payment amount.
5. Receiving payment from insurance and noting this in the insured party's account.
6. Invoicing non Tinley Park residents of any outstanding balance.
7. Providing payment to the Village of Tinley Park for monies received.
8. Tracking all outstanding accounts receivable.
9. Providing means for the Village to engage collection agency to collect overdue balances.

For the activities listed a billing company will charge a percentage based on the payments collected.

In order to identify a qualified billing company and to ensure competitive collection fees the Village issued a request for proposal in November of 2023. The RFP sought to identify a vendor capable of meeting the needs of the Village for a term of three years with the option for extending the agreement for an additional two years. Multiple billing companies were contacted and alerted to the RFP and the Village received one qualified proposal from Fire Recovery USA.

Fire Recovery USA is an industry leading cost recovery service with clients in 43 states and over 1700 cities. Fire Recovery USA has over 150 clients in Illinois including Orland Fire Protection District, Waukegan and Elgin. There is no direct cost for the Village to enter into the agreement with Fire Recovery USA, the cost for their services is 22% of gross collected revenue.

Budget/Finance:

There is no direct cost for the Village to enter into the agreement with Fire Recovery USA, the cost for their services is 22% of gross collected revenue.

Staff Direction Request:

Enter into a three (3) year agreement with two, one year optional extensions with Fire Recovery USA for emergency response reimbursement cost recovery services.

Attachments:

1. RFP Emergency Response Reimbursement
2. Fire Recovery USA Proposal



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

RESOLUTION
NO. 2023-R-160

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND FIRE RECOVERY USA FOR EMERGENCY REIMBURSEMENT COST
RECOVERY SERVICES**

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

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

RESOLUTION NO. 2023-R-160**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND FIRE RECOVERY USA FOR EMERGENCY REIMBURSEMENT COST RECOVERY SERVICES**

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

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH FIRE RECOVERY USA FOR EMERGENCY REIMBURSEMENT COST RECOVERY SERVICES

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-160, **“A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND FIRE RECOVERY USA FOR EMERGENCY REIMBURSEMENT COST RECOVERY SERVICES,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

 VILLAGE CLERK



VILLAGE OF TINLEY PARK, ILLINOIS

REQUEST FOR PROPOSAL (RFP)

RP TITLE: EMERGENCY RESPONSE REIMBURSEMENT

RESPONSE DUE DATE: November 17, 2023 10:30 AM

SUBMIT TO: VILLAGE OF TINLEY PARK
ATTN: CLERKS OFFICE IFB MOBILE LPR
16250 S. OAK PARK AVE.
TINLEY PARK, IL 60477

QUESTIONS & CORRESPONDENCE: clerksoffice@tinleypark.org

Contents

INTENT:.....	2
QUESTIONS & CORRESPONDENCE:	2
PROPOSAL SUBMITTAL:	2
SCHEDULE OF EVENTS:.....	3
CURRENT SETUP:	3
SCOPE OF PROJECT:.....	3
SOLICITATION PROCESS & PROCEDURES:	4
DETAILED REQUIREMENTS & SPECIFICATIONS	4
EXPECTED DELIVERABLES:	6
PROPOSAL SELECTION:.....	6
SPECIAL REQUIREMENTS:	7
PROPOSAL SHEET:	8
COMPANY PROFILE WORKSHEET:	9
APPENDIX A: GLOSSARY	10
APPENDIX B: REQUIREMENTS & SPECIFICATIONS	11
APPENDIX C: BILLING ORDINANCE	13

INTENT:

The Village of Tinley Park, (referred to hereafter as “the Village”) seeks proposals from qualified persons or firms interested in billing services for emergency response and hazardous material reimbursement compatible with existing Village systems and ordinances. The services will be procured during the Village of Tinley Park’s fiscal year 2024 for a period not to exceed three (3) years with two (2) optional (at the discretion of the Village) one (1) year extensions.

QUESTIONS & CORRESPONDENCE:

If you wish to receive correspondence regarding this RFP please register by sending an email to clerksoffice@tinleypark.org referencing the name of this RFP in the subject.

All questions concerning this RFP are to be submitted no less than three (3) business days prior to the response due date via email to clerksoffice@tinleypark.org. All questions must clearly identify this RFP by name in the subject, failure to format a question correspondence properly may result in no response from the Village. Answers and addendums will be provided via email to all registered respondents in a timely manner. To avoid ambiguity or confusion Appendix A contains a glossary of terms used within this RFP.

Communication regarding this RFP to any Village entity outside the method outlined above is explicitly forbidden and may result in nullification of respondent proposal.

PROPOSAL SUBMITTAL:

Sealed proposals must be received at the address provided below no later than 10:30 AM on November 17, 2023. Respondents must submit one (1) original proposal and two (2) additional copies in a single sealed envelope clearly marked with the name of this RFP.

The company profile worksheet requires respondents to provide an email address, the Village will use this to request an electronic version of the proposal. The electronic version must be identical to the hardcopy submitted in the sealed envelope. The electronic copy request will be within five (5) business days from the RFP due date. Failure to provide, or absence of a Village request for the electronic copy will not void hardcopy responses. If there is any discretion between the electronic and hardcopy the Village will use the hardcopy as the authoritative source. **The required hardcopy submission is to be delivered to:**

Village of Tinley Park
ATTN: Clerk’s Office IFB Mobile LPR
16250 S. Oak Park Ave.
Tinley Park, IL 60477

SCHEDULE OF EVENTS:

Activity	Date/Time
RFP issuance	11/3/2023
Question cut-off	11/14/2023
RFP closing/responses due	11/17/2023 10:30 AM
Request for electronic copy cut-off	11/28/2023
Presentation to Village Board	12/5/2023

CURRENT SETUP:

The Village of Tinley Park consists of approximately 500 employees spanning over 10 distinct departments including Police, Fire, 911 Dispatch and Public Works. The Village has a centralized Information Technology department which provides enterprise support to all employees and departments via a mixture of effort from the staff employees, staff augmentation via contractors, and professional services from managed service providers.

The Village of Tinley Park Fire records management program is a cloud hosted solution from EPR called Fireworks. The dispatch center and police records management systems are an on premise solution called OneSolution and provided by Central Square. The fire department responds to approximately 3000 incidents per year.

SCOPE OF PROJECT:

The Village is seeking an outside vendor to provide billing services for emergency responses from the fire department in order to begin cost recovery for fire and rescue efforts. It is the goal of this project to ensure costs of providing emergency fire/rescue services are borne by individuals and their insurance companies in congruence with the ordinances passed by the Village. The Village is seeking a solution for three (3) years with the option for two (2) annual extensions (done so at village discretion).

“Detailed Requirements and Specifications” is divided into three (3) sections, each corresponding to a component of the billing service solution. The three (3) sections are as follows: (1) Billing, (2) Data & Reporting, and (3) Technical/General. Each section contains requirements and specifications (Note section 2 only has requirements). Items listed as a requirement will solicit a yes/no response from the vendor, items listed as specifications will solicit a response to address the need/question. Explanation of terminology and definition of words is available in Appendix A: Glossary.

Village ordinance 2022-O-097 addresses and details emergency response reimbursement. This ordinance amended Title III chapter 45 of the Village’s municipal code. It is a requirement (and listed as such) that the billing service must be able to enforce the costs

detailed in the current ordinance. Appendix C is a copy of the current 2022-O-97 ordinance.

SOLICITATION PROCESS & PROCEDURES:

Items identified in the description with the word “must” are considered requirements of the proposed solution, **failure to meet these requirements may cause your proposal to be excluded from further consideration.**

The respondent is to supply information addressing all items listed. The documentation supplied by the respondent must clearly identify each section in their response (e.g.3.26, 5.2.4). Appendix B: Requirements & Specifications repeats this list and can be used as a template for responses. Respondent may supply additional information but must address all of the items listed in the “Detailed Requirements & Specifications” section.

DETAILED REQUIREMENTS & SPECIFICATIONS

The following sections are repeated in Appendix B: Requirements & Specifications, please use this as a template for submitted responses.

Section 1: Billing

1.1 Billing Requirements

- 1.1.1 Must have ability to provide direct deposit of collected funds into the Village's bank account
- 1.1.2 Service must accept responsibility for customer billing inquiries and complaints during regular business hours
- 1.1.3 Service must have ability to obtain insurance information from medical institutions should the information provided by the Village lack proper information
- 1.1.4 Upon receipt of the Village's data, service must review, prepare, and mail invoices to the customer within seven (7) business days
- 1.1.5 Mailing must include all necessary forms and information needed for payment processing
- 1.1.6 Must provide monthly statements informing customers of outstanding balances
- 1.1.7 Must be capable of billing per Village Ordinance (listed in Appendix C)

1.2 Billing Specifications

1.2.1 The Village's current collection company is Municipal Collection Services LLC. Does the service have the ability to electronically submit bad debt accounts to aforementioned vendor?

Section 2 Data & Reporting

2.1 Data & Reporting Requirements

2.1.1 Must be able to electronically receive information from current Village Fire RMS system Fireworks by EPR

2.1.2 Must provide means for tracking submitted claims to ensure timely payments

2.1.3 Reports must clearly differentiate between resident and non-resident customers

2.1.4 Must provide daily reporting capability which provides detailed activity including receipts, charges, adjustments, and total accounts receivable

2.1.5 Must provide reporting showing all transactions that effect General Ledger

2.1.6 Must provide prompt, accurate monthly reporting which includes gross charges billed for the month minus contractual allowances, write-offs (abatement, dismissals, bankruptcies, and settlements), and refunds rolling up to the net ending accounts receivable balance due, trips per month, number of patients per month, gross charges per trip, cash collected per trip and net collection percentage per trip

2.1.7 Must prepare a financial summary showing "period to date" and "year to date" totals for charges, receipts, adjustments, net accounts receivable, total accounts, receivable, and collection percentage, and aging reports

2.1.8 Must be capable of provide billing and customer data to the Village so integration is possible with existing (Tyler Eden) and future (BS&A) Financial systems

2.1.9 Must ensure that all data collection, reporting, and billing methods comply with all current state and federal regulations

2.1.10 Must provide 24/7 online access to information & reports

2.1.11 Must have ability to provide data in actionable format (i.e. not PDF) regarding bills with no payment activity at either 90 or 120 days (to be determined by Village during implementation) so that past-due collection processes can commence, omitting customers with already established payment plans

Section 3 Technical/General

3.1 Technical/General Requirements

3.1.1 Must be authorized to bill for EMS and fire rescue emergency services in the State of Illinois

3.1.2 Must ensure proper security and confidentiality of patient information and records, as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

3.1.3 Must maintain generally accepted accounting procedures for the reconciling of all financial transactions

3.1.4 Provide a sample implementation plan (preferably of already provided reference) with projected activities and timelines, including all scheduled milestones

3.2 Technical/General Specifications

3.2.1 Does the service support single sign on with Azure AD?

3.2.2 Is there an API available for Village use?

3.2.2.1 If yes, list cost

EXPECTED DELIVERABLES:

Proposals must include the following clearly marked sections:

1. Completion of Appendix B: Requirements & Specifications
2. Customer references
 - a. Provide a minimum three (3) references for current customers of similar size and/or organizational makeup, include the following information:
 - i. Customer name
 - ii. Customer contact information (phone and email)
 - iii. Geographic area (address)
 - iv. Approximate date of engagement
 - v. Approximate time taken for project launch (time from when contract signed to when organization began utilizing services)
3. Completion of Proposal Sheet
4. Completion of Company Profile Worksheet

PROPOSAL SELECTION:

Proposals will be reviewed and evaluated on the following criteria:

- Properly submitted proposal addressing all expected deliverables
- Adherence to listed requirements
- Description of proposed solution specifications
- Similar project experience and customer references
- Usage of services by neighboring communities
- Proposed service costs/fees

SPECIAL REQUIREMENTS:

The following special requirements are necessary for a complete proposal specification. Unless noted otherwise, all special requirements are to be included in the price for each section bid on.

Delivery: The successful respondent will coordinate delivery with the Village's Information Technology department. The equipment will be delivered FOB destination to the Village Hall Building, 16250 S. Oak Park Ave., IL 60477, as directed by the Village Information Technology department.

Invoicing: The vendor shall invoice the Village for the total units delivered. Invoices shall include the purchase order number. Payment shall be made following Village approval of the invoice.

Additions or Removals: The Village has the right to add or remove quantity from this bid. Respondents are advised that although the Village does plan to purchase the full stated amount this is not a promise to purchase. The Village retains the right to increase or decrease the actual quantity purchased based on the 2024 fiscal year budget or Village board recommendations.

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: _____

EMERGENCY RESPONSE REIMBURSEMENT	
Required Items	
Fee for collections (enter as percent of amount collected)	
Optional Items	
Additional fees or charges (if present attach documentation explain costs in detail)	

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein and is not delinquent in payment of any taxes to the Illinois Department of Revenue.

COMPANY PROFILE WORKSHEET:

Company Name: _____

Street Address: _____

City, State, Zip: _____

Name (Printed): _____

Signature: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

APPENDIX A: GLOSSARY

Electronic version – A copy of the proposal in common office format (docx, pdf, odt, etc...). The Village will reach out to the respondent via email and ask for this copy to be sent back to the village via email. For security reasons, the Village will not accept electronic copies on physical media. Respondents cannot submit an electronic version as their proposal, the Village will only accept a hardcopy proposal, no exceptions. Questions inquiring if the Village will accept proposals electronically will not warrant a response.

Fiscal Year 2024 – The Village's fiscal year 2024 begins on 5/1/2023 and ends on 4/30/2024

Hardcopy – A physical, tangible submission printed on paper. This is a requirement for the proposal.

Respondent - The vendor participating in the RFP process.

APPENDIX B: REQUIREMENTS & SPECIFICATIONS

Section 1 Billing

1.1 Billing Requirements	Yes	No
1.1.1 Must have ability to provide direct deposit of collected funds into the Village's bank account		
1.1.2 Service must accept responsibility for customer billing inquires and complaints during regular business hours		
1.1.3 Service must have ability to obtain insurance information from medical institutions should the information provided by the Village lack proper information		
1.1.4 Upon receipt of the Village's data, service must review, prepare, and mail invoices to the customer within seven (7) business days		
1.1.5 Mailing must include all necessary forms and information needed for payment processing		
1.1.6 Must provide monthly statements informing customers of outstanding balances		
1.1.7 Must be capable of billing per Village Ordinance (listed in Appendix C)		

1.2 Billing Specifications	Yes	No
1.2.1 The Village's current collection company is Municipal Collection Services LLC. Does the service have the ability to electronically submit bad debt accounts to aforementioned vendor?		

Section 2 Data & Reporting

2.1 Data & Reporting Requirements	Yes	No
2.1.1 Must be able to electronically receive information from current Village Fire RMS system Fireworks by EPR		
2.1.2 Must provide means for tracking submitted claims to ensure timely payments		
2.1.3 Reports must clearly differentiate between resident and non-resident customers		
2.1.4 Must provide daily reporting capability which provides detailed activity including receipts, charges, adjustments, and total accounts receivable		
2.1.5 Must provide reporting showing all transactions that effect General Ledger		

2.1.6 Must provide prompt, accurate monthly reporting which includes gross charges billed for the month minus contractual allowances, write-offs (abatement, dismissals, bankruptcies, and settlements), and refunds rolling up to the net ending accounts receivable balance due, trips per month, number of patients per month, gross charges per trip, cash collected per trip and net collection percentage per trip		
2.1.7 Must prepare a financial summary showing "period to date" and "year to date" totals for charges, receipts, adjustments, net accounts receivable, total accounts receivable, and collection percentage, and aging reports		
2.1.8 Must be capable of provide billing and customer data to the Village so integration is possible with existing (Tyler Eden) and future (BS&A) Financial systems		
2.1.9 Must ensure that all data collection, reporting, and billing methods comply with all current state and federal regulations		
2.1.10 Must provide 24/7 online access to information & reports		
2.1.11 Must have ability to provide data in actionable format (i.e. not PDF) regarding bills with no payment activity at either 90 or 120 days (to be determined by Village during implementation) so that past-due collection processes can commence, omitting customers with already established payment plans		

Section 3 Technical/General

3.1 Technical/General Requirements	Yes	No
3.1.1 Must be authorized to bill for EMS and fire rescue emergency services in the State of Illinois		
3.1.2 Must ensure proper security and confidentiality of patient information and records, as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA)		
3.1.3 Must maintain generally accepted accounting procedures for the reconciling of all financial transactions		
3.1.4 Provide a sample implementation plan (preferably of already provided reference) with projected activities and timelines, including all scheduled milestones		

3.2 Technical/General Specifications	Yes	No
3.2.1 Does the service support single sign on with Azure AD?		
3.2.2 Is there an API available for Village use?		
3.2.2.1 If yes, list cost		

APPENDIX C: BILLING ORDINANCE

The following is a copy of the ordinance, the official ordinance is available at https://codelibrary.amlegal.com/codes/tinleypark/latest/tinleypark_il/0-0-0-96676

CHAPTER 45: EMERGENCY RESPONSE AND HAZARDOUS MATERIAL REIMBURSEMENT

Section

45.01 Purpose and intent

45.02 Definitions

45.03 Emergency incident response and hazardous materials or hazardous substance incidence expense recovery

45.04 Limitation of liability

45.05 Prohibited acts

45.06 Response authority

45.07 Liability for fees; costs; penalties

45.08 Duty to reimburse

45.09 Effective date

Appendix A: Mitigation Rates Based on Per Hour

§ 45.01 PURPOSE AND INTENT.

It is the purpose and intent of the village to establish certain charges and rates to reimburse the village for cost associated with emergency incident responses and the remediation and removal of hazardous materials that pose a substantial danger to the public health, safety, and welfare.

(Ord. 2019-O-019, passed 5-21-19; Am. Ord. 2022-O-097, passed 12-6-22)

§ 45.02 DEFINITIONS.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

“COSTS.” All expenses incurred in relation to the provision of services by the village or any emergency response agency, regardless of whether the village would have otherwise incurred those costs including reasonable costs of equipment used in the provision of such services, costs of materials expended in providing such services, costs of storing hazardous or any other material recovered during the course of providing such services, or any other costs attributable to the provision of such services.

“EMERGENCY ACTION.” Any action taken in response to any emergency incident, and at or near the scene of hazardous material emergency incident to prevent or minimize harm to human health, to property, or to the environment from the unintentional release of a hazard material.

“EMERGENCY INCIDENT.” Any incident involving a response from an emergency response agency, including but not limited to, fires, ambulance requests, hazardous materials spills or leaks, earthquakes, severe storms, collapses, and terrorist attacks.

“EMERGENCY RESPONSE AGENCY.” A unit of the village or any unit of local government that provides any of the following:

- (1) Firefighting services;
- (2) Emergency rescue services;
- (3) Emergency medical services;
- (4) Hazardous materials response teams;
- (5) Civil defense; or
- (6) Technical rescue teams.

“FACILITY.” Any building, structure, installation, equipment, pipe, or pipeline including but not limited to any pipe into a sewer or publicly- owned treatment works, well, pond, lagoon, impoundment, ditch, landfill, storage container, tank, motor vehicle, truck trailer, rolling stock, aircraft, or any vehicle utilizing air, water or rail for transportation. Also, any site or area where hazardous material has been deposited, stored, disposed of, abandoned, placed, or otherwise come to be located.

“FIRE ADMINISTRATOR.” The Village of Tinley Park Fire Administrator.

“HAZARDOUS MATERIAL.” Any substance or mixture of substances which is toxic, corrosive, an irritant, strong sensitizer, flammable, combustible, or which generates pressure through decomposition, heat or other means and which may cause substantial personal injury or illness during or as a proximate result of any customary or reasonably anticipated handling, use including reasonably foreseeable ingestion by children, or transported in commerce, and also means any radioactive substance, if, with respect to such substance as used in a particular class of article or as packaged. This definition shall include all definitions described in the Hazardous Materials Transportation Act, ILCS Ch. 430, Act 30 §§ 1 et seq. and the Uniform Hazardous Substances Act of Illinois, ILCS Ch. 430, Act 35 §§ 1 et seq.

“LAW ENFORCEMENT OFFICIALS.” The Illinois State Police or any duly authorized employee of the Village of Tinley Park Police Department or local government agency who are primarily responsible for the prevention or detection of crime and enforcement of the Criminal Code and the highway and traffic laws of the State of Illinois or any political subdivision of the state.

“MUTUAL AID.” Any action taken pursuant to an intergovernmental agreement, including, but not limited to, agreements made as part of a mutual aid box alarm system (“MABAS”).

“RELEASE.” Any spilling, leaking, pumping, pouring, emitting, escaping, emptying, discharging, injecting, leaching, dumping or disposing of a hazardous material into or on any land, air, water,

well, stream, sewer, or pipe so that such hazardous material or any constituent thereof may enter the environment.

“REMEDIAL ACTION.” Any action consistent with permanent, remedy taken instead of, or in addition to, removal actions in the event of a release or threatened release of a hazardous material into the environment, to prevent or minimize the release of hazardous materials so that they do not migrate to cause a substantial present or potential hazard to human health, property, or the environment. The term includes, but is not limited to, such actions at the location of the release as storage, confinement, perimeter protection using dikes, trenches, or ditches, clay cover, neutralization, cleanup of released hazardous materials or contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, repair or replacement of leaking containers, collection of leachate and run off, onsite treatment or incineration, provision of alternate water supplies, and any monitoring reasonably required to assure that such actions protect the public health and welfare of the environment.

“REMOVAL.” The clean up of released hazardous materials from the environment, including such actions as may be necessary and appropriate to monitor, assess, and evaluate the release or threat of release of hazardous materials, the disposal of removed material, or the taking of such action as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare of the environment. The term includes, but is not limited to, security fencing, provision of the alternate water supplies, and temporary evacuation of threatened individuals.

“RESPONSE.” A response to any emergency incident, including any removal or remedial action.

“RESPONSIBLE PARTY.” Any person who:

- (1) Owns, operates or has custody of any vehicle, location or hazardous material that is involved in an incident requiring emergency action by an emergency response agency;
- (2) Owns, operates or has custody of bulk or non-bulk packaging or a transport vehicle that contains hazardous material that is involved in an incident requiring emergency action by an emergency response agency; or
- (3) Causes or substantially contribute to the cause of the incident.

(Ord. 2019-O-19, passed 5-21-19; Am. Ord. 2022-O-097, passed 12-6-22)

§ 45.03 EMERGENCY INCIDENT RESPONSE AND HAZARDOUS MATERIALS OR HAZARDOUS SUBSTANCE INCIDENCE EXPENSE RECOVERY.

(A) Notwithstanding any other provision or rule of law, the following responsible party shall be jointly and severally liable for all costs associated with an emergency incident, including removal and remedial action incurred by the village as a result of a release or threatened release of a hazardous material:

- (1) The owner and operator of a facility or vessel, including any vehicle or vessel utilizing air, water, or rail for transportation, from which there is an emergency incident or a release or substantial threat of release of a hazardous material;
- (2) Any person who, at the time of an emergency incident or the disposal, transport, storage, or treatment of a hazardous material, owned or operated the facility or vessel used for such disposal,

transport, treatment, or storage from which there was a release or substantial threat of a release of any such hazardous material;

(3) Any person who by contract, agreement, or otherwise has arranged with another party or entity for transport, storage, disposal, or treatment of hazardous materials owned, controlled, or possessed by such person at a facility owned or operated by another party or entity from which facility there is a release or substantial threat of a release of such hazardous materials;

(4) Any person who accepts or accepted any hazardous materials for transport to disposal, storage, or treatment facilities or sites from which there is a release or a substantial threat of release of such hazardous substances; and

(5) Any person who by an intentional or non-intentional negligent act causes an emergency incident or the release or substantial threat of release of such hazardous materials.

(B) The village shall prepare and forward to the responsible party or parties in an emergency incident or the hazardous material incident a bill for the total costs and expenses incurred for which said responsible party or parties are responsible pursuant to this chapter; provided, however, any costs in connection with any independent cleanup contractor shall be billed directly by such contractor. Payment of the total bill shall be made within 60 days of receipt. Any bill or portion of a bill remaining unpaid after 60 days of receipt shall accrue interest on the unpaid balance of 1.5% per month, or the maximum legal rate, whichever is lower.

(Ord. 2019-O-019, passed 5-21-19; Am. Ord. 2022-O-097, passed 12-6-22)

§ 45.04 LIMITATION OF LIABILITY.

The village, its agents, its officers, and employees shall not have any liability or responsibility for any claim, injury, or damage of any kind resulting from an emergency incident or the hazardous material incident to which the village or any of its department officers, agents, or employees respond.

(Ord. 2019-O-019, passed 5-21-19; Am. Ord. 2022-O-097, passed 12-6-22)

§ 45.05 PROHIBITED ACTS.

No person shall cause, threatened, or allow the release of hazardous materials into the environment unless such release is in accordance with an appropriate permit granted by the Illinois Environment Protection Agency or other state or federal agency having primary jurisdiction over the release, and such release is in such place and manner as will not create a substantial present or potential hazard to human health, property, or the environment.

The law enforcement officials shall enforce the rules and regulations issued under this chapter.

(Ord. 2019-O-019, passed 5-21-19)

§ 45.06 RESPONSE AUTHORITY.

(A) The Fire Administrator or his or her authorized representative shall have authority to respond to any release or threatened release of hazardous materials within the village or affecting the public water supply, wells, or sewage treatment works located within district. This authority including, but is not limited to, remedial action and removal.

(B) The Fire Administrator shall have primary authority to respond to any release or threatened release of hazardous materials as described. The Fire Administrator shall report any release or threatened release of hazardous materials to all appropriate federal, state, and local public health, safety, and emergency agencies within 24 hours of any substantial release of hazardous material. The Fire Administrator shall relinquish his or her response authority at such time, if any, as the federal, state, or local public health, safety, or emergency agency having primary jurisdiction over the release or threatened release has assumed responsibility for response to the release or threatened release.

(C) The Fire Administrator, during such time as response authority is vested in him or her, shall be authorized to utilize all village personnel and equipment and he or she may, in his or her sole discretion, take such remedial or removal action as he or she may deem necessary or appropriate to respond to the release or threatened release of hazardous material including the use of material and in accordance with any mutual aid box alarm system ("MABAS") agreement.

(D) All responding personnel shall cooperate with, and operate under, the direction of the Fire Administrator or other persons he or she designates when exercising response authority under this chapter until such time as the person exercising such response authority has determined that the response is complete or responsibility is assumed by the federal, state, or local emergency response agency having primary jurisdiction over the released or threatened release.

(E) The person exercising response authority under this chapter shall coordinate and/or cooperate with other federal, state, or local emergency response agencies involved in response to the release or threatened release of hazardous materials.

(F) The responding law enforcement officials shall be primarily responsible for the removal of any material not considered a hazardous material, but which remains hazardous or imminently dangerous to the public including, but not limited to, narcotics, cadavers, and an excessive accumulation of litter, clutter, or debris.

(Ord. 2019-O-019, passed 5-21-19)

§ 45.07 LIABILITY FOR FEES; COSTS; PENALTIES.

(A) A responsible party shall be jointly and severally liable for any fee, costs, or penalties described herein.

(B) These fees shall be binding upon all persons receiving such services as well as their successors in interest, assigns, estates and heirs.

(C) When emergency incidents, hazardous material activities, or any other emergency service are rendered by the village to residents of the village, such persons shall not be billed for the remaining charges which may exist once final payment has been received from all insurance providers of the resident.

(D) When emergency incidents, hazardous material activities, or any other emergency services are rendered by the village to non-residents, such persons shall be billed for the remaining charges which may exist once final payment has been received from all insurance providers of the non-resident. Unpaid balances shall be assigned to a debt-collection agency of the village's choice.

(E) The above-referenced emergency incidents, hazardous material activities, or any other emergency service fees shall be assessed pursuant to Appendix A "Mitigation Rates Based on Per Hour" set forth at the end of this chapter.

(F) The ambulance, hazardous material activities, or any other emergency service fees herein shall be increased from time to time without further action of the corporate authorities in accordance with the rates as approved by the Fire Department, with reference to the amounts set by the village's cost recovery company or similar agency.

(G) Any person violating any provision of this chapter shall be fined \$200, for each offense, which fine shall be payable in addition to the fee otherwise due and owing to the village.

(H) All fees assessed and collected under this chapter shall be deposited into the village's general fund.

(Ord. 2019-O-019, passed 5-21-19; Am. Ord. 2022-O-097, passed 12-6-22)

§ 45.08 DUTY TO REIMBURSE.

(A) It shall be unlawful for any responsible party to fail to reimburse the village, within 60 days after the mailing of a bill for the hazardous material emergency incident, the costs incurred by the village and any private contractor responding to the incident at the request of the village. The amount of the hazardous material emergency reimbursement fee shall be calculated in a manner provided in § 45.09 of this chapter.

(B) The failure to pay any debt due to the village as imposed pursuant to this chapter, after the period granted for payment has expired by any person liable for such debt, shall constitute a violation of this chapter. Judgment shall be entered against any person who violates this section in the amount of the debt remaining unpaid on the date the judgment is entered plus litigation and collection costs, attorney's fees and an amount representing all fines and penalties assessed pursuant to this chapter. An administrative penalty of 75% of the amount of debt remaining unpaid on the date the judgment is entered shall be assessed for each month or portion thereof in which the debt remained unpaid.

(C) Nothing in this section shall preclude the village from seeking to collect any debt due the village provided in Chapter 42 of this code, or through the use of any other administrative procedure or court proceeding authorized by law.

(Ord. 2019-O-019, passed 5-21-19)

§ 45.09 EFFECTIVE DATE.

This ordinance shall become effective immediately upon adoption.

(Ord. 2019-O-019, passed 5-21-19)

APPENDIX A: MITIGATION RATES BASED ON PER HOUR

MITIGATION RATES BASED ON PER HOUR

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels," and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

Motor Vehicle Incidents

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level." This occurs almost every time the Fire Department responds to an accident/incident.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the Fire Department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Add-On Services

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the Fire Department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and the Fire Department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response

You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

Hazmat

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 — \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$336.00 per HAZMAT team.

Fire Investigation

Fire Investigation Team - \$321.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins only when the Fire Investigator responds to the incident and is billed for logged time only.

Fires

Assignment - \$466.00 per hour, per engine/\$582.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire/Hazard Control

This will be the most common "billing level." This occurs almost every time the Fire Department responds to an incident.

Optional:

A Fire Department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

Illegal Fires

Assignment - \$466.00 per hour, per engine;\$582.00 per hour, per truck

When a fire is started by any person or persons that requires a Fire Department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the Fire Department response at a cost not to exceed the actual expenses incurred by the Fire Department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the Fire Department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the Fire Department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

Water Incidents

Level 1 - \$466.00 plus \$58.00 per hour, per rescue person

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level." This occurs almost every time the Fire Department responds to a water incident.

Level 2 - \$932.00 plus \$58.00 per hour, per rescue person

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the Fire Department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Level 3 - \$2,3304.00 plus \$58.00 per hour per rescue person, plus \$117.00 per hour per HAZMAT team member

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

Back Country or Special Rescue

Minimum - \$466.00 for the first response vehicle plus \$58.00 per rescue person. Additional rates of \$466.00 per hour per response vehicle and \$58.00 per hour per rescue person.

Itemized Response - Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products.

Chief Response

\$291.00 per hour

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Miscellaneous/Additional Time On-Scene

Additional time on-scene (for all levels of service)

Engine - \$466.00 per hour

Truck - \$582.00 per hour

Miscellaneous equipment - \$350.00

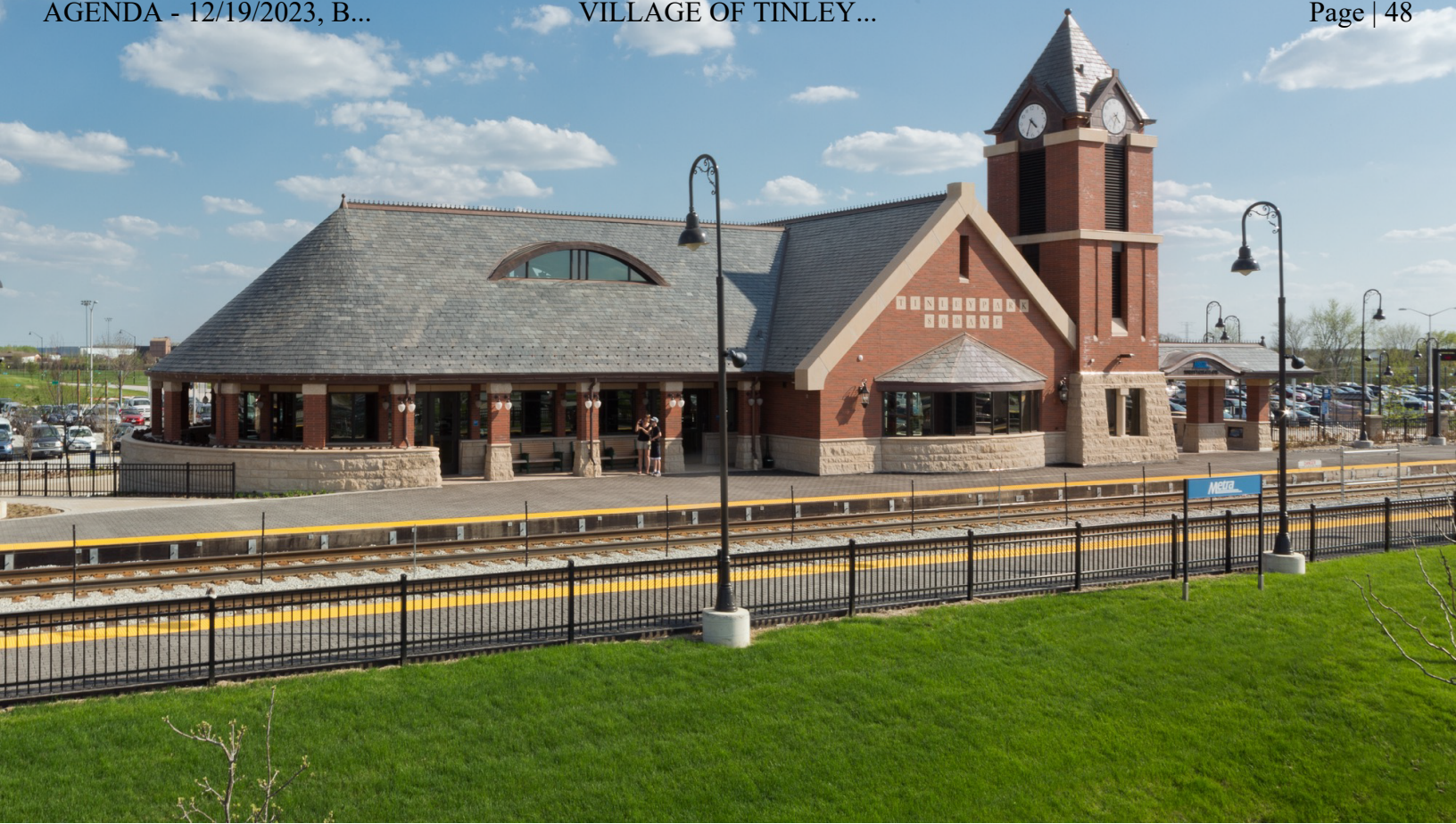
Mitigation Rate Notes

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual

personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

(Ord. 2022-O-097, passed 12-6-22)



Village of Tinley Park

Emergency Response Reimbursement

Purchasing

Mike Rivera

Chief Business Development Officer

2271 Lava Ridge Court, Suite 120
Roseville, CA 95661-3065

email: m.rivera@FireRecoveryUSA.com

office: 1.888.640.7222

cell: 916.238.8541

www.FireRecoveryUSA.com

DUE DATE: November 17, 2023 at 10:30 a.m.

FR Fire RecoveryUSA
Fire Billing Solutions

Village of Tinley Park

Tab 1	Cover Letter
Tab 2	Qualifications and Experience
Tab 3	Methodology
Tab 4	Timeline
Tab 5	References
Tab 6	Pricing / Revenue Forecast
Tab 7	Variances
Tab 8	Required Docs



November 9, 2023

Village of Tinley Park
Attn: Clerks Office IFB Mobile LPR
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Dear Clerks Office,

Thank you for the opportunity to provide a proposal for your "EMERGENCY RESPONSE REIMBURSEMENT".

We are confident that we meet and exceed the specifications listed in the Requirements (other than the listed exceptions). Fire Recovery USA is by far the largest and most successful cost recovery billing service in the fire industry. We have over 1,720 cities and fire departments in 43 states that have placed their trust in us to provide cost recovery programs (over 150 in Illinois).

Our company has over fifteen years in cost recovery with tens of millions of dollars collected. Since you are a current client, there is virtually no setup or training of your personnel, and we'll continue to offer our outstanding customer service to ensure your needs and goals are met to the highest standard.

The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town as to any material facts.

We offer services that cover all of your requested services and this proposal is valid for 120 days. Please feel free to contact us if you would like clarification on any aspect of this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Rivera', is written over a light blue horizontal line.

Mike Rivera
Chief Business Development Officer

M.Rivera@firerecoveryusa.com

www.firerecoveryusa.com

2271 Lava Ridge Court, Suite 120
Roseville, CA 95661

Phone 888-640-7222
Fax 916-290-0542

GENERAL INFORMATION

Fire Recovery USA, LLC
2271 Lava Ridge Ct, Suite 120
Roseville, CA 95661

(888) 640-7222
(916) 943-1661 – fax

www.FireRecoveryUSA.com

- Contact: Mike Rivera – (916) 238-8541 – m.rivera@firerecoveryusa.com
- Business Hours: 9 AM (CST) to 8 PM (CST)
- Incorporation: California, USA
- Years in Business: 17
- Personnel: approx. 30 employees
- Work to be performed at office location in Roseville, CA.

EXPERIENCE

Fire Recovery USA, LLC was founded in 2006 and is located in Roseville, California and provides cities and fire departments across the United States with cost recovery funding programs in conjunction with motor vehicle incidents, structure fires, hazardous material spills, and fire inspection programs. Fire Recovery USA is the sole provider of these programs and the software developed to administer them. We do not use partners to administer the above-mentioned programs.

Fire Recovery USA has established and implemented systems for Over 1,720 customers in 43 states. We have the experience and brand recognition that has positioned us as the market leader in this niche. The company has a proprietary and very successful billing system developed specifically to meet industry needs. This system and its efficiencies have proven to successfully provide collection rates far superior to other competitors.

Fire Recovery USA has developed a methodology to process claims that has not been matched by the competition. This methodology centers around the company's policy of communicating and corresponding with the responsible parties as well as providing flexible payment options and electronic communication.

TOTAL ORGANIZATION

Fire Recovery USA is one of three entities that comprise our family of cost recovery and technology services.

1. **Fire Recovery USA**
2. **Streamline Automation Systems**

1. Fire Recovery USA provides eight main cost recovery programs.

Emergency Response Cost Recovery Program - You incur significant costs responding to incidents. Appropriately recovering the costs of high impact events is becoming the new standard. Let us provide you with an estimate of your potential recovery.

iPad Inspection / Inspection billing - By combining technology with automation we can greatly enhance your inspection and permitting program. You inspect, we do the rest, efficiently and quickly with full transparency. We follow up on payments; have 24/7 live data reporting and the highest recovery rate in the industry.

2. Streamline Automation Systems, LLC. Fire Recovery USA and Streamline Automation Systems develop, market, and support our proprietary systems used for false alarm management. All components of this response are controlled by Fire Recovery USA, so no other vendors/partnerships are necessary for this response.

Streamline Automated Systems are simple to use. Data and information is seamlessly and automatically transferred from the CAD or RMS into the secure, online web based user interface and customized front-end portal. It is securely and conveniently stored in the cloud for remote and immediate access for updates, validation and follow-up. Streamline's proprietary software is hardware agnostic, meaning you can access your data via any computer, tablet device, or smartphone. Our proprietary systems allow for complete customization, and quick and agile turnkey deployment. Customizable features include personalized portals, site management, billing, mapping and interface design, among other elements.

Streamline Inspections is a mobile and cloud-based inspection platform designed for state and local government and business performing inspection services. Streamline Inspections is designed to make inspections easier and more cost effective to manage regardless of the department or AHJ. The Application was designed by inspectors for inspectors and with multiple programs in mind: Fire Inspections, HazMat, Brush or Weed Abatement, Health Inspections, Community Development and Code Enforcement, together in one system.

It is designed to work the way you work: our iPad-based software goes anywhere you need to go. Locally stored data on the device allows you to work where there is no connection to Wi-Fi or cell. Push notices allow notification of time critical new tasks.

The checklist-based system will incorporate any checklist and data field, from true false, to text, photos, values, dynamic rules and more. Find violations not on your checklist, no problem, your local codes can be loaded on the device as well. We have agreements with ICC and NFPA, to deliver virtually any code set. No shuffling multiple inspection forms or using software that just doesn't meet your needs. It's the most intuitive and versatile inspections application on the market.

PROPOSED TIMELINE AND TRAINING:

A timeline for accomplishing the scope of work identified in this proposal, estimating the amount of time it will take to complete each task. Unless advised otherwise by the Fire Department, our "System Implementation" plan is as follows:

1. Upon receipt of a signed contract from the Fire Department, Fire Recovery USA will request information in order to setup your account file in RecoveryHub. This information is required in order to facilitate the account setup.
 - a. Information includes basic account information.
 - b. Who will manage the project for the Fire Department
 - c. Where checks are to be mailed, etc.
2. Fire Recovery USA will need a contact for the Fire Department to install the link to your RMS software application (if applicable) to export the data automatically from your RMS Software.
3. FRUSA will provide the information on how to submit runs into our system. Although most clients need no more help, a live Zoom or Conference Call is available upon request. Live on-site training is available for an additional cost, but most likely not necessary.
4. FRUSA will provide "printable" Run Reports (for use "on-site" during the billable event in order to collect the correct billing data).
5. In most cases, our clients can begin billing within one to two weeks of receipt of your signed contract, depending on how fast our clients can schedule the training of their personnel.

HIPAA

Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected or harvested. In addition, we have been certified by a

third-party consultant as not having any exposure to HIPAA. None of the data we collect falls within HIPAA regulations.

NON-DISCRIMINATION

Fire Recovery USA affirms that we comply with all state and federal regulations related to non-discrimination.

STAFF CRITERIA

Fire Recovery USA strives to employ highly competent and efficient processors. Once a prospective employee is identified they are screened through the E-Verify system to establish and document their legal work status. Each candidate is subject to several interviews with management personnel and must pass a series of tests Fire Recovery has developed. These proprietary tests measure a candidate's ability to perform at established standards in computer competence, language skills and customer service.

Upon employment, new processors are teamed with an experienced staff member who spends a week with them in intensive side-by-side training. The new processor is able to experience how a veteran processor handles the various challenges of their workday and is exposed to the high standards expected by Fire Recovery USA. Once the week of intensive training has concluded, the new processor remains assigned to the experienced staff member who continues to act as a mentor until the new processor is able to operate independently.

CUSTOMER SERVICE PHILOSOPHY

Customer Service is a key component in Fire Recovery's success and has directly led to our industry-leading achievement. Customer service is stressed as a vital factor that makes us different from our competitors.

Each piece of correspondence sent to residents and businesses in your community will include phone numbers and email addresses that can be used to contact Fire Recovery USA. We respond to each contact as soon as possible, but never more than one business day after contact. If the contact has a question our staff cannot answer we have a "Ticketing System" whereby we contact a City employee, as designated by the City, who will answer the question by email and Fire Recovery will contact the person with the response. Fire Recovery USA has successfully employed this system with our existing client base. The system allows each question or problem to be tracked until its resolution and helps assure no open items are lost or overlooked as they remain open until

completion. Our clients also appreciate this system as they are not subject to numerous phone calls from our staff and they can respond to open issues by email through the "Ticketing System" as time allows within their work schedule.

As part of his or her training, each employee of Fire Recovery USA is versed in the importance of customer service. They are required to maintain a courteous, business-like demeanor in all contact and correspondence with our clients and their constituents.

Fire Recovery USA's ownership and management believe in modeling our commitment to high-level customer service. Employees are our "customers" and need a regular demonstration of appreciation. We strive to maintain a family atmosphere in our office environment while continually encouraging our employees to reach higher levels of achievement through further evaluation and testing, as well as incentive programs to encourage success and managerial thinking.

EXPERIENCE OF THE FIRM

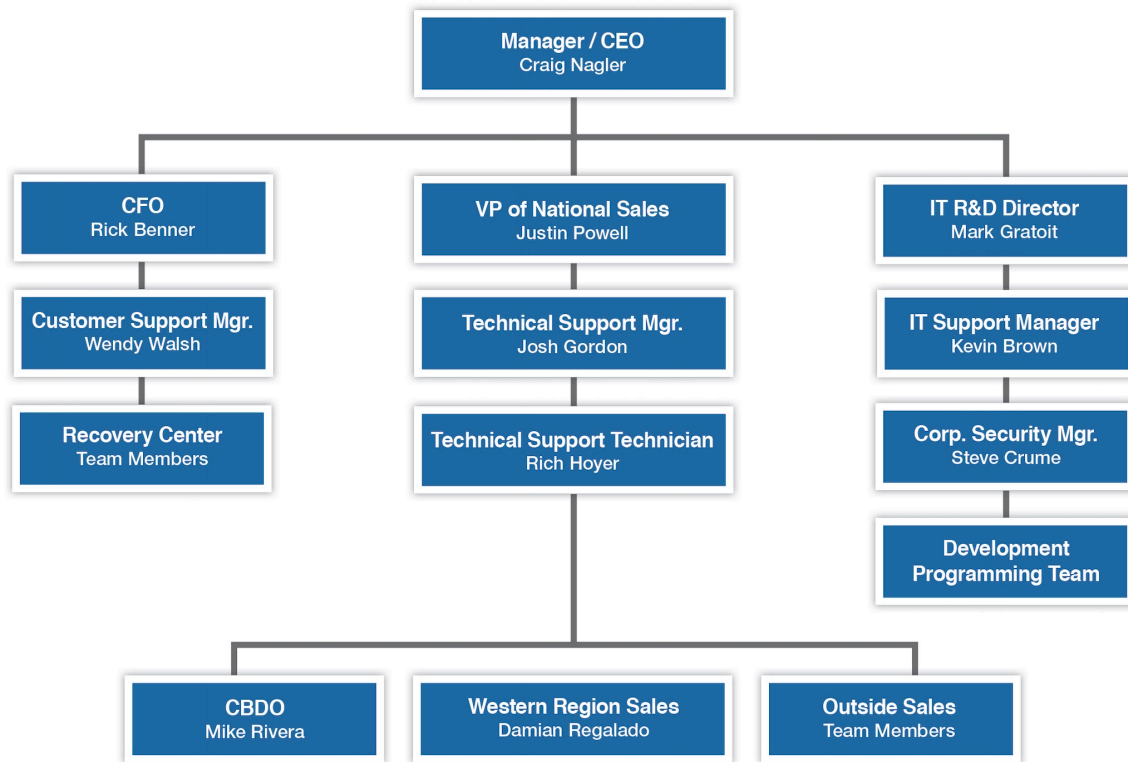
As the nation's largest and most successful biller of Emergency Incidents for cities and fire departments, our growth of clients has been staggering. We have over 1,720 clients as of the date of this proposal. Our collections are the highest in the industry averaging between 70% and 100% depending on the type of run.

Emergency Incident billing is handled in our Roseville, CA facility. Our Emergency Incident system provide 24/7 access to our billing software and reporting system from any web-browser.

We will provide unlimited web-based live webinar training for new employees.

Virtually all of our metro/muni clients are government clients (local government / city or county) and our experience is the equivalent as with our non-government accounts. They achieve the same high collection rates.

ORGANIZATIONAL STRUCTURE



Fire Recovery USA is a privately held LLC, and as such does not provide financial information, however, we are happy to provide banking references upon request. The Owner/manager of Fire Recovery USA LLC is Craig Nagler.

Working as a cohesive team utilizing project management technology such as Basecamp, Google Hangouts, and JitBit Ticket Tracking software, we have on-boarded over 1,600 clients quickly and efficiently. Justin Powell will head the project, including on-boarding and the delegation of tasks to the appropriate internal personnel. He will oversee the progress and work to keep the project on schedule.

KEY INDIVIDUALS

Justin Powell – Head of Project, onboarding and training, oversee all aspects

Rick Benner – Assist project onboarding, facilitate financial account setup

Wendy Mangan – Manage RecoveryHub account setup

Mark Gratoit – Director of Research and Development

Kevin Brown – Head of RMS/CAD Link Establishment and Testing



March 2013 – Present

In March of 2013 Justin made the transition to join the Executive Management team at Fire Recovery USA. As the market demand grows and the increasing need for service and technology unfolds, strong leadership and direction is needed, as is in-depth knowledge of industry systems and practices. As part of the Executive Management team, Justin is responsible for providing direction and vision for company decisions and investments of the company's capital and resource. Justin is also responsible for leading our sales and marketing team with an intense focus on product and service delivery. Our complete focus is to provide the best overall experience to our customers. The first point of contact in any organization is your sales representative and our commitment is to be available to our customers, listen to their needs and deliver.

National Sales Manager

FIREHOUSE Software

September 2007 – March 2013 (5 years 7 months) Urbandale, IA

Growing the market-leading Fire Records Management Software domestically and internationally. Responsible for leading all advertising and marketing campaigns using print and web media. Involved in market research, product development and R&D to lead company direction and industry leading products. Advising software development for .net conversion and application development for iPad and Android platforms.

Led an external independent sales staff of 4 and an internal staff of 3.

Firefighter/EMT

City of Clive

August 2006 – November 2011 (5 years +) Clive, IA

Primary EMS care on ambulance and engine company response. Structural fire suppression. Life safety fire inspections and prevention Public education FFI, FFII, HazMat Operations, Driver Operator, EMT



January 2008 – Present

Rick began his career as a certified public accountant with Coopers & Lybrand, an international public accounting firm. After five years with the firm he became Vice President of Finance for the National Basketball Association's Kansas City Kings before relocating with the team to Sacramento, California in 1985. He quickly developed an expertise in the NBA's salary cap and negotiated multi-million dollar player contracts on behalf of the Kings' organization. Rick was promoted to president of the Kings and Arco Arena in 1989 and at the time was the youngest president of any major professional sports franchise. As president he had overall responsibility for ticket sales, radio and television game broadcasts and advertising sales, media and public relations, in arena advertising and arena operations, including concessions, security and parking. He remained in the role as president through 1999.

After leaving the Kings, he has owned and participated in the development of businesses in the health care, airline transportation and mortgage industries.

Rick joined Fire Recovery USA in 2008 and has made a major contribution to the development of the company's proprietary software assuring proper financial controls are in place. While his primary responsibility is managing all financial and legal aspects of the company's operations, he assists in all areas of the company's business development.



January 2010 – Present

As a member of the Fire Recovery management team Wendy brings with her a significant amount of experience. Her previous experiences uniquely position her to lead our service and processing center. Wendy is an experienced manager specializing in professional billing services and superior customer manager. She is an experienced police dispatcher in a metropolitan agency and knows first hand the difficulties in providing public safety. At Fire Recovery Wendy is responsible for all processing center staff. Wendy manages scheduling and staff performance and insures the office is compliant with all state, OSHA and HIPAA laws and regulations.

Manager – Medical Office

Curtis G. Croft, DDS

January 2008 – 2010 (2 years +) Roseville, CA

Responsible for staff schedule and staff performance and ensured the office was compliant with all state, OSHA and HIPAA laws and regulations. Observed and protected patient confidentiality per policies and procedures. Managed business records as well as accounts receivable/payable.

Dispatcher

Sacramento Police Department

January 2004 – 2008 (4 years +) Sacramento, CA

Duties required the ability to effectively communicate, multi-task, evaluate, prioritize and quickly make decisions in extremely critical situations demanding immediate and accurate response while providing a high level of service to the public. Responsible for providing pertinent data in response to requests for information regarding vehicle registration, driving records and warrants. Monitored direct emergency alarms and complex public safety radio frequencies while operating a variety of communications equipment.

PROJECT UNDERSTANDING AND APPROACH

UNDERSTANDING:

Fire Recovery USA specializes in providing seamless methods of cost recovery to cities and fire departments nationwide. Fire Recovery USA processes more than 50,000 Emergency Incident Billing events per year and delivers millions of dollars in recovered funds to our clients annually. Our systems make the process of cost recovery efficient in all aspects of the program. Our goal is to make the program as seamless and effortless as possible.

Each of our Processing Center staff is focused on processing Emergency Incident Billing accounts and only Emergency Incident Billing accounts. We have dedicated billing staff for these types of claims who focus on this type of billing full-time and can deliver the highest possible financial return to our clients.

Our processing team will go to work to insure the highest collection rate possible for the City. Your administrative team will have access to the RecoveryHub from any computer with internet access and see **REAL TIME** run data and reports, 24/7. This fully transparent system will allow you to see every contact and phone call we've made, the status of the bill, and track and reconcile every payment we've received. Each step in our process is visible to you, the end user, so you always know the status of your recovery efforts.

SCOPE OF WORK

1. Fire Recovery USA will provide the technology to electronically input run data into the RecoveryHub for processing.
2. Fire Recovery USA will bill on your behalf, for runs submitted and the service you provide, as allowed by your Ordinance.
3. We will work with the insurance companies directly to ensure payments are made for invoices submitted.
4. We will provide real time access to all your claims as well as the ability for the end user to run reports on demand.
5. We will provide automatic monthly reporting and real time access to your account for 100% transparency.
6. We will develop a successful professional working relationship with the City.
7. We will provide training and project management for your staff.
8. We will provide a dedicated account manager for the City.

9. We will provide our programs with professionalism while maintaining the integrity of the City.
10. We will ensure the highest level of customer service for support and assistance. Customer service and support are available between 9:00 AM and 8:00 PM CST but can be accommodated outside of these hours for special needs.
11. We will provide for a systematic and standard recovery process that allows creditability to be maintained with insurance providers.
12. We will provide the highest collection rate in our industry – over 90% for fluid-based/HazMat Related Emergency Incidents and over 70% overall on billable incidents.
13. We will provide and/or allow access to the newest technology and applications in order to insure the most efficient workflow and processes.
14. We will provide insurance documentation upon award of the contract.

REPORTS:

Fire Recovery USA is committed to providing the City with the most advanced reporting tools available through our website, RecoveryHub. RecoveryHub provides custom report capabilities that we continue to develop in order to satisfy our customers' needs.

1. We provide detail and summary reports (automatically and electronically) 24/7 from any internet-connected computer.
2. We provide an accounts receivable aging report and a report on any billing (claims).
3. We provide a web-based portal to appropriate City staff to access and view the status of all relevant reports or files, all updated real time. This is based on user security and roll access to the system.
4. We provide the City with a report on all claims and disputes.
5. We provide custom reports and data exports on any data fields.

MISCELLANEOUS:

1. Provide a primary and a secondary contact for daily operational inquiries and notify the City of any contact changes.

2. Provide on-line electronic file lookup and be able to accept information from the City via email, fax, or in an electronic format;
3. Provide a custom form for the City to utilize in order to collect the data needed for proper bill processing, as stated per ordinance; and
4. Ensure daily backups are stored in a secure, safe location.
5. We are willing to modify our cost recovery methodology to the extent that it conforms to the City's philosophy of interaction with the citizens. We will follow the City's philosophy is to pursue accounts in accordance with your state law. We will not subcontract cost recovery activities to a third party, without the express written consent of the City.

CONFIDENTIAL INFORMATION

Our Official Internal Control Policy is that no confidential information will be released to anyone other than the password protected person(s) authorized by the City and the insurance company(s) involved in the incident. In addition, only those employees in our Recovery Department who are authorized to input and track claims will have access to confidential information on any claims and the individuals involved in the claims.

HIPAA Information: Our Emergency Incident billing programs require no HIPAA information, and as such, no HIPAA information is collected.

HARDWARE AND SOFTWARE INFRASTRUCTURE & SECURITY

Fire Recovery USA has aligned itself with some of the best service providers in the industry to ensure the security of our client's data and availability of our services. Our entire infrastructure is hosted in Microsoft's Azure Cloud Platform. This platform has its own Security Center that is inherent to that environment however, we go one step further. Qualys is a third-party application that we use to monitor for malware and conduct additional vulnerability scans. The combination of the two services provides us a robust security solution with real time threat detection and a true geo-redundant footprint.

If you are a billing customer, then you probably know how important and how difficult it can be to become and remain PCI compliant. Once again, we have aligned with an industry leader. Authorize.net handles all of our online transactions and maintains a full PCI DSS/SSAE-16 compliant data center to secure your client's sensitive financial data.

Microsoft Azure

- Geo-Redundant Services with real time database replication and application failover

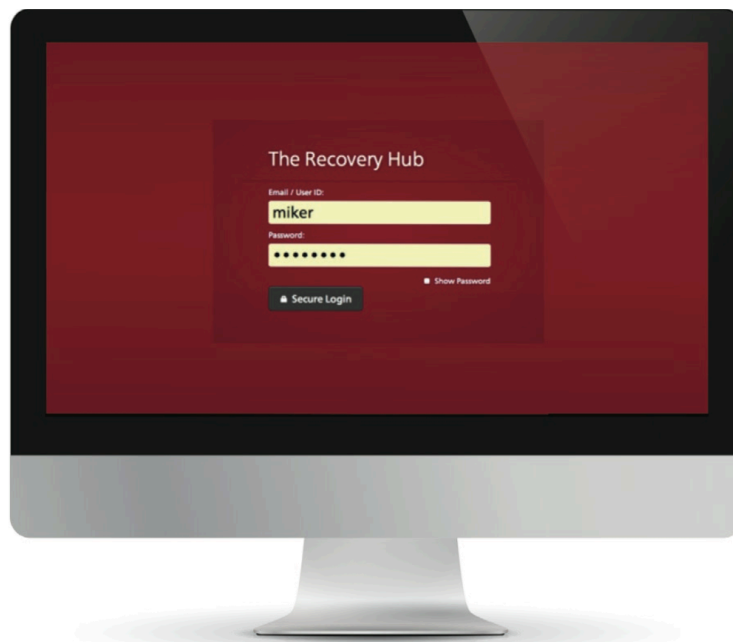
- The only public cloud platform to offer continuous security and health monitoring using Azure Security Center
- All connections and data transfers are encrypted
- All databases are encrypted at rest
- More certifications than any other cloud platform including ISO and HIPAA
- Real time health alerts and active scaling based on predefined threshold limits

Qualys

- Provides additional 3rd party web applications scans and malware monitoring
- Zero day vulnerability scans utilizing behavioral analysis
- Web application scanning for OWASP top 10 defined threats
- Real time alerts on active threats

Authorize.net

- All customer billing transactions are conducted through Authorize.net servers and are PCI DSS compliant
- SSAE-16 compliance validated annually
- HIPAA, GLBA, & California Senate Bill 1386 (SB1386) compliant. Regular audits conducted as required to maintain compliance.



All of the web traffic is encrypted <https://www.therecoveryhub.com> to 128 bit. Here's a screenshot of the secure RecoveryHub login page:

FIRE RECOVERY SITE DISASTER RECOVERY

FRUSA's Server / DC and all virtual servers that reside on-site are protected by an image-based backup solution.

In the instance of a physical server failure or catastrophic operating system problem, FRUSA can be up and running in a matter of minutes by connecting directly to the backup device.

Additionally, each of FRUSA's servers can be quickly restored to a previously working state from these image backups.

All of these image backups are backed up off-site, to our bi-coastal data centers, and FRUSA can connect to their information from just about anywhere. We can pull these images from our data centers and restore them onto new servers.

DATA STORAGE AND REDUNDANCY (CLOUD SITES)

Servers are physically located in Chicago, IL USA.

Ours are virtual servers built on RS's OpenStack infrastructure on that hardware.

The implication of this is that our whole infrastructure is in one data center (except for Cloud Backups, which I believe are stored redundantly by RS).

WEB-A:

- Main site web server
- Stores uploaded documents
- Read-Only Database Replication
- Database backups performed twice hourly
- This server is backed up daily to a server image (Chicago Data Center)
- All files on this server are backed up hourly (Cloud backup)
- This server also uses an Attached Network Storage Partition where the database backups are stored.

WEB-B:

- Main Database Server
- SSL Wrapper for theinspectionhub.com (points to main site for
- This server is backed up daily to a server image (Chicago Data Center)
- All files on this server are backed up hourly (Cloud backup)

FINANCIAL REPORTING PROTOCOL

Fire Recovery USA, LLC has developed a system for processing claims by fire departments for cost recovery related services rendered by those departments. Our software program called RecoveryHub controls this system. We have spent many years developing in this system and consider many elements of it proprietary as the policies, procedures and methodologies we use have been developed at substantial cost and have allowed the company to achieve one of the highest collection percentages in the industry. Therefore, while we will not share some aspects of our policies and procedures so as to provide that information to our competitors, we will provide the following overview of our policies and procedures.

Prior to initiating billing for a client, we ensure the department's fee structure is set up in accordance with all applicable laws and are in line with what is reasonable and customary for Emergency Services. In addition, we emphasize these claims should not be viewed as a profit center, but as a source of reimbursement for costs incurred by a fire department to respond to an emergency situation. We ensure the fee structure for each department is in line with the costs incurred by them to provide each covered service.

As runs are submitted to us for submission to an insurance company, we review the documentation and use the rate structure for the applicable fire department to establish the total claim. We take all necessary precautions to make sure the filing with the insurance company is done in compliance with the established and approved rates.

When filing a claim, we only file against the at-fault party (except in no-fault states). We have several ways to accomplish this goal. In many instances, we are provided with a copy of a police report, which will stipulate the at-fault party and will file a claim with the insurance company listed on the police report. When we don't have a police report we will review the incident report provided by the fire department in an attempt to determine the at-fault party and in most instances we are successful in doing so.

In those rare situations where the at-fault party can't be determined, we will file a claim with one of the insurance companies involved and the insurance adjuster will help us determine if their insured was at fault. If their insured wasn't at fault we will use this information to establish the at-fault party and file a claim with their insurance company. Our company will never file multiple claims at the same time with more than one insurance company for an accident.

Once the at-fault party has been determined we telephone the applicable insurance company and file a claim against the at-fault party in the incident. The insurance company will provide us with the name, phone number and fax number of the adjuster assigned to the file. We will e-fax an invoice with the supporting documentation that provides the authority to file the claim. We will generally wait two to three weeks to contact the adjuster by phone to confirm receipt of our invoice and to inquire about

payment (during this three-week period approximately 15-25% of claims will be paid without any contact).

If the claim hasn't been paid during the two-to-three-week window we will contact the adjuster again to get an update on the file. If we can't reach the adjuster on this call, we will make every effort to contact someone in their office to confirm they have received the invoice and claim related materials. Once we talk to the adjuster we will find out if the claim will be paid, denied or delayed. If they say the claim will be paid, we will mark it a "payment approved" in our system and track it for payment. If it is denied, we request a denial letter.

Once we receive the denial letter we review it to assure the denial is appropriate. If not, we will file a rebuttal letter with the adjuster. If it is delayed while liability is determined, we will ask for a time frame from the adjuster and then place the run on our calendar for follow-up.

All runs are processed through our RecoveryHub system which tracks each run and places them on the calendar of one of our processors who will then follow the claim until it is resolved by payment or denial. If a run is denied it is up to the fire department to determine if they would like to further pursue the claim by billing the at-fault party direct or sending the run to a collection agency for final disposition.

When a payment arrives, our staff will mark the invoice paid in RecoveryHub and note the pertinent information related to the payment in the system. Fire Recovery has a payment cycle that runs from the 25th of one month to the 24th of the next month. After the 24th of the month all accounts are reconciled for accuracy and checks are paid to the fire department and mailed to the department between the 4th and 7th of the next month.

Each fire department client of Fire Recovery has 24 hours 365 day a year access to their account in RecoveryHub and can view all activity and generate reports on runs and payments. The system is totally transparent as to the activity related to each run with notes placed in the file each time a run is touched by Fire Recovery personnel. Fire Recovery provides unprecedented access to a fire department's runs and the status of the Fire Recovery's activity related to each run.

PROGRAM DETAIL

EMERGENCY INCIDENT BILLING PROGRAM (Motor Vehicle Incidents, Technical Rescue, Helicopter Landing Zones, etc.)

At The Scene of the Incident: Your personnel will either log the data from the incident using your existing system protocol/reporting system, or via our paper-based "Incident Reports". You can also log run information real time from the scene with iPad, tablet or PC as long as you have a real time connection to the Internet. **It is the responsibility of the client to collect the billing data, including the name of the insurance companies of the parties involved.**

Upon Return to the Station: We have the ability to harvest the billing data from most of today's most popular RMS Systems. The link will harvest the data information directly into our RecoveryHub site.

RecoveryLink is available only through Fire Recovery USA and is based on nationwide software that has been used in the fire service industry for the past 20 years. Unlike most competitors' exchange software, we don't attach anything to their system. Our system is simply setup to "data dump" the public-record information from the incident into our secured system. We do not download any HIPAA information and everything we receive is considered public record.

After Submitting the Run: The claim begins its track through the billing and recovery process. By utilizing the advanced technology in RecoveryHub, we should be able to use the necessary billing data for most incidents without further contact with the client, depending on the quality of the information provided by your staff. We use the most advanced technology, including interfaces to multiple public databases, as well-as-an advanced skip-tracing system to fill in any missing incident or demographic information. Invoices and letters will be submitted to the insurer in the City's name, and can include language specified by the City.

Fire Recovery will facilitate the process of obtaining accident reports from the Cook County Sheriff's Office to minimize the time crews spend on I80 gathering information.

We work with the insurance companies involved and/or the police to determine who is responsible if necessary for payment. Virtually all of our interaction is with the at-fault individual and their insurance company. We will determine the existing claim number (or create a new claim with the insurance carrier), bill the individual and submit the claim to the insurance company, provide follow-up proof of laws, legal documents, and other information, and finally, recover the funds.

Invoices are faxed or emailed when possible and mailed only if necessary or required by the insurance company. Unlike Medical Transport Billing, there are no electronic filing capabilities for non-medical invoices to automobile insurance companies.

Once an invoice has been submitted, our Processing Center Team members will produce letters, make phone calls, and perform any necessary follow-up on behalf of the City to ensure that maximum revenue is achieved for each incident. An invoice submitted more than 30 days from the incident date typically generates less revenue so we recommend your personnel gather as much information as possible at the scene in an effort to optimize your recovery.

If denied, the claim then moves to our escalation team who responds to the reasons for the denial, provides the responsible party(s) of laws pertaining to the claim, and strategizes the most effective way to counter further denials of the claim.

You always have 24/7 access to submitted runs, and you can view each call made on your behalf to collect the claim. No other competitor offers this level of transparency.

Payment of Runs: On or before the 7th of each month, we issue a check for all payments received prior to the previous month's cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

AVERAGE COLLECTION RATES

Overall Average / All Services = 70% to 90%, depending on the type of run

All of the following collection rates are dependent on the quality of the billing data provided by the fire department and are listed assuming good data.

Detail:

- Fluid-based MVAs: 90%
- Non-fluid-based MVAs: 30%
- Vehicle Fires: 31%
- Structure Fires: 42%
- Other Fires: 30%
- Water Incidents: 34%
- Hazardous Materials Incidents: 60%
- Special Rescue Incidents: 34%
- Inspections/Permits – 97%

The following page lists the data required to produce a strong claim for your services. The items in yellow are considered necessary by the insurance industry.



DATA REQUIRED FOR A CLAIM

Date: _____		Incident # _____	
Fire Officer: _____		Alarm Time: _____	Cleared Time: _____
Location: _____			
Vehicle #1		Vehicle #2	
Drivers Name: _____		Drivers Name: _____	
Street Address: _____		Street Address: _____	
City, State, Zip: _____		City, State, Zip: _____	
Phone Number: _____		Phone Number: _____	
Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No		Member or Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Insurance Company: _____		Insurance Company: _____	
Policy #: _____		Policy #: _____	
Vehicle Make & Model/ License: _____		Vehicle Make & Model/ License: _____	
REQUIRED For Extrication and Landing Zone			
Which party was extricated (circle):		DRIVER / PASSENGER	
Extrication vehicle (Example: Honda, Ford, Dodge, etc.): _____			
Which party was the landing zone established for (circle):		DRIVER / PASSENGER	
Landing Zone established for which vehicle (circle):		DRIVER / PASSENGER	
* Add other details in Narrative Section (below)			
REQUIRED For HAZMAT (Trucking Incidents & High-Dollar HAZMAT Incidents)			
Name of the trucking company: _____			
Name of the driver: _____			
Name of the commercial insurance: _____			
DOT # (helpful, but not required): _____			
* Add other details in Narrative Section (below)			
Narrative: (Please provide a brief description of duties performed):			
Apparatus On Scene:		Personnel On Scene:	
Scene Procedures (Indicate all that apply):			
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Fluids Mitigation	<input type="checkbox"/> Helicopter Ops	<input type="checkbox"/> Extrication with Tools
<input type="checkbox"/> C-Spine	<input type="checkbox"/> Ambulance Transport	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Vehicle Fire
<input type="checkbox"/> Heavy Rescue	<input type="checkbox"/> Rope Rescue	<input type="checkbox"/> Airbags	<input type="checkbox"/> Debris Clean up

Screenshot of our Recovery Hub showing actual collection statistics for an existing customer.

RecoveryHub

Home Claims Inspections False Alarms Invoices Users

Get a Feel For What's Happening

Claims

Monthly Totals (Sep 2020)	This Month		Last Month		All Year	
Claims Submitted	5	\$1,238.40	13	\$22,724.40	89	\$146,026.56
Payments Received By FRUSA	3	\$2,495.60	7	\$7,779.56	44	\$33,603.00
Claims Denied	0	\$0.00	0	\$0.00	4	\$3,220.80
NON-BILLABLE - (INADEQUATE INFO PROVIDED BY FD)	0	= \$0.00	0	= \$0.00	5	= \$3,559.85
Drafts	5	= \$0.00	1	= \$404.80	6	= \$4,271.82
Non-Billable (Other)	0	-	2	-	15	-
In Progress	5	-	8	-	33	-

Current Collection Statistics	YTD	Claims	Rate	All Time	Claims	Rate
Collected	\$42,003.75	44	92%	\$298,446.94	296	89%
Denied	\$4,026.00	4	8%	\$61,881.00	35	11%
Non-Billable (No Coverage)	\$6,084.25	13		\$80,938.67	81	
Non-Billable (Insufficient Information)	\$6,098.50	4		\$10,843.50	16	

Currently In Progress	Claims	Total
In Progress	25	\$72,290.00

If you are on our RLE data-link then the run data will automatically be waiting for you in our Drafts page. This information is extracted automatically from your RMS (Records Management System). If you are entering your run data manually (or copy-and-paste from your internal RMS or NFIRS), then you click on "New Run" and enter the data. You only are required to provide data in a field with a red line at the right side. The other fields are helpful, but not required.

Runs Currently In Progress

Run # or Last Name

RUNS IN PROGRESS

Glenda Run #: 2020-CLCFD-1992	Run Date: 07/02/2020	Status: Unassigned
ANGEL Run #: 2020-CLCFD-2670	Run Date: 08/23/2020	Status: Unassigned
MELANIE Run #: 2020-CLCFD-2593	Run Date: 08/16/2020	Status: Unassigned
MARIA Run #: 2020-CLCFD-2667	Run Date: 08/22/2020	Status: Unassigned
MICHAEL Run #: 2020-CLCFD-2745	Run Date: 08/28/2020	Status: Unassigned
Arcadio Run #: 2020-CLCFD-2692	Run Date: 08/24/2020	Status: Unassigned
Zebidiah \$563.20 Run #: 2020-CLCFD-1851	Run Date: 06/21/2020	Status: Invoiced Direct
Megan \$348.00 Run #: 2020-CLCFD-0709	Run Date: 03/06/2020	Status: Under Review
Ashley \$1,594.00 Run #: 2020-CLCFD-4988	Run Date: 02/15/2020	Status: Follow Up
Roger \$9,151.20 Run #: 2020-CLCFD-2035	Run Date: 07/05/2020	Status: Invoiced Insurance
Teresa \$12,260.00 Run #: 2019-CLCFD-3311	Run Date: 11/09/2019	Status: Under Review
Farron \$404.80 Run #: 2020-CLCFD-1478	Run Date: 05/19/2020	Status: Under Review
John \$460.80 Run #: 2020-CLCFD-2440	Run Date: 08/04/2020	Status: Invoiced Insurance
[REDACTED] \$3,636.80 Run #: 2020-CLCFD-2421	Run Date: 08/03/2020	Status: Invoiced Insurance
Sandra Run #: 2020-CLCFD-1919	Run Date: 06/25/2020	Status: Requesting information
[REDACTED] \$5,344.20 Run #: 2020-CLCFD-2279	Run Date: 07/24/2020	Status: Invoiced Insurance

By clicking on any run, you have access to the original run submission data as well as all the notes from our processing team. You can see when it's been approved for payment, when we receive the payment and know this amount will be in your next monthly check.

George - Central Lyon County Fire District #2020-

Summary Information

Gross Invoiced: \$1,245.50
Net Invoiced: \$996.40

Insurance: ACTION AUTO INSURANCE
Claim Number: 97A659214
Invoice Number: 834648

Assigned to: Sam Status: Invoiced Insurance

CLAIM NOTES

- i
invoice faxed to Dairyland. 08-18-2020 10:13 am
- i
Adjuster from Action insurance called back and gave me the number to file a claim with Dairyland. 08-14-2020 2:48 pm
- i
Updated adjuster information: 08-14-2020 2:47 pm
 Amber Kephart
 Phone: 563-[REDACTED]
 Fax: 888-729-2225
 Email:
 Company: Dairyland

Viewing or Printing Reports is Available 24/7: Fire Recovery USA offers an extensive reporting and account overview capability within our web-based recovery application, RecoveryHub. As such, your data is available to you on-demand, and can be accessed 24/7 from any internet-connected computer.

Fire Recovery USA offers training on our systems and reporting capabilities as part of the implementation process. The main benefit of this program is our exclusive 24/7 "Real-Time" information and status access through our RecoveryHub website. You'll never again have to wait for your data or reports. You can access from virtually any computer, anywhere in the world.

The status of each run (Current or Archived) is available 24/7, online, on RecoveryHub. This will both provide immediate account information, but also allow you to forecast incoming funds and plan for their use.

Status	State	Run Date	Run Number	Created	Last Modified	Paid Date	Last Name	Insurance	Invoiced	Received	FD%
Payment Received	NV	2/9/20	2020-CLCFD-43	2/9/20	3/10/20	3/10/20	XXX	Mendota Insurance	435	435	348
Payment Received	NV	2/10/20	2020-CLCFD-43	2/14/20	7/29/20	7/29/20	XXX	Mendakota Insurance	1,560	1,560	1,248
Payment Received	NV	2/27/20	2020-CLCFD-63	3/11/20	8/7/20	8/7/20	XXX	Foremost	500	500	400
Payment Received	NV	3/7/20	020-CLCFD-721	4/16/20	4/21/20	4/21/20	XXX	Allstate	452	495	396
Payment Received	NV	3/13/20	2020-CLCFD-77	3/13/20	6/9/20	6/8/20	XXX	Gas Leak	633	633	506
Payment Received	NV	4/9/20	020-CLCFD-105	4/15/20	5/1/20	5/1/20	XXX	Unknown	506	506	405
Payment Received	NV	5/8/20	20-CLCFD-136	7/22/20	8/7/20	8/7/20	XXX	Farmers Insurance	3,333	3,333	2,666
Payment Received	NV	5/29/20	020-CLCFD-159	5/29/20	6/29/20	6/28/20	XXX	AAA	576	576	461
Payment Received	NV	6/15/20	020-CLCFD-177	6/23/20	7/7/20	7/6/20	XXX	Shelter	576	576	461
Payment Received	NV	7/4/20	020-CLCFD-202	7/4/20	7/14/20	7/14/20	XXX	State Farm Mutual Auto	506	250	200
Payment Received	NV	7/13/20	020-CLCFD-211	7/18/20	8/13/20	8/13/20	XXX	Geico	2,826	2,826	2,261
Payment Received	NV	7/17/20	020-CLCFD-218	7/18/20	9/2/20	9/2/20	XXX	Nationwide E&S/Specialty	972	972	778
Payment Received	NV	8/4/20	020-CLCFD-243	8/6/20	8/28/20	8/28/20	XXX	Allstate	506	506	405
Payment Received	NV	8/16/20	020-CLCFD-260	8/17/20	9/8/20	9/8/20	XXX	CSAA General Insurance Co.	1,642	1,642	1,313
Grand Totals									15,021	14,808	11,847

Collections (Optional)

If we are unable to collect on a run that we feel is a viable claim we offer you the choice to “walk-away” and list as uncollectable or turn the account over to collections.

After exhausting all efforts to resolve account balances, including sending a final pre-collection letter to the individual or insurance company requesting final payment, optionally, accounts can be sent back to the County or the designated collection agency per the County’s choosing. **Fire Recovery USA is not a collection agency and does not use “hard collection” techniques in its approach.**

Depending on the County’s preference and collections policy, we are open to working with your preferred collections agency or using our collection agency.

Payment of Runs

While payments can be received from Fire Recovery USA in a variety of ways, depending on your specific needs, typically on or before the 7th of each month, we issue a check for all payments received prior to the previous month’s cut-off date (typically the 24th), minus our collection fee. This payment will also include an itemized breakdown of what runs the check is paid against.

Some common reporting filters



Filter my view

- All
- Archived per FD
- Resident
- Sent To Collections
- Payment Received
- Denied
- Unbillable
- False Alarm Below Threshold
- Non-Billable (Insufficient Information)
- Law Office

Order By

- Oldest to Newest
- Newest to Oldest
- Most Recently Updated
- Least Recently Updated
- Insurance
- Run #

Some other reports viewable on the RecoveryHub dashboard



Claims

Monthly Totals (Sep 2020)	This Month		Last Month		All Year	
Claims Submitted	5	\$1,238.40	13	\$22,724.40	89	\$146,026.56
Payments Received By FRUSA	3	\$2,495.60	7	\$7,779.56	44	\$33,603.00
Claims Denied	0	\$0.00	0	\$0.00	4	\$3,220.80
NON-BILLABLE - (INADEQUATE INFO PROVIDED BY FD)	0	= \$0.00	0	= \$0.00	5	= \$3,559.85
Drafts	5	= \$0.00	1	= \$404.80	6	= \$4,271.82
Non-Billable (Other)	0	-	2	-	15	-
In Progress	5	-	8	-	33	-

Current Collection Statistics						
	YTD	Claims	Rate	All Time	Claims	Rate
Collected	\$42,003.75	44	92%	\$298,446.94	296	89%
Denied	\$4,026.00	4	8%	\$61,881.00	35	11%
Non-Billable (No Coverage)	\$6,084.25	13		\$80,938.67	81	
Non-Billable (Insufficient Information)	\$6,098.50	4		\$10,843.50	16	

Currently In Progress		
	Claims	Total
In Progress	25	\$72,290.00

PROPOSED TIMELINE

PROPOSED TIMELINE:

A timeline for accomplishing the scope of work identified in this proposal, estimating the amount of time it will take to complete each task. Unless advised otherwise by the Fire Department, our "System Implementation" plan is as follows:

1. Upon receipt of a signed contract from the Client, Fire Recovery USA will request information in order to setup your account file in RecoveryHub. This information is required in order to facilitate the account setup.
 - a. Information includes basic account information.
 - b. Who will manage the project for the Fire Department
 - c. Where checks are to be mailed, etc.
2. Fire Recovery USA will need a contact for the Fire Department to install the link to your RMS software application (if applicable) to export the data automatically from your RMS Software.
3. FRUSA will provide the information on how to submit runs into our system. Live training, a Zoom or Conference Call is available upon request (most clients need no more help the information we send).
4. FRUSA will provide "printable" Run Reports (for use "on-site" during the billable event in order to collect the correct billing data).
5. In most cases, our clients can begin billing within one to two weeks of receipt of your signed contract, depending on how fast our clients can schedule the training of their personnel.

POTENTIAL ISSUES/CHALLENGES:

Due to our vast knowledge and years of experience as the largest and most successful billing service in our industry, we foresee no issues or challenges in meeting or exceeding the goals of this project. Our systems have multiple levels of backups in order to minimize unexpected downtime.

REFERENCES

List below other organizations for which these or other similar services have been provided:

Agency Name: Rural Metro Corporation
Address: 8465 N. Pima Road
City, State, Zip Code: Scottsdale, AZ 85258
Population: 4,485,414 in coverage area
Telephone Number: (602) 489-6540
Contact Person: Matt Muse – matt.muse@gmr.net
Service Dates: 3/2019 to Present
Launch Time: One week

Agency Name: Clayton County Fire Department
Address: 7810 Highway 85
City, State, Zip Code: Riverdale, GA 30274
Population: 259,524
Telephone Number: (314) 645-3000
Contact Person: Tim Sweat - tim.sweat@ccfes.org
Service Dates: 11/2015 to Present
Launch Time: One week

Agency Name: Orland Fire Protection District
Address: 9788 W. 151 St.
City, State, Zip Code: Orland Park, IL 60462
Population: 56,767
Telephone Number: (708) 349-0074
Contact Person: Michael Schofield - m.schofield@orlandfire.org
Service Dates: 4/2014 to Present
Launch Time: One week

Agency Name: Waukegan Fire Department
Address: 1101 Belvidere Road
City, State, Zip Code: Waukegan, IL 60085
Population: 87,729
Telephone Number: (847) 625-6339
Contact Person: George Bridges - george.bridges@waukeganil.gov
Service Dates: 7/2011 to Present
Launch Time: One week

Agency Name: City of Elgin
Address: 550 Summit St.
City, State, Zip Code: Elgin, IL 60120
Population: 112,456
Telephone Number: (847) 931-6180
Contact Person: Robb Cagann - cagann_r@cityofelgin.org
Service Dates: 4/2012 to Present
Launch Time: One week

Agency Name: Janesville Fire Department
Address: 303 Milton Avenue
City, State, Zip Code: Janesville, WI 53545
Population: 63,479
Telephone Number: (608) 755-3050
Contact Person: Ernie Rhodes - rhodese@ci.janesville.wi.us
Service Dates: 2/2010 to Present
Launch Time: One week

COST / PRICING PROPOSAL

Fire Recovery USA will provide the billing services as stated in the SOW for a flat percentage per collected claim. This will include faxing/mailing of all documents, invoices, postage, envelopes, telephone calls and follow up phone calls until the account is paid, posting and depositing of payments and reporting functions, etc.

Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee.

Fee: 22% of Gross Collected Revenue.

REVENUE FORECAST

Estimated GROSS Revenue = \$137,088

Estimated NET Revenue = \$106,929

NOTES:

1. The Revenue Forecast assumes you'll be submitting all billable runs.

(See Following Page for Revenue Forecast Detail)



Emergency Incident Recovery Forecast

**While we cannot make guarantees for cost recovery,
the following is an estimated forecast.**

Tinley Park Fire Department

<i>Items</i>	<i>Incidents per Year</i>	<i>Percent Collected</i>	<i>Amt. Billed</i>	<i>Totals</i>
MVA (with fluids on ground)	217	90%	@ \$520 =	\$101,556
MVA (no fluids on ground)	217	30%	@ \$520 =	\$33,852
Vehicle Fires	0	20%	@ \$605 =	\$0
Landing Zones	0	60%	@ \$2,100 =	\$0
Fires	0	60%	@ \$500 =	\$0
Hazardous Conditions	4	60%	@ \$700 =	\$1,680
Special Rescue	0	60%	@ \$400 =	\$0
SUBTOTAL COLLECTED				\$137,088

TOTAL RETURNED TO THE FIRE DEPARTMENT (per year)	\$106,929
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** Emergency Incident Billing typically takes up to two years for a full "At Plan" ramp up, therefore be advised Year 1 revenue may be as much as 50% lower than the ongoing revenues.*

** This forecast is highly dependent on the client providing adequate billing data to enable us to meet our normal collection rates. This will be reinforced during training.*

** Landing Zones only applies to temporary Landing Zone creation.*

Based on Data from: 2021
Forecast Prepared on: 6/6/22

VARIANCES

A. 2.1.3 Reports must clearly differentiate between resident and non-resident customers.

We do not offer this specific differentiation in our reports, however, we do distinguish resident and non-resident customers for billing purposes.

B. 2.1.8 Must be capable of provide billing and customer data to the Village so integration is possible with existing (Tyler Eden) and future (BS&A) Financial systems. **Yes, pricing and scope of project work to be determined.**

C. 3.1.1 Must be authorized to bill for EMS and fire rescue emergency services in the State of Illinois. **We do not offer EMS Medical or Ambulance Transport billing.**

D. 3.2.1 Does the service support single sign on with Azure AD? **Not at this time.**

F. 3.2.2 Is there an API available for Village use? **Not at this time.**

APPENDIX B – Requirements & Specifications**Section 1 Billing**

1.1 Billing Requirements	Yes	No
1.1.1 Must have ability to provide direct deposit of collected funds into the Village's bank account	X	
1.1.2 Service must accept responsibility for customer billing inquiries and complaints during regular business hours	X	
1.1.3 Service must have ability to obtain insurance information from medical institutions should the information provided by the Village lack proper information	X	
1.1.4 Upon receipt of the Village's data, service must review, prepare, and mail invoices to the customer within seven (7) business days	X	
1.1.5 Mailing must include all necessary forms and information needed for payment processing	X	
1.1.6 Must provide monthly statements informing customers of outstanding balances	X	
1.1.7 Must be capable of billing per Village Ordinance (listed in Appendix C)	X	

1.2 Billing Specifications	Yes	No
1.2.1 The Village's current collection company is Municipal Collection Services LLC. Does the service have the ability to electronically submit bad debt accounts to aforementioned vendor?	X	

Section 2 Data & Reporting

2.1 Data & Reporting Requirements	Yes	No
2.1.1 Must be able to electronically receive information from current Village Fire RMS system Fireworks by EPR	X	
2.1.2 Must provide means for tracking submitted claims to ensure timely payments	X	
2.1.3 Reports must clearly differentiate between resident and non-resident customers		X
2.1.4 Must provide daily reporting capability which provides detailed activity including receipts, charges, adjustments, and total accounts receivable	X	
2.1.5 Must provide reporting showing all transactions that effect General Ledger	X	

2.1.6 Must provide prompt, accurate monthly reporting which includes gross charges billed for the month minus contractual allowances, write-offs (abatement, dismissals, bankruptcies, and settlements), and refunds rolling up to the net ending accounts receivable balance due, trips per month, number of patients per month, gross charges per trip, cash collected per trip and net collection percentage per trip	X	
2.1.7 Must prepare a financial summary showing "period to date" and "year to date" totals for charges, receipts, adjustments, net accounts receivable, total accounts, receivable, and collection percentage, and aging reports	X	
2.1.8 Must be capable of provide billing and customer data to the Village so integration is possible with existing (Tyler Eden) and future (BS&A) Financial systems	X	
2.1.9 Must ensure that all data collection, reporting, and billing methods comply with all current state and federal regulations	X	
2.1.10 Must provide 24/7 online access to information & reports	X	
2.1.11 Must have ability to provide data in actionable format (i.e. not PDF) regarding bills with no payment activity at either 90 or 120 days (to be determined by Village during implementation) so that past-due collection processes can commence, omitting customers with already established payment plans	X	

Section 3 Technical/General

3.1 Technical/General Requirements	Yes	No
3.1.1 Must be authorized to bill for EMS and fire rescue emergency services in the State of Illinois Fire Only		X
3.1.2 Must ensure proper security and confidentiality of patient information and records, as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA)	X	
3.1.3 Must maintain generally accepted accounting procedures for the reconciling of all financial transactions	X	
3.1.4 Provide a sample implementation plan (preferably of already provided reference) with projected activities and timelines, including all scheduled milestones	X	

3.2 Technical/General Specifications	Yes	No
3.2.1 Does the service support single sign on with Azure AD?		X
3.2.2 Is there an API available for Village use?		X
3.2.2.1 If yes, list cost		

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: Fire Recovery USA

EMERGENCY RESPONSE REIMBURSEMENT	
Required Items	
Fee for collections (enter as percent of amount collected)	22%
Optional Items	
Additional fees or charges (if present attach documentation explain costs in detail)	n/a

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

Fire Recovery USA (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: **Fire Recovery USA**

Street Address: **2271 Lava Ridge Court, Suite 120**

City, State, Zip: **Roseville, CA 95661**

Name (Printed): **Mike Rivera**

Signature: 

Title: **Chief Business Development Officer**

Phone Number: **(916) 238-8541**

Email Address: **mike@firerecoveryusa.com**

Date: **November 10, 2023**



Interoffice

Memo

Date: December 15, 2023

To: Village Board

From: Pat Carr, Village Manager

CC: Hannah Lipman, Asst. Village Manager

Subject: Staffing Agreement

With a continued leadership vacancy in the Finance Department, staff is expanding the services of GOVTemps. This individual is a former Finance Director from a neighboring community and will be providing temporary administrative leadership to the Finance Department in the following areas:

1. Provide financial guidance to the Finance Department and other members of Administration.
2. Assist Finance staff in the annual audit, reporting, and related filings.
3. Assist in the process of assembling, preparing and monitoring the annual budget.
4. Revenue and incentive tracking.
5. Participation in meetings and discussions relevant to Village financial matters.
6. Assist in the evaluation and selection process for new ERP (enterprise resource program) financial, and related software applications.
7. Provide any additional work as directed by the Village Manager.
8. Assist in the screening and evaluation of Finance Director candidates.

The rate for this service will be \$126 per hour with a not to exceed amount of \$75,000. Staff is recommending approval of this agreement.



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

RESOLUTION
NO. 2023-R-154

**A RESOLUTION AUTHORIZING AN EMPLOYEE LEASING AGREEMENT WITH
GOVTEMPS FOR PROVISION OF A FINANCE CONSULTANT**

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-154**A RESOLUTION AUTHORIZING AN EMPLOYEE LEASING AGREEMENT WITH GOVTEMPS FOR PROVISION OF A FINANCE CONSULTANT**

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 Professional Services Agreement with GovTemps, a true and correct copy of such Employee Leasing Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH GOVTEMP FINANCE CONSULTANT

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-154, “A RESOLUTION AUTHORIZING AN EMPLOYEE LEASING AGREEMENT WITH GOVTEMPS FOR PROVISION OF A FINANCE CONSULTANT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

 VILLAGE CLERK

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPS a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **VILLAGE OF TINLEY PARK** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will, to the extent applicable and/or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and

Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act (“ERISA”) of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers’ Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers’ compensation coverage covering its Assigned Employee’s work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client’s supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration (“OSHA”) statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee’s workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps’ internal and external loss control specialists, GovTemps’ workers’ compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps’ workers’ compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client’s premises to

ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance

premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPS/MGT CONSULTING
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
E-Mail: mearl@govhrusa.com

If to Client:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
Attention: Pat Carr
Telephone: (708) 444-5010
E-Mail: pcarr@tinleypark.org

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPS, a division of MGT of AMERICA CONSULTING, LLC

By  _____

Name: A. Trey Traviesa
Title: CEO – GovTemps/MGT Consulting

CLIENT

By _____
Name: _____
Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Ann Marie Mampe

POSITION/ASSIGNMENT: Finance Consultant

TERM OF POSITION: January 1, 2024 – June 28, 2024. Agreement will automatically be extended on a bi-weekly basis unless either party provides two weeks advance written notice.

Either party may terminate the agreement by providing two weeks advance written notice.

BASE COMPENSATION: \$126/hour. Hours per week will vary but are expected to average 10-15 hours/week. Hours worked shall be communicated via email to payroll@govtempsusa.com by the close of business on the Monday after the prior work week. Client will be invoiced every other week and payment may be remitted via check or ACH.

GOVTEMP/MGT CONSULTING

CLIENT:

By: 

By: _____

Date: 12/13/2023

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

DOES NOT APPLY

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12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205015	12/5/2023	006507 POSTMASTER, U. S. POST OFFICE	120523		FIRST CLASS PERMIT #6 - POSTAG 01-35-000-72110	4,015.00
					Total :	4,015.00
205016	12/8/2023	008882 3CMA	3172		INDIVIDUAL MEMBERSHIP - ANNUA 01-35-000-72720	400.00
					Total :	400.00
205017	12/8/2023	014472 AERO RUBBER COMPANY, INC.	120123		STORAGE SPACE RENTAL 12/1/23	
				VTP-020499	60-00-000-75118	869.40
				VTP-020499	63-00-000-75118	869.40
				VTP-020499	64-00-000-75118	745.20
					Total :	2,484.00
205018	12/8/2023	002734 AIR ONE EQUIPMENT, INC	200420		EXTRICATION GLOVES	
				VTP-020433	01-19-000-74619	1,800.00
					01-19-000-74619	25.00
			200422		FIRECRAFT SAFETY GLOVE	
				VTP-020438	01-19-000-74619	2,100.00
					01-19-000-74619	15.00
			200423		FIREFIGHTER GLOVES	
				VTP-020436	01-19-000-74619	2,100.00
					01-19-000-74619	15.00
			200755		BUNKER GEAR - SCHARNHORST,	
				VTP-020166	01-19-000-74619	10,629.00
					01-19-000-74619	20.00
			200756		BUNKER GEAR - LOPEZ, O'HAGAN	
				VTP-020164	01-19-000-74619	10,629.00
					01-19-000-74619	20.00
					Total :	27,353.00
205019	12/8/2023	002856 AIRY'S, INC	28466		6" FORCE SEWER MAIN BREAK - 8	
					60-00-000-72745	2,256.96
					63-00-000-72745	2,256.96
					64-00-000-72745	1,934.55
					60-00-000-72745	81.75

vchlist
12/08/2023 1:30:28PM

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>
205019	12/8/2023	002856 AIRY'S, INC	(Continued)		64-00-000-72745	70.07
					63-00-000-72745	81.75
					Total :	6,682.04
205020	12/8/2023	021170 ALL AMERICAN AWARDS & APPAREL	20685		TABLE THROW - 8' DRAPED W/CUR	
					01-19-000-72524	600.00
					Total :	600.00
205021	12/8/2023	020879 AMAZON CAPITAL SERVICES, INC.	143J-RY9D-PN17		MECHANICS EQUIPMENT GREASE	
				VTP-020458	60-00-000-73410	233.39
				VTP-020458	63-00-000-73410	25.93
				VTP-020458	01-26-023-73410	370.46
				VTP-020458	01-26-024-73410	185.24
				VTP-020458	64-00-000-73410	111.14
			1JKP-QFQ4-6K9F		SPEEDBUMP/CABLE PROTECTOR	
					01-35-000-73570	319.90
			1K6D-61YP-HGCG		FIELD SURVEYING BOOK ORDER#	
					60-00-000-73110	8.66
					63-00-000-73110	0.96
					64-00-000-73110	4.12
					01-26-023-73110	13.74
			1PV9-F6FR-7GLG		SNOW MACHINE FLUID ORDER# 1	
					01-26-025-73870	29.98
					Total :	1,303.52
205022	12/8/2023	016616 AMERICAN MEDICAL RESPONSE	10994		EMS SERVICE AGREEMENT 11/1-11	
					01-21-000-72856	45,590.98
					Total :	45,590.98
205023	12/8/2023	020071 AMSIVE LLC	568753		LATE NOTICES NOVEMBER 2023 -	
					60-00-000-72310	261.36
					64-00-000-72310	112.01
					60-00-000-72110	446.29
					64-00-000-72110	191.27
			568754		NOVEMBER '23 WATER BILLS	
					60-00-000-72110	2,349.03

vchlist
12/08/2023 1:30:28PM

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>
205023	12/8/2023	020071 AMSIVE LLC	(Continued)		60-00-000-72310 64-00-000-72110 64-00-000-72310	1,251.77 1,006.73 536.47
Total :						6,154.93
205024	12/8/2023	002756 APCO INTERNATIONAL INC.	1053522	VTP-020486	FIRE SERVICE COMMUNICATIONS 01-21-210-72140	466.00
Total :						466.00
205025	12/8/2023	003015 BEHRENS, JERRY	112523	VTP-019957	FY24 BENEFIT REIMBURSEMENT 01-14-000-72435	197.00
Total :						197.00
205026	12/8/2023	012511 BEST BUY BUSINESS ADVANTAGE	02039420231110		****5339 VILLAGE TINLEY PARK 01-16-000-74128	15.98
Total :						15.98
205027	12/8/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230114		VTP2348 - REMOVAL OF SPOILS E 01-26-023-72890 60-00-000-73681 63-00-000-73681 64-00-000-73681	150.00 220.50 24.50 105.00
Total :						500.00
205028	12/8/2023	019360 BONDI, THOMAS	111323		REIM: LUNCHES DURING 5 DAY TR 01-17-220-72140	75.00
Total :						75.00
205029	12/8/2023	019256 BURWOOD GROUP INC	PS-33576-R2R1		TOUCHBASE ON ADC UPGRADE, M 01-16-000-72650	418.50
Total :						418.50
205030	12/8/2023	003243 CDW GOVERNMENT INC	MZ04352 NB26595		TRIPP 6FT DP TO HD ADAPTER 01-16-000-74128 POLY ENCOREPRO HW510 NA RO 01-16-000-74128	31.02 204.66

vchlist
12/08/2023 1:30:28PM

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>
205030	12/8/2023	003243	003243 CDW GOVERNMENT INC		(Continued)	Total : 235.68
205031	12/8/2023	015199	CHICAGO PARTS & SOUND LLC		MTR SP589 NOLOCN - POLICE #5A	
				3-0059243	01-17-205-72540	34.98
				3-0059296	CAB FILTER - UNIT #1	
					01-26-023-72540	13.25
					64-00-000-72540	3.98
					63-00-000-72540	2.32
					60-00-000-72540	6.95
				3-0059333	MTR FA1782A NOLOCN - STREET #	
					01-26-023-72540	23.08
				3-0059351	PRIME GUARD OIL - WATER #1	
					60-00-000-72540	15.34
					63-00-000-72540	5.11
					64-00-000-72540	8.77
				3-0059363	HIGHT TEMP DOT - STREET #49	
					01-26-023-72540	12.70
				3-0059408	MOTOR OIL, WINSHIELD WIPERS -	
					60-00-000-72540	17.18
					63-00-000-72540	5.73
					64-00-000-72540	9.81
					Total :	159.20
205032	12/8/2023	003137	CHRISTOPHER B.BURKE ENGINEERNG	188319	01.R160373.0002 INTERIM VILLAGE	
					64-00-000-72840	1,553.78
				188320	01.R160373.00008 POST 5 LIFT STA	
					61-00-000-72840	510.00
				188321	01.R160373.00030 WESTERN PRES	
					26-00-000-75708	1,020.00
				188322	01.R160373.00031 183RD ST OVER	
					20-00-000-75814	644.00
				188323	01.R160373.00036 POST 13 LIFT ST	
					VTP-020110 61-00-000-75320	2,506.90
				188324	01.R160373.0009B DESIGN & ENGI	
					VTP-020328 30-00-000-75905	18,179.55
				188325	01.R160373.D033B ENGINEERING :	
					VTP-020122 62-00-000-75705	255.00

vchlist
12/08/2023 1:30:28PM

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>
205032	12/8/2023	003137	003137 CHRISTOPHER B.BURKE ENGINEEI (Continued)			Total : 24,669.23
205033	12/8/2023	013820	CINTAS CORPORATION		MATS - VH	
				4175605723	01-26-025-72790	268.25
				4175921228	MATS - PD	
					01-26-025-72790	35.00
					Total :	303.25
205034	12/8/2023	012057	COMCAST CABLE		ACCT#8771401810784702 7825 167	
				8771401810784702	01-19-000-72517	101.51
					Total :	101.51
205035	12/8/2023	013878	COMED - COMMONWEALTH EDISON		ACCT#2777112019 175TH & SANDL	
				2777112019	01-26-023-72510	104.59
				3214011009	ACCT#3214011009 16853 LAKEWOI	
					64-00-000-72510	253.34
				8363023007	ACCT#8363023007 179TH ST & 82N	
					60-00-000-72510	206.72
					63-00-000-72510	206.71
					Total :	771.36
205036	12/8/2023	018234	CORE & MAIN LP		METER COUPLINGS	
				U009781	60-00-000-73631	627.20
					64-00-000-73631	268.80
					Total :	896.00
205037	12/8/2023	003635	CROSSMARK PRINTING, INC		PLUMBING INSPECTOIN APPROVA	
				93320	01-33-000-72310	199.95
					Total :	199.95
205038	12/8/2023	020338	DACRA TECH LLC		E-TICKETING SUBSCRIPTION FY24	
				DT2023-10-114	01-16-000-72655	2,090.00
					Total :	2,090.00
205039	12/8/2023	014690	DARLING INGREDIENTS INC		KONA CAFE SERVICE FEE TRAP &	
				13035371	01-26-025-72520	983.25
					Total :	983.25

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 6

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>
205040	12/8/2023	018379 DM INDUSTRIAL JANITORIAL SERV	7720	VTP-020345	JANITORIAL SERVICES AT POLICE 01-26-025-72525	3,720.00 Total : 3,720.00
205041	12/8/2023	003818 DOJE'S FORENSIC SUPPLIES	23722		LATENT LIFT PADS, 6 PACK 01-17-225-73550	327.45 Total : 327.45
205042	12/8/2023	004152 ECOLAB PEST ELIMINATION INC.	3914835		RODENT CEILING SERVICE - VH 01-26-025-72790	607.85
			3914836		COCKROACH/RODENT PROGRAM 01-26-025-72790	86.48 Total : 694.33
205043	12/8/2023	004010 ED & JOE'S PIZZA	111423		MEETING WITH MAYOR AND DEVE 01-12-000-72220	32.20
			120123		EMPLOYEE ENGAGEMENT - HALLC 01-14-000-72974	275.08 Total : 307.28
205044	12/8/2023	019561 ENDLESS COMMUNICATIONS USA LLC	DG-2308		PUSH TO TALK LTE DATA RADIO S 01-42-000-72550	45.74 Total : 45.74
205045	12/8/2023	004177 FEDERAL SIGNAL CORPORATION	8447547	VTP-020511	KUSSMAUL INVERTOR FOR BATT 01-19-000-72540	1,690.00 Total : 1,690.00
205046	12/8/2023	004267 FIRST AYD CORP	PSI638866	VTP-020238	VEHICLE MAINTENANCE SUPPLIE 01-26-023-72540	90.43
				VTP-020238	64-00-000-72540	22.83
				VTP-020238	01-26-023-72540	111.93
				VTP-020238	01-26-024-72540	55.96
				VTP-020238	60-00-000-72540	58.76
				VTP-020238	63-00-000-72540	19.59
				VTP-020238	64-00-000-72540	33.58
				VTP-020238	01-26-023-72540	67.10

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12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205046	12/8/2023	004267	FIRST AYD CORP	(Continued)		
				VTP-020238	01-26-024-72540	33.56
				VTP-020238	60-00-000-72540	35.23
				VTP-020238	63-00-000-72540	11.74
				VTP-020238	64-00-000-72540	20.13
				VTP-020238	01-26-023-72540	78.86
				VTP-020238	01-26-024-72540	39.44
				VTP-020238	60-00-000-72540	41.40
				VTP-020238	63-00-000-72540	13.80
				VTP-020238	64-00-000-72540	23.66
				VTP-020238	01-26-023-72540	26.97
				VTP-020238	01-26-024-72540	13.49
				VTP-020238	60-00-000-72540	14.16
				VTP-020238	63-00-000-72540	4.72
				VTP-020238	01-26-024-72540	45.22
				VTP-020238	60-00-000-72540	47.48
				VTP-020238	63-00-000-72540	15.83
				VTP-020238	64-00-000-72540	27.12
				VTP-020238	01-26-023-72540	72.77
				VTP-020238	01-26-024-72540	36.38
				VTP-020238	60-00-000-72540	38.20
				VTP-020238	63-00-000-72540	12.73
				VTP-020238	64-00-000-72540	21.84
				VTP-020238	01-26-023-72540	223.94
				VTP-020238	01-26-024-72540	111.97
				VTP-020238	60-00-000-72540	117.57
				VTP-020238	63-00-000-72540	39.19
				VTP-020238	64-00-000-72540	67.17
				VTP-020238	01-26-023-72540	48.86
				VTP-020238	01-26-024-72540	24.44
				VTP-020238	60-00-000-72540	25.56
				VTP-020238	63-00-000-72540	8.55
					Total :	1,802.16
205047	12/8/2023	020800	FIRST RESPONDERS WELLNESS	18252	WELLNESS CHECKS FROM 11/2 AM	
				VTP-020259	01-17-220-72855	2,100.00

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12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 8

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>
205047	12/8/2023	020800	020800 FIRST RESPONDERS WELLNESS (Continued)			Total : 2,100.00
205048	12/8/2023	020821	FLAGS USA LLC		112854 3'X5' NYLON NAVY FLAG WITH POI 01-26-025-73112	285.00 Total : 285.00
205049	12/8/2023	015058	FLEETPRIDE		112786849 LUBE FILTER, SPIN ON FULL FLOW 01-26-023-72540	42.02 Total : 42.02
205050	12/8/2023	012941	FMP		50-4911754 UPPER REAR CONTROL ARMS - PC 01-17-205-72540	309.86 Total : 309.86
205051	12/8/2023	011132	FORCE ENTERPRISES		059641 PRODUCTION OF 2024 LIFE AMPLI VTP-020483 01-35-000-73210 01-35-000-73210	4,112.58 60.00 Total : 4,172.58
205052	12/8/2023	004224	FOREST VIEW FARMS		120123 CARRIAGE RIDES FOR THE HOLID VTP-020463 01-35-000-72954	7,605.00 Total : 7,605.00
205053	12/8/2023	011611	FOX VALLEY FIRE & SAFETY CO.		IN00646005 RADIO INSTALLATION: WORKSITE 14-00-000-72800 IN00646006 RADIO INSTALLATION WORKSITE: 14-00-000-72800 IN00646007 KEYPAD W//IR RECEIVER WORKSI 14-00-000-72800 IN00646222 RADIO MAINTENANCE FEES 11/2 - VTP-019960 14-00-000-72750	1,009.00 1,009.00 1,009.00 9,096.50 Total : 12,123.50
205054	12/8/2023	020597	FOXIT CORPORATION		IN23111417153200 FOXIT PDF EDITOR FOR INDIVIDU 01-16-000-72655	539.97 Total : 539.97
205055	12/8/2023	015355	GEOCON PROFESSIONAL SERV, LLC		202311008 22-G1417 REL TP OAK RIDGE CON	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 9

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>
205055	12/8/2023	015355	GEOCON PROFESSIONAL SERV, LLC	(Continued)	16-00-000-72840	601.00
Total :						601.00
205056	12/8/2023	010415	GERARD & ROBERTS CONSTR. INC.	23575	2024 BENCHES ON THE AVENUE B 01-35-000-72923	6,985.00
Total :						6,985.00
205057	12/8/2023	015372	GIS CONSORTIUM	744	<GIS> - GISC SHARED INITIATIVES 01-16-000-72652 60-00-000-72652 63-00-000-72652 64-00-000-72652	3,400.00 2,142.00 238.00 1,020.00
Total :						6,800.00
205058	12/8/2023	015397	GOVTEMPSUSA LLC	4298428	A. MAMPE WEEKS ENDING 11/26/2 01-15-000-72790	535.50
Total :						535.50
205059	12/8/2023	019784	HEARTLAND BUSINESS SYSTEMS LLC	647309-H 648327-H	OFFICE 365 SHAREPOINT SITES C 30-00-000-74159 OFFICE 365 SHAREPOINT SITES C 30-00-000-74159	508.75 277.50
Total :						786.25
205060	12/8/2023	018696	HENRY'S HOUSE OF DECORATED	1145 1451 1500	LIGHTNING X LXPB40 TACTICAL O' 01-19-000-73610 SPORT TEK ST860 QUARTER ZIP/ I 01-19-020-73610 PORT & CO T-SHIRTS NAVY - MALT 01-19-000-73610	1,440.00 52.00 1,116.00
Total :						2,608.00
205061	12/8/2023	010238	HOME DEPOT CREDIT SERVICES	113023 WJ44612163	****2304 COLOR CHANGING DIMM/ 01-26-023-73870 ****2304 METAL ROTATING AND PC 60-00-000-73870	18.53 63.42

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 10

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>
205061	12/8/2023	010238	HOME DEPOT CREDIT SERVICES	(Continued)	63-00-000-73870 64-00-000-73870	7.04 30.21 Total : 119.20
205062	12/8/2023	001487	HOMEWOOD DISPOSAL SERVICE	8589297	DUMP CHARGES PER TON TKT#10 01-26-023-72890	349.70 Total : 349.70
205063	12/8/2023	005123	ILLINOIS FIRE INSPECTORS ASSOC	24114	2024 IFIA MEMBERSHIP DUES 01-19-020-72720	100.00 Total : 100.00
205064	12/8/2023	005186	INTERSTATE BATTERY SYSTEM	30001854	M-65HC BATTERY - STREET #49 01-26-023-72540	123.00 Total : 123.00
205065	12/8/2023	005251	J AND R SALES AND SERVICE INC.	8431	CIRCLIP - MIN ORDER QTY =10, CH 01-26-023-72530	181.89 Total : 181.89
205066	12/8/2023	005266	J.M.D. SOX OUTLET, INC.	20230532 20230534 20230535 20230547 20230550	WORK CLOTHES/KEVIN MCCARTH 01-26-025-73610 WORK CLOTHES/MICHAEL SCHRA 01-26-023-73610 WORK CLOTHES/DANIEL NUNEZ 01-26-024-73610 WORK CLOTHES/ED CHAPIN 01-26-023-73610 WORK CLOTHES/MICHAEL SCHRA 01-26-023-73610	19.95 154.62 254.97 56.90 109.94 Total : 596.38
205067	12/8/2023	021253	KANE, MARK	102423	REIM: HOTEL & MEALS 3 DAY MUL 01-17-220-72140	620.16 Total : 620.16
205068	12/8/2023	005379	KLEIN, THORPE & JENKINS, LTD	238158	LGL SVC ADMINISTRATIVE HEARIN	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
205068	12/8/2023	005379 KLEIN, THORPE & JENKINS, LTD	(Continued)		01-14-000-72876	1,677.00
					Total :	1,677.00
205069	12/8/2023	020858 LEDDIN GROUP LLC	12518		LEADERSHIP LAB 20-99 LEARNERS	
					01-12-000-72140	6,600.00
					Total :	6,600.00
205070	12/8/2023	021252 LESSARD, MICHAEL	120623		OVERPAYMENT FOR CRIME FREE	
					01-00-000-43025	50.00
					Total :	50.00
205071	12/8/2023	007100 M. E.SIMPSON COMPANY, INC	41498		WATER ASSESSMENT PROGRAM -	
				VTP-020279	60-00-000-72790	17,148.00
				VTP-020279	60-00-000-72513	3,675.00
					Total :	20,823.00
205072	12/8/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-740130		BATTERY - POLICE	
			40-741857		01-17-205-72540	-155.00
					FILTER ASSY - POLICE STOCK	
					01-17-205-72540	387.72
					Total :	232.72
205073	12/8/2023	020322 MASTER AUTO SUPPLY	15030-137568		BRK LINE 3/16 NICOPP - STREET #	
					01-26-023-72540	54.27
					Total :	54.27
205074	12/8/2023	005645 MEADE ELECTRIC COMPANY INC.	706594		TRAFFIC SIGNAL MAINTENANCE -	
					01-26-024-72775	580.94
					Total :	580.94
205075	12/8/2023	006074 MENARDS	47615		ACCT# 30860257 - 3/8 X 12 FO[2- S	
			49081		01-26-025-72520	26.54
			49097		ACCT# 30860257 11" BLACK CABLE	
			49109		01-26-023-73410	82.88
					ACCT# 30860257 LAMPHOLDER - F	
					01-26-025-72520	26.75
					ACCT# 30860257 300CT ICICLE, BL	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 12

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>
205075	12/8/2023	006074	MENARDS		(Continued)	
					60-00-000-73870	237.33
					63-00-000-73870	26.37
					64-00-000-73870	113.01
			49140		ACCT# 30860257 SPLASH RV MARI	
					01-26-025-72520	7.84
			49156		ACCT# 30860257 1-12 X 6" GALV NI	
					60-00-000-73840	55.32
					63-00-000-73840	18.44
					64-00-000-73840	31.61
			49168		ACCT# 30860257 MISC PAINT/STAI	
					60-00-000-73870	6.93
					63-00-000-73870	0.77
					64-00-000-73870	3.30
			49202		ACCT# 30860257 VALUE PAINTER	
					01-26-025-72520	51.42
			49211		ACCT# 30860257 - RETURN 3/8 4X	
					60-00-000-73870	-63.75
					63-00-000-73870	-7.08
					64-00-000-73870	-30.36
			49367		ACCT# 30860355 - DISPLAY ADAPT	
					01-19-000-73870	100.25
					Total :	687.57
205076	12/8/2023	017063	MIDDLETON, ZACHARY	110323	REIM: LUNCH - OPEN SOURCE IN	
					01-17-220-72140	15.00
					Total :	15.00
205077	12/8/2023	020938	MIDWEST MECHANICAL GROUP LLC	112147796	SERVICE CALL# 2305-0235 DAMPE	
					01-26-025-72530	418.00
				112147797	SERVICE CALL# 2311-0267 PREV M	
					01-26-025-72530	418.00
				112147798	SERVICE CALL# 2311-0063 *EMER	
					01-26-025-72530	3,228.78
				112147801	SERVICE CALL# 2311-0949 CLEAR	
					01-26-025-72530	1,129.00
				112147804	SERVICE CALL# 2311-0246 - PREV	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 13

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>
205077	12/8/2023	020938	MIDWEST MECHANICAL GROUP LLC	(Continued)		
					01-26-025-72530	429.55
			112147808		SERVICE CALL# 2310-1996 PREV M	
					01-26-025-72530	259.00
			M42023199-01		EXHAUST FAN FOR POST 2	
				VTP-020420	60-00-000-72520	4,113.90
				VTP-020420	63-00-000-72520	4,113.90
				VTP-020420	64-00-000-72520	3,526.20
					Total :	17,636.33
205078	12/8/2023	020938	MIDWEST MECHANICAL GROUP LLC	112148106	PROFESSIONAL PREVENTATIVE M	
					01-26-025-72530	696.25
					Total :	696.25
205079	12/8/2023	019316	MINUTEMAN SECURITY, & LIFE SAFETY	98886	MAINTENANCE FOR LPR CAMERA	
				VTP-020363	01-16-000-72655	3,414.39
					Total :	3,414.39
205080	12/8/2023	005720	MOKENA COMMUNITY PARK DISTRICT	111822	2022 MOWING TIMBERS POINTE F	
					01-26-023-72881	560.00
			112923		2023 MOWING TIMBERS POINTE F	
					01-26-023-72881	560.00
					Total :	1,120.00
205081	12/8/2023	017651	MSC INDUSTRIAL SUPPLY CO.	6599497001	LEAD-FREE "MC" SERIES WHEEL V	
					60-00-000-72540	43.94
					63-00-000-72540	14.64
					64-00-000-72540	25.11
					01-26-023-72540	92.34
					01-26-024-72540	33.23
					60-00-000-72540	4.53
					63-00-000-72540	1.51
					64-00-000-72540	2.58
					01-26-023-72540	8.63
					01-26-024-72540	4.34
					Total :	230.85

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 14

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>
205082	12/8/2023	015386 MUNICIPAL GIS PARTNERS, INC	7041		GIS STAFFING SERVICE OCTOBER 01-16-000-72652 60-00-000-72652 63-00-000-72652 64-00-000-72652	9,270.00 5,840.10 648.90 2,781.00 Total : 18,540.00
205083	12/8/2023	020251 NEOGOV	INV-23811	VTP-020477	NEOGOVSUBSCRIPTION FOR 9/23 01-12-000-72655	49,196.73 Total : 49,196.73
205084	12/8/2023	015723 NICOR	01981510009 06821610000 09977410001 12213610004 53463710003 54072310003 73675410002 74433410003 83523710008 96019958527		ACCT#01981510009 METER#39689 01-26-025-72511 ACCT#06821610000 METER 27693 60-00-000-72511 63-00-000-72511 64-00-000-72511 ACCT#09977410001 METER#51468 01-26-025-72511 ACCT#12213610004 METER#50313 01-26-025-72511 ACCT#53463710003 METER 291221 01-26-025-72511 ACCT#54072310003 METER 54208 01-26-025-72511 ACCT#73675410002 METER 35613 01-26-025-72511 ACCT#74433410003 METER 35754 01-26-025-72511 ACCT#83523710008 METER#30262 01-26-025-72511 ACCT#96019958527 METER#45826 01-26-025-72511	168.39 39.59 39.59 33.94 480.49 494.88 51.43 1,180.15 1,450.80 49.57 1,091.54 269.14 Total : 5,349.51
205085	12/8/2023	012575 P & G KEENE ELECTRICAL	231941		REB DENSO STARTER - STREET # 01-26-023-72540	265.00

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 15

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>
205085	12/8/2023	012575	012575 P & G KEENE ELECTRICAL	(Continued)		Total : 265.00
205086	12/8/2023	006475	PARK ACE HARDWARE	071832/1	CUST#891431 - WASHER, MCH SCI 60-00-000-73870	17.12
					63-00-000-73870	1.90
					64-00-000-73870	8.16
				071848/1	CUST#891432 - BRUSH TOUCH UP, 01-26-023-73870	58.59
				071851/1	CUST#891432 - MOUSE TRAP - SW 01-26-023-73870	3.67
				71862/1	CUST#891432 - CABLE TIE 01-26-023-73840	12.79
				71866/1	CUST# 89143 PWR STRIP 6 OUTLE 01-26-025-73570	31.96
					Total :	134.19
205087	12/8/2023	017268	PETERSON JOHNSON & MURRAY	141550	4130.0001 LEGAL SVC VTP GENER 01-14-000-72850	27,066.50
				141551	4130.0003 LEGAL SVC FOIA THRU 01-14-000-72857	6,193.50
				141552	4130.0022 LEGAL SVC NEW BREMI 27-00-000-72850	3,930.00
				141553	4130.0025 LEGAL SVC TP 2019 NO 01-14-000-72850	795.50
				141554	4130.0039 LEGAL SVC VOLLMER H 01-14-000-72850	90.00
				141555	4130.0050 LEGAL SVC LINCOLN W, 01-14-000-72850	60.00
				141556	4130.0057 TINLEY PARK PUSH TAX 01-14-000-72850	5,762.00
				141557	4131.0002 TP & METROPOLITAN AL 01-14-000-72855	107.50
				141558	4160.0001 LEGAL SVC VPT PROSE 01-14-000-72858	4,343.00
				141559	4173-0009 LEGAL SVC J&J GAMINC 01-14-000-72850	1,042.50
				141560	4173.0010 RIVEROAKS PROPERTIE	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205087	12/8/2023	017268 PETERSON JOHNSON & MURRAY	(Continued)		01-14-000-72850	1,505.00
					Total :	50,895.50
205088	12/8/2023	006735 PHOTOS BY RICK	5740		SANTA PHOTOS FOR HOLIDAY HAI 01-35-000-72954	2,656.07
					Total :	2,656.07
205089	12/8/2023	006499 PITNEY BOWES INC	120523		ACCT# 8000-9000-0107-6300 METE 01-14-000-72110	1,686.84
					01-33-300-72110	37.35
					01-41-040-72110	177.08
					01-13-000-72110	109.56
					01-41-046-72110	24.57
					01-17-217-72110	217.59
					01-21-000-72110	0.63
					01-35-000-72110	168.51
					01-33-310-72110	2.52
					01-41-056-72110	313.74
					60-00-000-72110	280.85
					64-00-000-72110	120.37
					Total :	3,139.61
205090	12/8/2023	020299 POINT B COMMUNICATIONS INC	INV-29459		VOTP ANNUAL WEBSITE HOSTING 01-35-000-72653	1,200.00
					Total :	1,200.00
205091	12/8/2023	006507 POSTMASTER, U. S. POST OFFICE	113023		PERMIT #6 - ADDITIONAL FUNDS T 60-00-000-72110	1,131.40
					64-00-000-72110	484.89
			245138		PERMIT #6 - DECEMBER '23 WATEI 60-00-000-72110	1,214.70
					64-00-000-72110	520.59
			245140		PERMIT #6 - DECEMBER '23 WATEI 60-00-000-72110	1,033.21
					64-00-000-72110	442.81

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 17

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>
205091	12/8/2023	006507	006507 POSTMASTER, U. S. POST OFFICE (Continued)			Total : 4,827.60
205092	12/8/2023	019583	PRECISE MRM LLC	IN200-1045944	5MB FLAT DATA PLAN US WITH NA 01-26-023-72655	189.00 Total : 189.00
205093	12/8/2023	018110	PROVEN BUSINESS PRODUCTS	1106655 1108126	COPIER SERVICE CONTRACT #103 01-16-000-72756 MONTHLY CONTRACT SVC AGREE 01-16-000-72756	6,896.02 Total : 7,909.52
205094	12/8/2023	006850	QUILL CORPORATION	35867949 35884505	CARDSTOCK 01-35-000-73110 32G FLASH DRIVES 01-35-000-73110	50.90 46.72 Total : 97.62
205095	12/8/2023	006361	RAY O' HERRON CO INC	2309971	GOLD PLATED BADGE - CHIEF BAI 01-17-205-73610	455.98 Total : 455.98
205096	12/8/2023	019199	RIMMY TOOLS	120523132332	6 1/2 DR 51/64 PENTAGON IMP SKT 60-00-000-73410 63-00-000-73410 64-00-000-73410	100.17 11.13 47.70 Total : 159.00
205097	12/8/2023	006974	RINGHOFER, WILLIAM	113023	FY24 BENEFIT REIMBURSEMENT 01-14-000-72435	720.38 Total : 720.38
205098	12/8/2023	013442	ROADSAFE-TRAFFIC SYSTEMS,INC	190967	TYPE 1 BARRICADES 01-26-023-73845	1,375.00 Total : 1,375.00
205099	12/8/2023	006874	ROBINSON ENGINEERING LTD.	23110440	21-R0306 TP CRANA HOMES DEV E 01-14-000-72840	1,350.00

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 18

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>
205099	12/8/2023	006874	ROBINSON ENGINEERING LTD. (Continued)			
			23110441		22-R0503 TP MARRIOTT HOTEL 18: 01-14-000-72840	615.50
			23110443		22-R0633 TP GAS N WASH (LAGRA 01-14-000-72840	808.50
			23110444		22-R0690 TP QUEEN'S COURT FLW 01-33-310-72840	1,615.00
			23110448		23-R0412 TP SPLISH SPLASH CAR 01-14-000-72840	346.25
			23110449		23-R0486 - TP PARK PLAZA - PHAS 28-00-000-72840	674.50
			23110450		23-R0615 TP ODYSSEY PHASE 7 TI 01-14-000-72840	3,543.00
			23110451		23-R0656 TP NOVA CAFE 7231 W 1 01-14-000-72840	951.25
			23110453		23-R0553 TP BOWL - SEPTEMBER 01-14-000-72840	2,956.50
			23110498		17-R0296.04 TP OAK PARK AVE SIC 18-00-000-72840	532.50
			23110500		19-R0285.06 PROFESIONAL ENGIN 30-00-000-75905	19,850.00
			23110502	VTP-020330	19-R0866.04 TP 191ST ST & 80TH A 26-00-000-75706	2,715.00
			23110507		21-R0320.02 TP DOG PARK PATH P 33-00-000-75205	5,664.96
			23110508		21-R0545.04 TP KIMBERLY HEIGHT 65-00-000-75310	2,811.75
			23110509		22-R0644.01 TP OAK RIDGE CONS` 16-00-000-72840	1,844.50
			23110510		22-R0644-04 TP BROOKSIDE GLEN 28-00-000-72840	4,179.00
			23110511		22-R0644-04 TP BROOKSIDE GLEN 01-14-000-72840	5,081.50
			23110513		23-R0055 TP 2023 MISC ENGINEER 01-26-023-72840	1,663.00
					65-00-000-72840	404.00
			23110518		23-R0591 TP VARIOUS EV CHARGII	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 19

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205099	12/8/2023	006874	ROBINSON ENGINEERING LTD.	(Continued)	71-00-000-75816	2,157.50
Total :						59,764.21
205100	12/8/2023	013234	ROMEVILLE FIRE ACADEMY	2023-673	COMPANY FIRE OFFICER 1 TRAINI 01-19-000-72145	1,200.00
Total :						1,200.00
205101	12/8/2023	016334	RUSH TRUCK CENTERS	3033908075	RETURN#196612 - KT SHOE, KIT BI 01-26-023-72540	-106.40
				3034406751	HOSE RAD PERMIUM, CLAMP ASS' 01-26-023-72540	80.45
				3035196506	BLOWER ASSEMBLY 12V NAVIST - 60-00-000-72540	110.25
					63-00-000-72540	36.75
					64-00-000-72540	63.00
Total :						184.05
205102	12/8/2023	017575	RZESZUTKO, JUSTIN	111323	REIM: 5 DAY TRAINING DELLEBRI' 01-17-225-72140	559.32
Total :						559.32
205103	12/8/2023	007453	SERVICE SANITATION, INC.	8732554	PORTAPOTTIES FOR HOLIDAY MAI 01-35-000-72954	1,358.00
				8751299	FIREMAN TRAINING CENTER - BAS 01-19-000-72750	225.90
Total :						1,583.90
205104	12/8/2023	020511	SIERRA ITS	1793	DESKTOP TECH RAQUEL BRINSON 01-16-000-72790	2,013.62
Total :						2,013.62
205105	12/8/2023	007393	SOUND SONIC INC	120423	BINGO HOST FOR SENIORS 12/4/2 01-41-056-72937	175.00
Total :						175.00
205106	12/8/2023	020680	SPEEDWAY LLC	3000013423	NOVEMBER '23 PD CAR WASH 01-17-205-72540	375.00

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 20

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>
205106	12/8/2023	020680	020680 SPEEDWAY LLC		(Continued)	Total : 375.00
205107	12/8/2023	017891	STAMBAUGH, KYLE	111723	REIM: LUNCHES DURING 5 DAY TR 01-17-220-72140	75.00 Total : 75.00
205108	12/8/2023	012238	STAPLES BUSINESS ADVANTAGE	3552844973	CREDIT - TR WHT - NO RESHIP OF 01-17-205-73110	-23.99
				3552844974	ENV 6X9 SS BRON 28# 100CT, JAC 01-17-205-73110	349.02 Total : 325.03
205109	12/8/2023	015452	STEINER ELECTRIC COMPANY	S007469448.001	LEVER NUT, 2 3 COND TERMINAL I 60-00-000-72528	29.04
				S007469448.002	63-00-000-72528 LEVER NUT, 2 3 5 COND TERMINAL 60-00-000-72528	29.03 35.64
				S007469448.003	63-00-000-72528 LEVER NUT, 2 COND TERMINAL BL 60-00-000-72528	35.64 9.28
				S007472255.001	63-00-000-72528 COP BUTT SPLICE, WIRE TERM, W 01-26-024-73570	9.28 212.54 Total : 360.45
205110	12/8/2023	011038	STEVE SPIESS CONSTRUCTION INC.	5295	NEW LENOX METER VAULT PROJE 26-00-000-75706	109,646.39 Total : 109,646.39
					VTP-019966	
205111	12/8/2023	021249	STUDENT TRANSPORTATION OF	70216527	TRANSPORTATION RIBFEST - 183F 01-35-000-72923	5,586.00
				70229687	TRANSPORTATION RIBFEST - 183F 01-35-000-72923	4,189.50
				70229690	TRANSPORTATION RIBFEST - 183F 01-35-000-72923	5,586.00
				70229691	TRANSPORTATION RIBFEST - TRIF 01-35-000-72923	5,586.00

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 21

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>
205111	12/8/2023	021249	021249 STUDENT TRANSPORTATION OF	(Continued)		Total : 20,947.50
205112	12/8/2023	007205	SUBURBAN LABORATORIES INC.	220490	DISINFECTANT BY PRODUCTS + C 60-00-000-72865 63-00-000-72865	1,267.00 543.00 Total : 1,810.00
205113	12/8/2023	007297	SUTTON FORD INC./FLEET SALES	593218 593573 695150	TUBE ASSY, FUEL - POLICE UNIT E 01-17-205-72540 WIRE ASSY - POLICE UNIT #5A 01-17-205-72540 REPLACEMENT ENGINE 14B 1FM5 01-17-205-72540	29.44 23.00 3,780.40 Total : 3,832.84
205114	12/8/2023	000645	TED'S GREENHOUSE INC	527703	HOLIDAY WALK DECOR 01-35-000-73112	3,500.00 Total : 3,500.00
205115	12/8/2023	021180	THE HUMAN RACE SPORTS INC	105	BLANKET P.O. FOR UNIFORMS-SH 01-19-000-73610	840.00 Total : 840.00
205116	12/8/2023	018724	THE LOCKER SHOP	118413	TINLEY FIRE DEPARTMENT PATCH 01-19-000-73610	8.58 Total : 8.58
205117	12/8/2023	007886	THEODORE POLYGRAPH SERVICE	8397 8411 8435 8438	PRE-EMPLOYMENT - ANTHONY LE 01-41-040-72846 PRE-EMPLOYMENT - JOSE CARRA 01-41-040-72846 PRE-EMPLOYMENT - PATRICK PRC 01-41-040-72846 PRE-EMPLOYMENT - DOMINIC WIS 01-41-040-72846	200.00 600.00 200.00 400.00 Total : 1,400.00
205118	12/8/2023	014854	THOMSON REUTERS-WEST PYMNT CTI	849368326	CLEAR LAW ONLINE/SOFTWARE S	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 22

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>
205118	12/8/2023	014854	THOMSON REUTERS-WEST PYMNT CTF (Continued)		01-17-225-72852	237.57
					Total :	237.57
205119	12/8/2023	007691	TINLEY PARK CHAMBER/COMMERCE	121123	JINGLE & MINGLE HOLIDAY PARTY	
					01-11-000-72220	35.00
					01-12-000-72220	35.00
					01-33-000-72220	35.00
					60-00-000-72220	10.29
					63-00-000-72220	1.96
					64-00-000-72220	5.25
					01-26-023-72220	17.50
					Total :	140.00
205120	12/8/2023	011359	TINLEY PARK FOOD PANTRY	120523	DONATIONS RECEIVED AT THE HC	
					84-00-000-20199	394.19
					Total :	394.19
205121	12/8/2023	019712	TM TIRE CO INC	155041	FLAT REPAIR - STREET LOADERS	
					01-26-023-72530	322.50
					Total :	322.50
205122	12/8/2023	016634	TOTAL PARKING SOLUTIONS INC	106514	PURCHASE OF ELECTRONIC PARK	
				VTP-020383	71-00-000-75815	47,750.00
				VTP-020383	30-00-000-75909	8,550.00
					Total :	56,300.00
205123	12/8/2023	013203	TRIA ARCHITECTURE, INC.	4831	23-057 HARMONY SQUARE INFRAE	
				VTP-020353	30-00-000-75905	94,325.00
					Total :	94,325.00
205124	12/8/2023	002613	UNITED HEALTHCARE AARP	AARP-PPPR100123	FY24 MEDICARE SUPPLEMENT BIL	
				VTP-019965	01-14-000-72435	7,973.96
					Total :	7,973.96
205125	12/8/2023	020421	VERIZON CONNECT FLEET USA LLC	31200050168	VEHICLE TRACKING SUBSCRIPTIC	
				36600047673	01-26-023-72790	871.45
					VEHICLE TRACKING SUBSCRIPTIC	

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 23

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>
205125	12/8/2023	020421	VERIZON CONNECT FLEET USA LLC	(Continued)	01-26-023-72790	871.45
Total :						1,742.90
205126	12/8/2023	011416	VERIZON WIRELESS	9949212717	ACCT 280481333-00001 DATA 10/14	
					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	1,620.62
					01-17-205-72127	324.15
					01-19-000-72127	756.70
					01-19-020-72127	108.03
					01-21-210-72127	252.07
					01-26-023-72127	546.29
					01-26-025-72127	144.04
					01-33-000-72127	324.09
					01-35-000-72127	36.01
					60-00-000-72127	272.24
					63-00-000-72127	30.25
					64-00-000-72127	129.63
			9949212718		ACCT 2804813333-00003 MOBILE S	
					11-00-000-72120	84.30
					01-11-000-72120	86.67
					01-12-000-72120	84.30
					01-13-000-72120	94.30
					01-16-000-72120	164.46
					01-17-205-72120	5,702.69
					01-19-000-72120	347.20
					01-19-020-72120	170.97
					01-21-210-72120	126.45
					01-26-023-72120	1,180.71
					01-26-024-72120	143.56
					01-26-025-72120	304.53
					01-33-000-72120	426.50

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 24

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>
205126	12/8/2023	011416	VERIZON WIRELESS		(Continued)	
					01-35-000-72120	47.15
					60-00-000-72120	427.18
					63-00-000-72120	47.46
					64-00-000-72120	203.42
			9949926840		ACCT#442345192-00001 WATER RE	
					60-00-000-72127	17.79
					63-00-000-72127	17.79
					64-00-000-72127	15.25
					Total :	14,892.78
205127	12/8/2023	012009	VILLAGE OF TINLEY PARK	120423	FUNDS NEEDED - CRIME SUPPRE	
					10-00-000-72790	1,000.00
					Total :	1,000.00
205128	12/8/2023	010165	WAREHOUSE DIRECT INC		COPY PAPER - PD	
			5618641-0		01-17-205-73110	359.60
			5618642-0		COPY PAPER - PD	
					01-17-205-73110	314.65
			5620378-0		TONER - F/LJ 1320 HULD, BK - PW	
					01-26-025-73110	215.69
			5622403-0		COPY PAPER - VH	
					01-14-000-73110	269.70
			5622722-0		DESK CALENDAR, WALL CALEND	
					60-00-000-73110	49.22
					63-00-000-73110	5.47
					64-00-000-73110	23.43
					01-26-023-73110	78.13
					01-26-024-73110	39.08
					Total :	1,354.97
205129	12/8/2023	011055	WARREN OIL CO.	W1612022	N.I., GAS USED 11/8-11/22/23	
					01-17-205-73530	7,137.44
					01-19-000-73530	661.56
					01-19-020-73530	38.59
					01-21-000-73530	416.33
					60-00-000-73530	702.33

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 25

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>	
205129	12/8/2023	011055 WARREN OIL CO.	(Continued)				
					63-00-000-73530	175.58	
					64-00-000-73530	376.25	
					01-26-023-73530	1,003.06	
					01-26-024-73530	483.40	
					01-33-300-73530	161.92	
					01-12-000-73530	59.77	
					01-14-000-73532	29.88	
					01-14-000-73531	3,664.86	
					14-00-000-73530	36.71	
					01-42-000-73530	450.07	
			W1612023		DIESEL FUEL USED 11/3-11/22/23		
					01-19-000-73545	1,259.87	
					60-00-000-73545	328.77	
					63-00-000-73545	82.19	
					64-00-000-73545	176.12	
					01-26-023-73545	1,405.19	
					01-26-024-73545	173.14	
					01-14-000-73531	314.72	
					Total :	19,137.75	
205130	12/8/2023	008221 WILLE BROTHERS COMPANY	380021		168TH & CRYSTAL CT, 4000 PSI RE		
					60-00-000-73770	547.71	
					63-00-000-73770	60.86	
					64-00-000-73770	260.81	
					Total :	869.38	
116 Vouchers for bank code : apbank						Bank total :	791,057.27

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 26

Bank code : ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4748	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	89.74
					Total :	89.74
4749	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	329.50
					Total :	329.50
4750	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 220811W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	107.50
					Total :	107.50
4751	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 190326W026		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,587.00
					Total :	2,587.00
4752	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200505W003		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	967.50
					Total :	967.50
4753	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210902W013		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	9,223.50
					Total :	9,223.50
4754	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 220112W046		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	5,009.08
					Total :	5,009.08
4755	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 211022W021		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	3,809.75
					Total :	3,809.75
4756	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		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

vchlist
12/08/2023 1:30:28PM

Voucher List
Village of Tinley Park

Page: 27

Bank code : ipmg

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4757	12/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 2107 2008		PAYEE-GENEX SERVICES, LLC	
					60-00-000-72542	15.18
					63-00-000-72542	2.89
					64-00-000-72542	7.74
					60-00-000-72542	5.66
					63-00-000-72542	1.08
					64-00-000-72542	2.88
					01-14-000-72542	8.67
					Total :	44.10

Bank total : 23,802.17

10 Vouchers for bank code : ipmg

126 Vouchers in this report

vchlist
12/08/2023 2:07:33PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
120823	12/8/2023	004640 HEALTHCARE SERVICE CORPORATION	120123	VTP-020474	MEDICAL BENEFITS DECEMBER - I 86-00-000-20430	413,937.06
					Total :	413,937.06
126415	12/8/2023	006209 NCPERS -IL IMRF	3683122023	VTP-020476	NCPERS BENEFIT BILLING DEC-M/ 86-00-000-20430	624.00
					Total :	624.00
126416	12/8/2023	020790 TEXAS LIFE INSURANCE COMPANY	SB0DBM20231113001	VTP-020478	ANCILLARY LIFE INS BILLING DEC- 86-00-000-20430	870.52
					Total :	870.52
126417	12/8/2023	020793 TRANSAMERICA LIFE INSURANCE	2505192659	VTP-020457	ANCILLARY LIFE INS BILLING DEC- 86-00-000-20430	89.50
					Total :	89.50
126418	12/8/2023	017391 VSP ILLINOIS	819223501	VTP-020479	VISION BENEFITS BILLING DECEM 86-00-000-20430	3,228.10
					Total :	3,228.10
5 Vouchers for bank code : ap_py						Bank total : 418,749.18

vchlist
12/08/2023 2:07:33PM

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>
120823	12/8/2023	004640 HEALTHCARE SERVICE CORPORATION	120123.		MEDICAL BENEFITS DECEMBER - I	
				VTP-020474	01-14-000-72430	37,868.79
				VTP-020474	01-14-000-72435	91,203.72
					Total :	129,072.51
205131	12/8/2023	006209 NCPERS -IL IMRF	7720122023		NCPERS BENEFIT BILLING DEC-M/	
				VTP-020476	01-14-000-72435	80.00
					Total :	80.00
205132	12/8/2023	017391 VSP ILLINOIS	219223501.		VISION BENEFITS BILLING DECEM	
				VTP-020479	01-14-000-72430	419.30
					Total :	419.30
					Bank total :	129,571.81
					Total vouchers :	1,363,180.43

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

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

_____ Village President

_____ Village Clerk

_____ Date

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 1

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>
205133	12/15/2023	015570	A CUT ABOVE TREE & STUMP	E138172	TREE REMOVAL - 16900 NEW ENG	
				VTP-020428	01-26-023-72790	2,200.00
			E138196		TREE REMOVAL - 17247 67TH AVE	
				VTP-020506	01-26-023-72790	1,475.00
					Total :	3,675.00
205134	12/15/2023	010955	A T & T LONG DISTANCE	827776689	CORPORATE ID931719 LB TIP LINE	
					01-17-225-73600	79.17
					Total :	79.17
205135	12/15/2023	002734	AIR ONE EQUIPMENT, INC	200847	NEW HIRE BUNKER GEAR	
				VTP-020496	01-19-000-74619	1,760.00
					01-19-000-74619	15.00
					Total :	1,775.00
205136	12/15/2023	020879	AMAZON CAPITAL SERVICES, INC.	11D3-Y9RF-X6VN	HIGHLIGHTERS,EXPOS,SHARPIES	
					01-14-000-73110	98.22
			11K3-J9H6-9X1K		CELLOPHANE WRAP ORDER# 111-	
					01-26-023-73870	-88.47
			11LF-VHVP-N6C6		WOMENS UNIFORM SHIRTS	
					01-19-020-73610	82.32
			19RJ-JCCP-XRG4		INK PAD, STAMP, MANILA ENVELOI	
					01-14-000-73110	120.14
			1DDG-YKHC-TKY6		MAGNETS ORDER# 111-6768357-74	
					60-00-000-73110	3.87
					63-00-000-73110	0.43
					64-00-000-73110	1.85
					01-26-023-73110	6.15
					01-26-024-73110	3.08
			1DLP-93FP-4QPW		GOLF UMBRELLAS ORDER# 113-02	
					01-35-000-72982	170.43
			1GPL-XFLM-G1WC		JABRA CORDED SPEAKERPHONE	
					01-16-000-74128	111.90
			1JNY-QGHV-HQK9		TAPE, ENVELOPES, PAPER ORDEF	
					01-19-000-73110	59.07
			1JNY-QGHV-PL9J		LENOVO THINKPAD CHARGER OR	

vchlist
12/15/2023 9:42:42AM

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>
205136	12/15/2023	020879 AMAZON CAPITAL SERVICES, INC.	(Continued)		01-16-000-74128	18.89
			1KRH-MG9L-FRXQ		FILE ORGANIZERS ORDER# 111-96	
			1Q6C-CJVC-VCPL		01-19-000-73110	32.61
			1V4M-1TCP-D1G6		COFFEE PODS & NAPKIN DISPENS	
			1WHP-LDVX-VDND		01-33-000-73115	81.85
			1YDP-XKGV-3MNV		CELLOPHANE WRAP ORDER# 111-	
					01-26-023-73870	-29.49
					MONTHLY PLANNER RETURN ORD	
					01-15-000-73110	-9.70
					FOLDING TABLE ORDER# 111-0948	
					01-19-000-72524	169.18
					Total :	832.33
205137	12/15/2023	020879 AMAZON CAPITAL SERVICES, INC.	14WT-DJRX-6LK1		JABRA BLUETOOTH SPEAKERPHO	
					01-16-000-74128	108.95
					Total :	108.95
205138	12/15/2023	002628 AMERICAN WATER	4000272492		DECEMBER '23 FLAT MONTHLY FE	
					64-00-000-73225	455.67
					Total :	455.67
205139	12/15/2023	014936 AQUAMIST PLUMBING & LAWN	125295		IRRIGATION, INSPECTIONS, REPAI	
			125301	VTP-020173	01-26-025-72790	257.00
				VTP-020173	IRRIGATION, INSPECTIONS, REPAI	
					01-26-025-72790	244.00
					Total :	501.00
205140	12/15/2023	018219 AXON ENTERPRISE, INC.	INUS208820		TASER CARTRIDGES	
				VTP-020481	01-17-220-74628	2,954.50
					Total :	2,954.50
205141	12/15/2023	003166 B & J TOWING AND AUTO REPAIR	23757		SAFETY INSPECTIONS 11/3/23	
					60-00-000-72266	53.90
					63-00-000-72266	53.90
					64-00-000-72266	46.20
					01-26-023-72266	35.00

vchlist
12/15/2023 9:42:42AM

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>
205141	12/15/2023	003166 B & J TOWING AND AUTO REPAIR	(Continued)		01-26-024-72266	53.00
					Total :	242.00
205142	12/15/2023	010953 BATTERIES PLUS - 277	P65382954		RAYALC-CP 1.5V ALKALINE BATTEF 01-17-205-73600	35.28
					Total :	35.28
205143	12/15/2023	016817 BEVERLY SNOW AND ICE INC	67208	VTP-020376	MUNICIPAL PARKING LOT - PLOWI 01-26-023-72785	19,755.00
					Total :	19,755.00
205144	12/15/2023	003127 BLUE CROSS BLUE SHIELD	IL065LB000001212-0	VTP-019962	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	6,563.00
					Total :	6,563.00
205145	12/15/2023	019214 BLUE CROSS BLUE SHIELD OF IL	ILLB1212	VTP-019963	FY24 MEDICARE SUPPLEMENT BIL 01-14-000-72435	2,589.00
					Total :	2,589.00
205146	12/15/2023	021262 CATANIA, MELISSA	Ref001444603		UB Rfnd Cst #00460425, refund dupl 60-00-000-20599	69.17
					Total :	69.17
205147	12/15/2023	003243 CDW GOVERNMENT INC	NG24716		BLACK TONER - MAYORS PRINTEF 01-16-000-74128	103.51
			NG26056		TONERS - MAYOR'S PRINTER 01-16-000-74128	444.03
			NG81694		ACER 20IN LED MONITOR 01-16-000-74128	77.91
			NH72813		TRIPP POWER STRIP 12 OUTLET 01-16-000-74128	83.38
			NH91032		LENOVO THINKPAD - LVO X1 C11 01-16-000-74128	1,935.98
			NL59113		TRIPP POWER CORD 01-16-000-74128	22.04
					Total :	2,666.85

vchlist
12/15/2023 9:42:42AM

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>
205148	12/15/2023	014026 CHANDLER SERVICES CORPORATION	29710		PIERCE VELOCITY - LINE, COOLAM 01-19-000-72540	1,079.13
Total :						1,079.13
205149	12/15/2023	015199 CHICAGO PARTS & SOUND LLC	3-0059382		CABIN FILTER - FIRE #2301 01-19-000-72540	26.50
			3-0059438		SPARK PLUGS - POLICE UNIT #1A 01-17-205-72540	34.98
			3-0059493		PLENUM CHAMBER - POLICE STOCK 01-17-205-72540	9.60
			3-0059497		SPARK PLUGS - POLICE STOCK 01-17-205-72540	34.98
Total :						106.06
205150	12/15/2023	017349 CHICAGO STREET CCDD, LLC	25469		DUMP FEE 11/21/23 01-26-023-72890	160.00
Total :						160.00
205151	12/15/2023	018325 CHICAGO TRIBUNE COMPANY LLC	083566305000		ACCT# CU00027575 CLASSIFIED A 01-14-000-72330	1,791.00
					01-33-310-72330	238.51
Total :						2,029.51
205152	12/15/2023	018325 CHICAGO TRIBUNE COMPANY LLC	74072186		ACCT #74072186 DAILY SOUTHTOV 01-14-000-72720	114.99
Total :						114.99
205153	12/15/2023	013150 CHRISTIANSEN FARMS LLC	09944		YARD LEAVES 11/17, 11/20, 11/22 01-26-023-72890	1,800.00
Total :						1,800.00
205154	12/15/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	188455	VTP-020523	ENGINEERING SERVICES FOR OD 30-00-000-75500	13,845.61
Total :						13,845.61
205155	12/15/2023	013820 CINTAS CORPORATION	4175921339		MATS - PW GARAGE 01-26-025-72790	440.21
			4176632377		MATS - PD	

vchlist
12/15/2023 9:42:42AM

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>
205155	12/15/2023	013820 CINTAS CORPORATION	(Continued)		01-26-025-72790	35.00
					Total :	475.21
205156	12/15/2023	020527 CITY ESCAPE GARDEN & DESIGN	12663	VTP-019983	MOWING - NOVEMBER - PAY APPL	4,744.00
			12664	VTP-020019	01-26-023-72881	14,228.26
					01-26-023-72881	14,228.26
					Total :	18,972.26
205157	12/15/2023	021052 COLEMAN, MICHAEL	120723		REIM: ICC ANNUAL MEMBERSHIP -	347.00
					01-33-300-72720	347.00
					Total :	347.00
205158	12/15/2023	017298 COMCAST BUSINESS	188807646		ACCT 930890410 VILLAGE HALL FII	982.95
					01-16-000-72125	982.95
					Total :	982.95
205159	12/15/2023	012057 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 16250 OF	249.85
					01-16-000-72125	249.85
					Total :	249.85
205160	12/15/2023	018311 CONNECTION	74717790		H251N-CD HEADSET	189.72
			74723278		01-16-000-74128	189.72
			74792077		SMART BUY DESKTOP WORKSTAT	2,210.32
			74792088	VTP-020480	01-16-000-74128	2,210.32
					FLASH DRIVES - 6 128GV USB 3.2 (106.46
					01-17-225-73600	106.46
					PW - PLOTTER INK - MAGENTA	21.10
					60-00-000-73110	21.10
					63-00-000-73110	2.34
					64-00-000-73110	10.05
					01-26-023-73110	33.49
					01-26-024-73110	16.75
			74792657	VTP-020480	FLASH DRIVES - 233 32GB FLASH I	775.89
					01-17-225-73600	775.89
					Total :	3,366.12

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 6

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>
205161	12/15/2023	018234 CORE & MAIN LP	U033567		MISC MATERIAL - 1-1/2 WESTERN 60-00-000-73630 63-00-000-73630 64-00-000-73630	30.73 3.42 14.63 Total : 48.78
205162	12/15/2023	018152 CORE INTEGRATED MARKETING	128530		HOLIDAY MARKET STAGE BANNER 01-35-000-72954	139.69 Total : 139.69
205163	12/15/2023	013121 CRITICAL REACH, INC.	3596		2024 APBNET ANNUAL SUPPORT F 01-17-225-72655	995.00 Total : 995.00
205164	12/15/2023	003635 CROSSMARK PRINTING, INC	93372 93430		VEHICLE ENFORCEMENT FORM - 01-17-205-72310 HOLIDAY CARD - INSERT, ENVELO 01-35-000-72310	565.00 5,065.08 Total : 5,630.08
205165	12/15/2023	020338 DACRA TECH LLC	DT2023-11-114		E-TICKETING SUBSCRIPTION FY24 01-16-000-72655	2,090.00 Total : 2,090.00
205166	12/15/2023	018456 DEL GALDO LAW GROUP LLC	33169 33170		LEGAL SVC 11/1-11/30/23 01-14-000-72857 18-00-000-72850 20-00-000-72850 01-14-000-72850 LABOR & EMPLOYMENT 11/1 - 11/2 01-14-000-72855	215.00 322.50 2,226.25 913.75 1,988.75 Total : 5,666.25
205167	12/15/2023	003822 DIXON ENGINEERING INC.	23-1401	VTP-020056	IL2023TWS-5376 - POST 1 OVERFL 62-00-000-75702	9,500.00 Total : 9,500.00
205168	12/15/2023	021172 ELECTRIC ONE INC	7267		STATION 20 ANTENNA - METRA 80	

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 7

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205168	12/15/2023	021172 ELECTRIC ONE INC	(Continued)		30-00-000-75812	16,661.00
Total :						16,661.00
205169	12/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4902578		DEC '23 ENT FLT MGMNT 10C, 680	
					30-00-000-96142	178.56
					30-00-000-96141	349.27
					01-21-000-72863	46.73
					30-00-000-96141	293.63
					30-00-000-74226	4,075.77
					30-00-000-96142	138.44
					01-21-000-72863	46.73
					30-00-000-96141	399.00
					30-00-000-96142	197.11
					01-21-000-72863	34.18
			FBN4902581		DEC '23 ENT FLT MGMNT 26SLDC (
					30-00-000-96141	446.75
					30-00-000-96142	263.71
					01-26-024-72863	42.17
					30-00-000-96141	554.09
					30-00-000-74225	3,119.00
					30-00-000-96142	369.62
					01-26-024-72863	81.72
					30-00-000-96141	557.85
					30-00-000-96142	365.86
					01-26-024-72863	81.72
			FBN4915070		DEC '23 ENT FLT MGMNT 63E, 16S,	
					30-00-000-96141	430.73
					30-00-000-96142	388.42
					01-26-023-72863	35.72
					60-00-000-20201	326.66
					60-00-000-74220	195.94
					60-00-000-72863	46.35
					60-00-000-20201	329.30
					60-00-000-96142	197.53
					60-00-000-72863	46.73
					60-00-000-20201	513.43

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 8

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205169	12/15/2023	020508	ENTERPRISE FLEET MANAGEMENT	(Continued)		
					60-00-000-96142	165.47
					60-00-000-72863	43.28
					30-00-000-96141	386.90
					30-00-000-96142	213.04
					01-26-023-72863	35.73
					30-00-000-96141	387.92
					30-00-000-96142	178.12
					01-26-023-72863	32.43
					60-00-000-20201	375.52
					60-00-000-96142	108.76
					60-00-000-72863	42.03
					30-00-000-96141	454.49
					30-00-000-96142	161.73
					01-12-000-72863	43.09
					30-00-000-96141	418.81
					30-00-000-96142	146.11
					01-26-023-72863	39.97
					60-00-000-20201	375.52
					60-00-000-96142	108.76
					60-00-000-72863	42.02
					01-26-024-72863	35.72
					30-00-000-96141	432.10
			FBN4915104		DEC '23 ENT FLT MGMNT 2D, 12D, :	
					30-00-000-96141	410.12
					30-00-000-96142	207.88
					01-17-205-72863	37.73
					30-00-000-96141	386.53
					30-00-000-96142	165.49
					01-17-205-72863	31.85
					30-00-000-96141	412.25
					30-00-000-96142	227.52
					01-17-205-72863	38.46
					30-00-000-96141	452.85
					30-00-000-96142	161.54
					01-17-205-72863	42.93
					30-00-000-96141	404.42

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 9

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205169	12/15/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					30-00-000-96142	223.27
					01-17-205-72863	37.73
			FBN4915124		DEC '23 ENT FLT MGMNT 26Z7V8 (
					30-00-000-96141	323.66
					30-00-000-96142	195.95
					01-33-000-72863	46.35
					30-00-000-96141	326.25
					30-00-000-96142	197.57
					01-33-000-72863	46.73
			FBN4915233		DEC '23 ENT FLT MGMNT 2302 F, 2	
					30-00-000-96141	532.85
					30-00-000-96142	304.94
					01-19-000-72863	50.73
					30-00-000-96141	549.21
					30-00-000-96142	327.54
					01-19-000-72863	52.62
					30-00-000-96141	532.85
					30-00-000-96142	304.94
					01-19-000-72863	50.73
					Total :	25,463.73
205170	12/15/2023	004119 ETP LABS INC.	23-136996		COLIFORM SAMPLES	
					60-00-000-72865	921.20
					63-00-000-72865	394.80
					Total :	1,316.00
205171	12/15/2023	010437 FBI - LEEDA	200096168		ELI - HOBART IN 1/2024	
					01-17-220-72140	795.00
					Total :	795.00
205172	12/15/2023	004176 FEDEX (FEDERAL EXPRESS)	8-338-53006		ACCT#2022-6845-2 SHIPPING COS	
					01-13-000-72110	59.55
					Total :	59.55
205173	12/15/2023	020246 FIFTH THIRD BANK	0000114817		****2177 MEMBERSHIP RENEWALS	
					60-00-000-72720	199.88

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205173	12/15/2023	020246 FIFTH THIRD BANK	(Continued)			
					63-00-000-72720	199.88
					64-00-000-72720	171.33
					01-26-023-72720	1,713.27
					01-26-024-72720	198.64
		054655			****2177 183TH ACCIDENT 081823	
					01-17-225-73600	1,319.50
		10113255120			****2177 PARADE OF LIGHTS CANCELLATION	
					01-35-000-72954	347.75
		103123			****2177 TOWELS, TIDE, DRYER SHEETS	
					60-00-000-73115	29.82
					63-00-000-73115	29.82
					64-00-000-73115	25.56
					01-26-023-73115	85.22
					01-26-023-73110	11.02
					01-26-024-73115	42.61
					01-26-024-73110	5.51
					01-26-025-73580	121.66
					60-00-000-73110	6.94
					63-00-000-73110	0.77
					64-00-000-73110	3.35
		110123			****2177 GIFT CARDS FOR PUMPKIN	
					01-35-000-72923	75.00
		110123			****2177 GIFT CARDS FOR PUMPKIN	
					01-35-000-72923	60.00
		110123			****2177 RECOGNITION PLAQUE	
					01-14-000-73110	117.50
		110323			****2177 JOB POSTING FINANCE DEPARTMENT	
					01-14-000-72448	35.00
		110323			****2177 JOB POSTING FINANCE DEPARTMENT	
					01-14-000-72448	250.00
		110323			****2177 POLICE DOG FOOD	
					01-17-220-72240	89.99
		110323			****2177 PAPER TOWEL, 3 COMPACT	
					01-26-025-73580	157.26
		110423			****2177 BALLOONS FOR 100TH BIRTHDAY	
					01-42-000-72954	55.00

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 11

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205173	12/15/2023	020246 FIFTH THIRD BANK	(Continued) 110723		****2177 TEABAGS, NAPKINS, BATT 60-00-000-73110	6.29
					63-00-000-73110	0.70
					64-00-000-73110	3.00
					60-00-000-73115	17.18
					63-00-000-73115	17.18
					64-00-000-73115	14.73
					01-26-023-73110	9.99
					01-26-023-73115	49.09
					01-26-024-73110	5.00
					01-26-024-73115	24.54
			110823		****2177 CLOROX WIPES, BOWLS, 01-14-000-73115	21.76
					01-17-205-73600	256.24
			110923		****2177 COMMISSIONER HOLIDAY 01-14-000-72975	100.00
			111323		****2177 VOLUNTEER APPRECIATIC 01-14-000-72975	100.00
			111323		****2177 VOLUNTEER APPRECIATIC 01-14-000-72975	100.00
			111323		****2177 TRAINING PD 01-17-220-72140	325.00
			111423		****2177 PLATES, PLASTICWARE, M 60-00-000-73115	42.27
					63-00-000-73115	42.27
					64-00-000-73115	36.23
					01-26-023-73115	37.28
					01-26-024-73115	18.64
					01-26-025-72520	99.98
					01-26-025-73115	83.51
			111423		****2177 ALL STAFF MEETING 01-14-000-72974	400.00
			111423		****2177 VOLUNTEER APPRECIATIC 01-14-000-72975	100.00
			111423		****2177 GIFT CARDS VOLUNTEER 01-14-000-72975	100.00

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205173	12/15/2023	020246 FIFTH THIRD BANK	(Continued)			
			111423		****2177 GIFT CARDS VOLUNTEER 01-14-000-72975	100.00
			111423.		****2177 SAMSUNG TV 01-21-210-74111	428.00
			111523		****2177 COMMISSION HOLIDAY PA 01-14-000-72975	100.00
			111623		****2177 ALL STAFF MEETING 01-14-000-72974	375.00
			111723		****2177 PAPERTOWEL DISPENSEF 01-26-025-72520	308.58
			112123		****2177 GIFT CARDS 01-14-000-72974	100.00
			112123		****2177 TOURISM TPCC 01-35-100-73870	232.46
			112123		****2177 GIFT CARDS 01-14-000-72974	100.00
			112123		****2177 GIFT CARDS 01-14-000-72974	100.00
			112123.		****2177 WATER, POP, BAGGIES, F 60-00-000-73115	32.58
					63-00-000-73115	32.58
					64-00-000-73115	27.93
					01-26-023-73115	93.09
					01-26-024-73115	46.54
			112223		****2177 EMPLOYEE HOLIDAY PAR 01-14-000-72974	100.00
			112223		****2177 GIFT CARDS 01-14-000-72974	150.00
			112723		****2177 CHICAGO TRIBUNE MONT 01-35-000-72720	34.00
			112823		****2177 POSTAGE HEALTHCARE S 01-14-000-72110	57.50
			112823		****2177 MEMBERSHIP S. RIVERA 01-15-000-72720	45.00
			112823		****2177 CONFECTIONERY SUPPLI 01-41-056-72954	158.82

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 13

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205173	12/15/2023	020246 FIFTH THIRD BANK	(Continued)			
					64-00-000-73115	6.27
					63-00-000-73115	7.32
					60-00-000-73115	7.32
					01-26-024-73115	10.46
					01-26-023-73115	20.95
			112823		****2177 EMPLOYEE HOLIDAY PAR	
					01-14-000-72974	99.90
			112923		****2177 WATER, CUTLERY, PLATE	
					01-21-000-72220	31.92
					01-21-210-73110	100.68
					01-21-000-73110	39.87
			112923.		****2177 CONFECTIONERY SUPPLI	
					01-26-025-73580	30.87
					01-14-000-73115	114.34
					01-26-024-73115	7.14
					01-26-023-73115	14.26
					60-00-000-73115	4.99
					63-00-000-73115	4.99
					64-00-000-73115	4.28
			1188		****2177 TREE LIGHTING CEREMO	
					01-35-000-72954	150.00
			160078		****2177 US NAVY 3X5	
					01-26-025-73112	87.12
			2073151695		****2177 PROFESSIONAL PLAN - AI	
					01-35-000-72720	588.00
			2195241668		****2177 ADOBE STOCK	
					01-35-000-72720	79.99
			26290562		****2177 BENNINGTON PEN	
					01-35-000-73210	258.68
			26745		****2177 WILL CTY CTR ECON DEV	
					01-33-320-72170	35.00
			44825		****2177 COFFEE GRINDER, ESPRI	
					30-00-000-75909	-477.94
			556421		****2177 RECERTIFY 1 DISCIPLINE	
					01-21-210-72140	270.00
			567504		****2177 MEMBERSHIP S. RIVERA	

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 14

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>
205173	12/15/2023	020246 FIFTH THIRD BANK	(Continued)			
			6466112858		01-15-000-72720	195.00
			6QYDK		****2177 THINKPAD XI YOGA GEN, 01-16-000-74128	3,309.62
			7099		****2177 C MITERA ICSC TRADE SI 01-33-000-72170	492.07
			7109		****2177 ADVERTISING FEE 01-35-100-72983	900.00
			902581435		****2177 ADVERTISING FEE 01-35-100-72983	300.00
			9068003808.		****2177 MICROPHONES ON TABLE 01-26-025-72530	-55.97
					****2177 ACCT#8310012334811 VILL 01-11-000-72120	83.41
					01-12-000-72120	83.41
					01-14-000-72120	83.41
					01-15-000-72120	83.41
					01-16-000-72120	83.41
					01-17-205-72120	83.41
					01-21-000-72120	83.41
					01-26-023-72120	83.41
					01-26-024-72120	83.41
					01-26-025-72120	83.41
					01-33-000-72120	83.41
					01-35-000-72120	83.41
					01-42-000-72120	83.41
					60-00-000-72120	53.23
					63-00-000-72120	5.89
					64-00-000-72120	25.54
			973288		01-19-000-72120	83.41
					****2177 C.ZEMAITIS LICENSED PR 01-26-023-72720	51.13
					60-00-000-72720	30.68
					63-00-000-72720	5.73
					64-00-000-72720	14.71
			98661480		****2177 MARKETING COMMISSION 01-41-046-72220	165.76

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 15

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>
205173	12/15/2023	020246 FIFTH THIRD BANK	(Continued)			
			E2330713240		****2177 SIMPLIFILE SYSTEMS 671-01-14-000-72355	112.57
			E2330713242		****2177 SIMPLIFILE SYSTEMS 671-01-14-000-72355	112.57
			E2330729100		****2177 SIMPLIFILE SYSTEMS 671-01-14-000-72355	93.17
			E2331106287		****2177 16807-13-37-38 81ST AVE 01-14-000-72355	112.57
			E2331106291		****2177 8124, 8130, 8158 169TH ST 01-14-000-72355	93.17
			E2331106293		****2177 16825 81ST CT 01-14-000-72355	93.17
			E2332406441		****2177 SIMPLIFILE SYSTEMS 170 01-14-000-72355	112.57
			E2332506314		****2177 SIMPLIFILE SYSTEMS 176 01-14-000-72355	93.17
			F67E20T1		****2177 COOL TOOLS MEETING - I 60-00-000-72170	31.50
					63-00-000-72170	31.50
					64-00-000-72170	27.00
			FDTC-0003		****2177 ACTIVE SHOOTER AND MI 01-19-000-72145	620.00
			IN23111417153200.		****2177 FOXIT PDF EDITOR FOR II 01-16-000-72655	573.72
			KJC7UU39G2		****2177 PROMOTING 01-35-000-72653	150.00
			M34P9WF8G2		****2177 PROMOTING 01-35-000-72653	50.00
			MJK76W78G2		****2177 PROMOTING 01-35-000-72653	50.00
			R2GUBW78G2		****2177 PROMOTING 01-35-000-72653	150.00
			S56DK		****2177 M GLOTZ ICSC TRADE SH 01-11-000-72170	492.07
			Tinley2		****2177 3200 SINGLE PULL BAGS 01-26-023-73681	278.00

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 16

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>
205173	12/15/2023	020246 FIFTH THIRD BANK	(Continued) VSVDK		****2177 P CARR ICSC TRADE SHO 01-12-000-72170	475.06
			ZKXDK		****2177 D FRAMKE ICSC TRADE S 01-35-000-72170	492.07
					Total :	22,386.66
205174	12/15/2023	020246 FIFTH THIRD BANK	110323		****2177 HALLOWEEN PARTY TIP 01-41-056-72954	15.00
			112823		****2177 CC LATE FEE 01-14-000-72315	29.00
			596723233		****2177 CIVIL SERVICE COMMISSI 01-13-000-71127	9.65
			ZA3QKVX7G2		****2177 PROMOTING 01-35-000-72653	25.00
					Total :	78.65
205175	12/15/2023	020800 FIRST RESPONDERS WELLNESS	18364		PRE-EMPLOYMENT PERFORMANC 01-41-040-72846	585.00
					Total :	585.00
205176	12/15/2023	012941 FMP	52-553096		2001 CHEV TAHOE - ACTUATOR TE 01-21-000-72540	54.97
			52-553807		FVP BRAKE ROTOR - POLICE STO 01-17-205-72540	279.00
			55-554028		2015 FORD POLICE INTERCEPTOR 01-17-205-72540	31.82
					Total :	365.79
205177	12/15/2023	021254 FOR YOU APPETITO	120523		REPAYMENT FOR STAFF FOOD VC 01-35-000-72954	510.00
					Total :	510.00
205178	12/15/2023	021260 GOEDERT, THOMAS	121223		REFUND OF SPECIAL USE APPLIC, 01-14-000-79015	500.00
					Total :	500.00

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 17

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>
205179	12/15/2023	004538 GOLDY LOCKS INC	44072790		MEDECO DUPLICATE KEY 01-26-025-72520	75.00 Total : 75.00
205180	12/15/2023	021244 GOOD KARMA BROADCASTING LLC	508770a	VTP-020532	TOURISM RADIO CAMPAIGN 12/4-1 01-35-100-72983	8,020.00 Total : 8,020.00
205181	12/15/2023	004493 GORDON FOOD SERVICE INC.	768203654		CREAMER, PEPSI - ACCOUNT # 60 01-17-205-73315 01-12-000-72220	12.98 7.99 Total : 20.97
205182	12/15/2023	015397 GOVTEMPSUSA LLC	4302443		A. MAMPE WEEKS ENDING 12/3 & 01-15-000-72790	1,449.00 Total : 1,449.00
205183	12/15/2023	015198 GREEN PROMOTING LLC	16874	VTP-020484	REORDER OF TOURISM HOSPITAL 01-35-100-73870 01-35-100-73870	968.00 104.95 Total : 1,072.95
205184	12/15/2023	019784 HEARTLAND BUSINESS SYSTEMS LLC	649780-H 655628-H	VTP-020271 VTP-020271	OFFICE 365 SHAREPOINT SITES C 30-00-000-74159 OFFICE 365 SHAREPOINT SITES C 30-00-000-74159	231.25 138.75 Total : 370.00
205185	12/15/2023	021261 HEFTY, PETER	101121		OCTOBERFEST ENTERTAINMENT - 01-41-056-72954	250.00 Total : 250.00
205186	12/15/2023	018696 HENRY'S HOUSE OF DECORATED	1550		K805 GREY/BLACK XL, LOG 104 - F 01-21-000-73610	73.27 Total : 73.27
205187	12/15/2023	010238 HOME DEPOT CREDIT SERVICES	WG49783909		****2304 SHOP VACUUM W/DETACH 01-26-025-73580	178.97

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 18

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>
205187	12/15/2023	010238	010238 HOME DEPOT CREDIT SERVICES	(Continued)		Total : 178.97
205188	12/15/2023	012328	HOMER INDUSTRIES	S204621	DROP CHARGE - BRUSH & LOGS 1 01-26-023-72890	100.00 Total : 100.00
205189	12/15/2023	001487	HOMEWOOD DISPOSAL SERVICE	8599854	30YD EXCHANGE-HAUL, DUMP CH 01-26-023-72890	452.45 Total : 452.45
205190	12/15/2023	020512	ICONECTIV LLC	10186410	ELEP -HISTORICAL PHONE NUMBE 01-17-225-72852	200.00 Total : 200.00
205191	12/15/2023	020767	ILLINOIS CRIME FREE ASSOC	121123	INDIVIDUAL MEMBERSHIP - DOUG 01-17-217-72720	50.00 Total : 50.00
205192	12/15/2023	021104	ILLINOIS PUBLIC WORKS MUTUAL	2098	MEMBERSHIP II CALENDAR YEAR 60-00-000-72720 63-00-000-72720 01-26-023-72720 01-26-024-72720 64-00-000-72720	17.50 17.50 50.00 25.00 15.00 Total : 125.00
205193	12/15/2023	005250	J & L DOORS, INC	756998 756999	CYLINDERS - LOCK CYLINDERS FC 01-26-025-72520 CYLINDERS - 5 23-065 O-BITTED E 01-26-025-72520	291.20 291.20 Total : 582.40
205194	12/15/2023	005266	J.M.D. SOX OUTLET, INC.	20230546 20230558	WORK CLOTHES/JOHN WAISHWEI 01-26-023-73610 WORK CLOTHES/CLIFF EATON 01-26-024-73610	123.73 255.68 Total : 379.41

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 19

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
205195	12/15/2023	006948 JOE RIZZA FORD OF ORLAND PARK	443519		NUT - WHEEL - BLDG UNIT #74 01-33-300-72540	116.60
					Total :	116.60
205196	12/15/2023	020207 LENNY'S GAS N WASH 183RD ST	4084		CAR WASH - PD NOVEMBER '23 01-17-205-72540	204.00
			4085		CAR WASH - PW NOVEMBER '23 60-00-000-72540	5.60
					63-00-000-72540	1.87
					64-00-000-72540	3.20
					01-26-023-72540	21.33
					01-26-024-72540	4.00
					01-26-025-72530	12.00
					Total :	252.00
205197	12/15/2023	020207 LENNY'S GAS N WASH 183RD ST	4082		CAR WASH - VM NOVEMBER '23 - 01-12-000-72540	4.00
					Total :	4.00
205198	12/15/2023	020983 LIBERTY FLAGS AND BANNERS	20140		REMOVE BANNERS FRO OPA MET 01-35-000-73112	1,536.00
					Total :	1,536.00
205199	12/15/2023	018877 MAINTSTAR INC	3217		MAINTSTAR ANNUAL SUPPORT SC 01-33-300-72655	41,481.56
					Total :	41,481.56
205200	12/15/2023	021206 MANICZ MEDIA LLC	1617	VTP-020398	TOURISM ADVERTISING - IMPRES 01-35-100-72983	2,513.35
					Total :	2,513.35
205201	12/15/2023	020322 MASTER AUTO SUPPLY	15030-137681		ABS SENSOR - POLICE UNIT #1W 01-17-205-72540	32.33
			15030-137708		POWER STEERING, BRAKE FLUID 60-00-000-72540	28.58
					63-00-000-72540	9.52
					64-00-000-72540	16.33

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 20

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205201	12/15/2023	020322 MASTER AUTO SUPPLY	(Continued)		01-26-023-72540	54.43
					01-26-024-72540	27.22
			15030-137769		FUEL PUMP ASSEMBLY - STREET U	
					01-26-023-72540	265.80
					Total :	434.21
205202	12/15/2023	020322 MASTER AUTO SUPPLY	6981-611168		BERNZ MAP PRO - STREET - SHOF	
					01-26-023-72540	40.12
					Total :	40.12
205203	12/15/2023	019338 MCGILL CONSTRUCTION CO LLC	23798	VTP-020524	MUNICIPAL PARKING LOT IMPROV	
					71-00-000-75801	584,185.73
					Total :	584,185.73
205204	12/15/2023	006074 MENARDS	48686		ACCT# 30860355 - RO SR PAINT, FI	
					01-19-020-73870	9.97
			48863		ACCT# 30860257 - TRI-VOLT TRAN:	
					01-26-025-72520	33.28
			48875		ACCT# 30860257 - 1" LFNC CONDU	
					01-26-025-72520	23.52
			48936		ACCT# 30860257 - 74W PAR30S LIC	
					01-26-025-72520	14.98
			48953		ACCT# 30860257 - 100W A19 BW LI	
					01-26-025-72520	165.66
			49454		ACCT# 30860257 - OUTDOOR TIME	
					01-26-025-73570	15.79
			49466		ACCT# 30860257 - 11" XTREME CAI	
					01-26-023-73870	10.99
			49474		ACCT# 30860257 - 2X4-8 STUD/#2_	
					01-26-023-73870	412.48
			49475		ACCT# 30860257 - 24" BALSAM WR	
					01-26-023-73870	287.16
			49478		ACCT# 30860257 - 75W PAR30S LIC	
					01-26-025-72520	14.98
			49481		ACCT# 30860257 - 16" METAL ATOM	
					01-26-025-72520	44.99

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 21

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205204	12/15/2023	006074 MENARDS	(Continued)			
			49487		ACCT# 30860257 - MINI-VAC TRANS 01-26-025-73410	64.99
			49494		ACCT# 30860257 - EMT CONDUIT, : 60-00-000-73870	84.64
					63-00-000-73870	84.64
					64-00-000-73870	72.56
			49495		ACCT# 30860257 - 70CT LED C6 RE 01-26-025-73870	486.86
			49496		ACCT# 30860257 - 52" FLOCKING S 01-26-025-73870	497.08
			49497		ACCT# 30860257 - 52" FLOCKING S 01-26-025-73870	375.85
			49531		ACCT# 30860257 - 36" NOBLE FIR V 01-26-023-73870	43.94
			49533		ACCT# 30860257 - LAMPHOLDER - 01-26-025-72520	162.33
			49534		ACCT# 30860257 - 2X4X8' PREMIUM 01-26-023-73870	139.52
			49548		ACCT# 30860257 - 2X SPRAY PAINT 01-26-025-73870	75.45
			49557		ACCT# 30860257 - 3.5" POWER DR 60-00-000-73870	27.16
					63-00-000-73870	27.16
					64-00-000-73870	23.28
			49588		ACCT# 30860257 - CONDUIT, HOLE 60-00-000-73870	-31.87
				g	63-00-000-73870	-31.87
				g	64-00-000-73870	-27.33
			49590		ACCT# 30860257 - 3/4 PLYWOOD S 60-00-000-73870	26.69
					63-00-000-73870	26.69
					64-00-000-73870	22.89
			49591		ACCT# 30860257 - HITCHING RING 60-00-000-73870	7.53
					63-00-000-73870	7.53
					64-00-000-73870	6.45

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 22

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205204	12/15/2023	006074 MENARDS	(Continued)			
			49601		ACCT# 30860257 - U-BOLT 5/16" X 4 01-35-000-73112	62.46
			49605		ACCT# 30860257 - 2PK LYSOL TOIL 01-26-025-73870	175.62
			49653		ACCT# 30860355 - C7 REPLACEME 01-19-000-73870	72.84
			49654		ACCT# 30860355 - LP TANK EXCHA 01-19-000-73585	39.84
			49675		ACCT# 30860257 - 70CT LED MINI C 01-26-023-73870	191.08
			49676		ACCT# 30860257 - 4X4 OUTLET CC 60-00-000-73870	2.47
					63-00-000-73870	2.47
					64-00-000-73870	2.13
			49715		ACCT# 30860257 - 6" DIAGONAL PL 01-35-000-73112	190.34
			49717		ACCT# 30860257 - GALV PIPE NIPP 60-00-000-72540	8.88
					63-00-000-72540	2.96
					64-00-000-72540	5.08
			49724		ACCT# 30860257 - 2" GALV STRAP 60-00-000-73870	-4.98
					63-00-000-73870	-4.98
					64-00-000-73870	-4.28
			49727		ACCT# 30860257 - CMX SPRAY PAI 60-00-000-73870	4.54
					63-00-000-73870	4.54
					64-00-000-73870	3.88
			49728		ACCT# 30860257 - 11" BLACK CABL 01-35-000-73112	79.98
			49777		ACCT# 30860257 - GRY 1- OUTLET 01-26-024-73570	202.04
					Total :	4,242.88
205205	12/15/2023	006074 MENARDS	48864		ACCT# 30860257 - TROWEL 01-26-025-73410	5.99

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 23

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>
205205	12/15/2023	006074 006074 MENARDS	(Continued)			Total : 5.99
205206	12/15/2023	020497 MIDWEST PUBLIC SAFETY LLC	145361976	VTP-020380	BODY CAMERA VEHICLE TRIGGER 30-00-000-74603	4,968.00 Total : 4,968.00
205207	12/15/2023	020263 MOBILE WIRELESS LLC	5577	VTP-020424	MOBILE VPN - ACCESS FROM 12/1 01-16-000-72655	13,690.00 Total : 13,690.00
205208	12/15/2023	011997 MOTOROLA SOLUTIONS-STARCOM	8281762523		CABLE, RSM REPLACEMENT CABL 01-19-000-72567	275.94 Total : 275.94
205209	12/15/2023	005729 MR. RADIATOR & AIR COND SERV	047076		EVAPORATOR - STREET UNIT #92 01-26-023-72540	105.00 Total : 105.00
205210	12/15/2023	012301 MVP FIRE SYSTEMS,INC	17102		ANNUAL FIRE SPRINKLER INSPEC 01-26-025-72790	690.00
			17103		ANNUAL FIRE SPRINKLER INSPEC 01-26-025-72790	1,115.00
			17105		ANNUAL FIRE SPRINKLER INSPEC 01-26-025-72790	790.00
			17106		ANNUAL FIRE SPRINKLER INSPEC 01-26-025-72790	1,040.00
			17107		ANNUAL FIRE SPRINKLER INSPEC 01-26-025-72790	440.00
			17108		ANNUAL FIRE SPRINKLER INSPEC 01-26-025-72790	790.00
					Total : 4,865.00	
205211	12/15/2023	015723 NICOR	49924710004		ACCT#49924710004 METER#45817: 01-26-025-72511	349.58 Total : 349.58
205212	12/15/2023	021101 NORTHWESTERN MEDICINE	546711		PRE-EMPLOYMENT PHYSICAL TES 01-41-040-72846	1,598.00

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 24

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>
205212	12/15/2023	021101	021101 NORTHWESTERN MEDICINE		(Continued)	Total : 1,598.00
205213	12/15/2023	021263	OWENS, MICHAEL & DONNA		Ref001444604 UB Cst #00464989, refund duplicate 60-00-000-20599	513.08 Total : 513.08
205214	12/15/2023	013096	PACE SYSTEMS INC		IN00054522 VTP-020319 CAMERAS FOR PUBLIC SAFETY D/ 01-16-000-72655	870.00 Total : 870.00
205215	12/15/2023	006475	PARK ACE HARDWARE		009642/3 071907/1 071920/1 71913/1 71929/1 CUST# 891431 - SOCKETS 15/16, 3 60-00-000-73410 63-00-000-73410 64-00-000-73410 CUST# 9404 - MOP HANDLE WOOD 01-19-000-73580 CUST# 9404 - SPRAYPAINT SAFETY 01-19-000-72520 CUST# 89143 - SNAP BOLT RND EY 01-26-025-73840 CUST# 891432 - CABLE TIES 01-26-023-73870	38.08 4.23 18.13 21.88 12.49 22.36 11.19 Total : 128.36
205216	12/15/2023	020299	POINT B COMMUNICATIONS INC		INV-29520 VTP-020485 MONTHLY SEO INSERTION ORDER 01-35-100-72790	900.00 Total : 900.00
205217	12/15/2023	018110	PROVEN BUSINESS PRODUCTS		1118403 MONTHLY CONTRACT SVC AGREE 01-16-000-72756	1,013.50 Total : 1,013.50
205218	12/15/2023	006850	QUILL CORPORATION		35836630 36101916 8.5X11 80LB WHT GLSY CDSK - 250 01-35-000-73110 LARGE TENT CARDS, AVRY PRINT/ 01-35-000-73110	123.24 82.58 Total : 205.82

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 25

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>
205219	12/15/2023	006361 RAY O' HERRON CO INC	2310555		PATCH, TINLEY PARK COMMUNITY 01-17-205-73610	196.50
Total :						196.50
205220	12/15/2023	006870 RELIABLE FIRE EQUIPMENT	98138		TRAIN STATION 80TH AVE KITCHEN 01-26-025-72535	446.50
Total :						446.50
205221	12/15/2023	007092 SAUNORIS	734679		PROPANE 33LB 60-00-000-73520 63-00-000-73520 64-00-000-73520 01-26-024-73520 01-26-023-73520	9.24 9.24 7.92 13.20 26.40
Total :						66.00
205222	12/15/2023	020644 SCIENTEL SOLUTIONS LLC	007421	VTP-020382	NETWORK SWITCHES FOR FIRE S 30-00-000-74128	8,369.84
Total :						8,369.84
205223	12/15/2023	020511 SIERRA ITS	1799	VTP-020425	DESKTOP TECH - RAQUEL BRINSC 01-16-000-72790	1,500.00
			1808	VTP-020425	DESKTOP TECH - RAQUEL BRINSC 01-16-000-72790	750.00
			1822	VTP-020425	DESKTOP TECH - RAQUEL BRINSC 01-16-000-72790	1,125.00
			1829	VTP-020425	DESKTOP TECH - RAQUEL BRINSC 01-16-000-72790	1,950.00
Total :						5,325.00
205224	12/15/2023	013043 SITE DESIGN GROUP, LTD.	7482ph2-75	VTP-020025	LANDSCAPE PLANNING - 10/15-11/ 01-26-023-72847	4,712.50
			7698-94	VTP-020023	NATURALIZED STORMWATER ARE 01-26-023-72847	1,776.55
			7946-68	VTP-020026	MOWING INSPECTIONS AND BIDS 01-26-023-72847	1,377.50
			8081-48		DOWNTOWN PLANTERS - 10/15 TH	

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12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 26

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205224	12/15/2023	013043 SITE DESIGN GROUP, LTD.	(Continued)			
			8498-59	VTP-019997	01-26-023-72847	253.75
			8803-36	VTP-020024	URBAN FORESTRY PROGRAM - SE 01-26-023-72847	6,318.21
			9700-02	VTP-020027	LANDSCAPE MAINTENANCE - 10/11 01-26-023-72847	1,087.50
				VTP-020309	PROFESSIONAL SERVICES - 9/17- 65-00-000-72591	2,790.00
					Total :	18,316.01
205225	12/15/2023	015452 STEINER ELECTRIC COMPANY	S007478705.001		COPPER-BONDED GROUND ROD, 01-26-024-73570	352.72
					Total :	352.72
205226	12/15/2023	007297 SUTTON FORD INC./FLEET SALES	593544		WIRE ASSY, POLICE UNIT #5A 01-17-205-72540	52.22
			593712		SPROCKET - CAMSHAFT, TENSION 01-17-205-72540	173.65
			593765		GASKET CYLINDER, GASKET INTAI 01-17-205-72540	54.17
			593767		CAMSHAFT - POLICE UNIT #5A 01-17-205-72540	102.93
			594026		KIT- SENSOR ATTAC, KIT - TPMS S 01-17-205-72540	93.07
			594195		SHAFT ASSY - POLICE UNIT #9A 01-17-205-72540	556.00
			594233		SHIELD, BOLT, NUT, STUD - POLIC 01-17-205-72540	51.53
			594256		FUEL SENSOR - STREET UNIT #11 01-26-023-72540	107.30
					Total :	1,190.87
205227	12/15/2023	021115 TECORP INC	2023-46		POST 1 OVERFLOW PIPE REPLACI 62-00-000-75702	99,560.00
				VTP-020312		
					Total :	99,560.00
205228	12/15/2023	014653 THE BLUE LINE	45817		CIVILIAN POSITION - PT COMM SV	

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 27

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>
205228	12/15/2023	014653 THE BLUE LINE	(Continued)			
			45818		01-14-000-72448 FIRE SERVICE - PT FIRE INSPECTO 01-14-000-72448	199.00 199.00
					Total :	398.00
205229	12/15/2023	006812 THE GALLERY COLLECTION	INV001282719		ACCT# 10949404 - WHITE GOLD B/ 01-17-205-73600	207.21
					Total :	207.21
205230	12/15/2023	021180 THE HUMAN RACE SPORTS INC	106	VTP-020513	BLANKET P.O. FOR UNIFORMS-SH 01-19-000-73610	700.00
					Total :	700.00
205231	12/15/2023	018264 THE LAKOTA GROUP, INC.	23017.01-04	VTP-020331	23017.01 PROFESSIONAL LANDSC 30-00-000-75905	25,083.60
					Total :	25,083.60
205232	12/15/2023	007886 THEODORE POLYGRAPH SERVICE	8444		PRE-EMPLOYMENT - ALEXUS MAR 01-41-040-72846	200.00
					Total :	200.00
205233	12/15/2023	007777 THOMPSON ELEVATOR INSPECTION	23-2822		15 ELEVATOR INSPECTIONS & 9 EI 01-33-300-72853	912.00
					Total :	912.00
205234	12/15/2023	007930 TRANS UNION	11300215		CREDIT SUMMARY,EMPLOYMENT 01-17-225-72852	183.96
					Total :	183.96
205235	12/15/2023	008040 UNDERGROUND PIPE & VALVE CO	062532-02		BUSHING GREEN CAP 2" CC X 1-1- 63-00-000-73630	5.60
					60-00-000-73630	50.40
					64-00-000-73630	24.00
			063920-02		WATER MAIN BREAK CLAMPS	
				VTP-020441	60-00-000-73630	151.20
				VTP-020441	63-00-000-73630	16.80
				VTP-020441	64-00-000-73630	72.00

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 28

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>
205235	12/15/2023	008040 UNDERGROUND PIPE & VALVE CO	(Continued) 064424		MAIN BREAK CLAMPS	
				VTP-020520	60-00-000-73630	187.74
				VTP-020520	63-00-000-73630	54.32
				VTP-020520	64-00-000-73630	232.80
				VTP-020520	60-00-000-73630	301.14
			064424-01		MAIN BREAK CLAMPS	
				VTP-020520	60-00-000-73630	338.31
				VTP-020520	63-00-000-73630	37.59
				VTP-020520	64-00-000-73630	161.10
					Total :	1,633.00
205236	12/15/2023	010579 UNIVERSITY OF ILLINOIS	UFIW9877		CLASS #202400014 - YOUTH FIRES	
			UPI12085		01-19-020-72140	150.00
					ACCT# @00872964 - K. SULLIVAN	
					01-17-220-72140	125.00
					Total :	275.00
205237	12/15/2023	011416 VERIZON WIRELESS	9950895878		ACCT#242459316-00001 CENTRAL	
					60-00-000-72127	16.72
					63-00-000-72127	16.72
					64-00-000-72127	14.34
					Total :	47.78
205238	12/15/2023	004192 VILLAGE OF FRANKFORT	400-1000-00-01		ACCT#400-1000-00-01 BROOKSIDE	
					64-00-000-73227	146,188.38
					Total :	146,188.38
205239	12/15/2023	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 11/1-12/1/23	
					63-00-000-73220	571,931.09
					60-00-000-73220	619,592.01
					Total :	1,191,523.10
205240	12/15/2023	010165 WAREHOUSE DIRECT INC	5624205-0		CALENDAR MONTHLY	
					63-00-000-73110	1.11
					64-00-000-73110	4.76
					01-26-024-73110	7.93

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 29

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205240	12/15/2023	010165 WAREHOUSE DIRECT INC	(Continued)		60-00-000-73110	9.99
					01-26-023-73110	15.86
			5627897-0		COPY PAPER - FIRE DEPT	
					01-19-000-73110	224.75
			C5618523-0		REBATE - QUARTERLY SPC ECOMI	
				g	01-14-000-73110	-8.66
					Total :	255.74
205241	12/15/2023	011055 WARREN OIL CO.	W1594208		DIESEL FUEL USED 9/21 DELIVERY	
					01-17-205-73530	16.67
					01-19-000-73545	1,866.11
					60-00-000-73545	408.41
					63-00-000-73545	102.10
					64-00-000-73545	218.79
					01-26-023-73545	2,442.08
					01-26-024-73545	82.96
					01-14-000-73531	427.88
			W1614193		N.I., GAS USED 11/23-12/4/23	
					01-17-205-73530	7,881.55
					01-19-000-73530	665.45
					01-19-020-73530	86.66
					01-21-000-73530	814.11
					60-00-000-73530	703.29
					63-00-000-73530	175.82
					64-00-000-73530	376.76
					01-26-023-73530	1,290.04
					01-26-024-73530	553.43
					01-33-300-73530	172.96
					01-12-000-73530	44.73
					01-14-000-73531	3,977.59
					01-42-000-73530	351.99
			W1614194		DIESEL FUEL USED 11/23-12/4/23	
					01-19-000-73545	1,099.17
					60-00-000-73545	910.35
					63-00-000-73545	227.58
					64-00-000-73545	487.68

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

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>	
205241	12/15/2023	011055 WARREN OIL CO.	(Continued)				
					01-26-023-73545	1,856.60	
					01-26-024-73545	114.03	
					01-26-025-73545	455.40	
					01-14-000-73531	455.45	
					Total :	28,265.64	
205242	12/15/2023	008226 WYMAN & COMPANY	47481		FRAME - DEBRA MELCKERT PLAQI		
					01-14-000-73110	174.25	
					Total :	174.25	
110 Vouchers for bank code : apbank						Bank total :	2,386,187.03

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Page: 31

Bank code : ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4758	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		CLAIM #200803W006 CLAIM DATE : 01-14-000-72542	135.21 Total : 135.21
4759	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ILLINOIS BONE AND JOINT 60-00-000-72542 63-00-000-72542 64-00-000-72542	181.01 34.48 92.35 Total : 307.84
4760	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ILLINOIS BONE AND JOINT 60-00-000-72542 63-00-000-72542 64-00-000-72542	869.26 165.57 443.51 Total : 1,478.34
4761	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210323W028		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	1,178.00 Total : 1,178.00
4762	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 201119W024		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	744.00 Total : 744.00
4763	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	635.50 Total : 635.50
4764	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-2		PAYEE-PETERSON, JOHNSON & M 60-00-000-72542 63-00-000-72542 64-00-000-72542	27.34 5.21 13.95 Total : 46.50
4765	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 210526W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	310.00 Total : 310.00

vchlist
12/15/2023 9:42:42AM

Voucher List
Village of Tinley Park

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4766	12/12/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-1		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	15.50
Total :						15.50
9 Vouchers for bank code : ipmq						Bank total : 4,850.89
119 Vouchers in this report						Total vouchers : 2,391,037.92

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

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

_____ Village President

_____ Village Clerk

_____ Date



Interoffice Memo

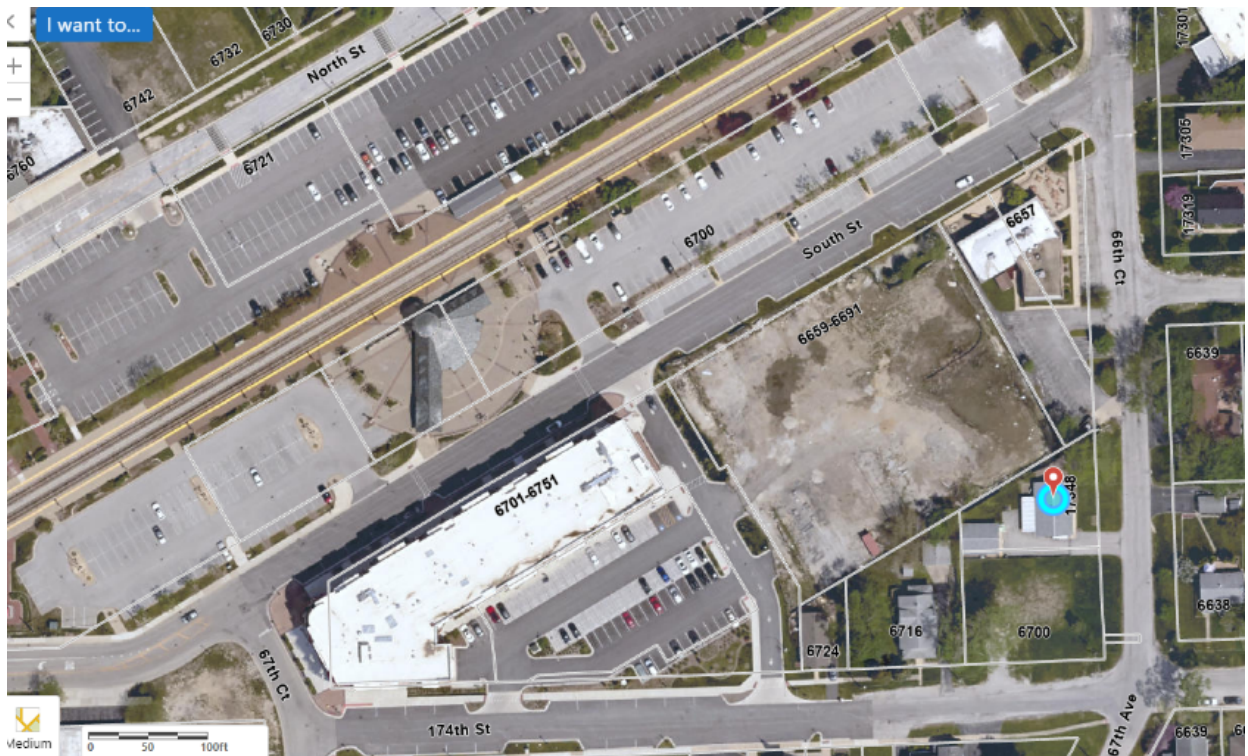
Date: December 13, 2023

To: Village Board

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

Subject: Property Purchase – 17348 South 66th Court

The owner of the property located at 17348 South 66th Court recently approached the Village to discuss the sale of the property. The Village already owns the parcel to the south (6700), and the Boulevard Phase II will be to its north. With this prime location, it presents a good opportunity for the Village to control further development of the downtown area.



Staff Recommendation: Consider approving a Purchase and Sale agreement in the amount of \$265,000. Funds are available within the budget/TIF.

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

ORDINANCE
NO. 2023-O-080

**AN ORDINANCE FOR THE PURCHASE OF PROPERTY (17348 S. 66th COURT,
TINLEY PARK, ILLINOIS 60477)**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-0-080**AN ORDINANCE FOR THE PURCHASE OF PROPERTY
(17348 S. 66th COURT, TINLEY PARK, ILLINOIS 60477)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, (the “Village”) with a population in excess of 25,000 is, therefore, a home rule unit; and

WHEREAS, pursuant to the provisions of Section 6(a) of Article VII of the Illinois Constitution, the Village may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) villages incorporated under the Illinois Municipal Code may acquire and hold real and personal property for corporate purposes; and

WHEREAS, Cynthia Blazejak (the “Seller”) is the owner of certain real property located at the address commonly known as 17348 S. 66th Court, Tinley Park, Illinois 60477 (the “Property”); and

WHEREAS, the President and the Board of Trustees of the Village (the “Corporate Authorities”) find that it is in the Village’s interest to acquire ownership of the Property; and

WHEREAS, the Seller is willing to sell the Property to the Village on terms and conditions acceptable to the Village; and

WHEREAS, the Village and the Seller desire to enter into a Purchase and Sale Agreement (the “Agreement”), a copy of which is attached hereto as **Exhibit A**, whereby the Seller will convey the Property to the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to accept the conveyance of the Property pursuant to the terms of the Agreement and this Ordinance;

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

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

SECTION 2: The Agreement between the Village and the Seller is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3: The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Seller; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this Ordinance will, at the option of the Board of Trustees, be null and void.

SECTION 4: The President and Board of Trustees hereby approve the acquisition by the Village of the Property, in the manner and upon such terms as are set forth in the Agreement.

SECTION 5: The Village President, the Village Clerk, the Village Manager, the Village Finance Administrator, and the Village Attorney are hereby authorized to execute all documentation, and take all action, necessary to consummate the acquisition of the Property by the Village, as may be required pursuant to applicable law and the Agreement, including making any amendments to the Agreement or other documents in order to effectuate the intent of this Ordinance to purchase the Property.

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

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

PASSED THIS ___ day of _____, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A
Purchase and Sale Agreement

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract (“Agreement”) is made as of the Day of December, 2023 (“Effective Date”), between Cynthia Blazejak , 17348 S. 66th Ct., Tinley Park, IL 60477 (“Seller”) and the Village of Tinley Park, an Illinois municipal corporation (“Buyer”). Seller and Buyer shall each be referred to individually as a “Party” and collectively as the “Parties”. Subject to the terms of this Agreement, Seller agrees to sell, and Buyer agrees to purchase the real property known as:

17348 S. 66th Ct., Tinley Park, Illinois 60477; PIN: 28-30-411-019-0000 (the “Property”), legally described in Exhibit A.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Financing Contingency. This Agreement is not contingent on Buyer obtaining financing.
2. Purchase Price. The purchase price shall be Two Hundred and Sixty-Five Thousand Dollars and zero cents (\$265,000.00) (“Purchase Price”).
3. Earnest Money. Buyer shall tender earnest money in the amount of \$13,250 within five (5) days of the Effective Date of the contract. The earnest money shall be held in a Strict Joint Escrow at Chicago Title and established by the Buyer. Buyer shall be responsible for any costs related to the Strict Joint Escrow.
4. Closing. The closing of the purchase and sale (the "Closing") shall take place (the "Closing Date") at a mutually agreeable time at an Office of Chicago Title Insurance Company, or as otherwise agreed to by the Parties in writing.
5. Time of the Essence; Closing Date. The Parties agree that time is of the essence as to the closing date and to all dates specified in the Agreement and all addenda.
6. Due Diligence Period. Buyer shall have a period of thirty (30) days following the Effective Date (the “Due Diligence Period”) to conduct non-invasive due diligence related to the Property and review the title commitment. Buyer shall have the right to terminate this Agreement during the Due Diligence Period. At no cost to Buyer, Buyer shall have the unilateral right to extend its Due Diligence period by an additional thirty (30) days by issuing the Seller a notice of “Due Diligence Extension,” which will serve to extend the Due Diligence Period to a total of sixty (60) days.
7. Closing Date. The Closing Date shall be within seven (7) days after expiration of the Due Diligence Period, or any other date agreed to by the Parties, but shall not occur on a Saturday or Sunday.
8. Closing Costs. Recording. Notwithstanding local custom, Buyer shall pay all costs and take all necessary steps to record the Deed.

Seller shall not be responsible for any amounts due, paid or to be paid after Closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Buyer as current owners of the Property receives the payment, Buyer will immediately remit any refund to Seller. For purposes of any Seller concession, the term “closing costs” shall not include any amounts escrowed for taxes or insurance by a lender.

9. Condition of Property. As a material part of the consideration to be received by Seller under this Agreement, Buyer acknowledges and agrees to accept the Property in "as-is" "where-is" and "with all faults" condition at the time of closing, including, without limitation, zoning, land use or building code requirements, open permits or compliance with any laws, rules, ordinances or regulations of any governmental authority, any hidden defects, environmental conditions affecting the Property, or the existence of mold or other pest, whether known, or unknown, whether such defects or conditions were discoverable through inspection or not.

If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither Buyer nor Seller terminate the Agreement, Buyer agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding, and (c) to resolve the deficiencies as soon as possible after the Closing. Code violations and/or open permits do not constitute title defects which impair marketability.

The Closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer. The Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

Seller shall have absolutely no duty to modify, alter, or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

Buyer waives any claim against Seller with respect to any of the Property conditions identified in this Section.

10. Disclosure of Lead-Based Paint Hazards. In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Buyer hereby acknowledges that:

A) the Buyer has received the following Lead Warning Statement, and understands its contents:

"Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B) the Buyer has received a Lead Hazard Information pamphlet;

C) Buyer hereby waives any rights and/or remedies against the Seller provided to him as a Buyer in the Residential Lead-Based Paint Hazard Reduction Act, including the Buyer's ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

11. Taxes and Special Assessments. Seller will pay the First Installment 2023 taxes at or prior to closing. Seller shall provide Buyer with a credit for the 2023 Second Installment taxes and the 2024 taxes based on 100% of the 2022 tax bill prorated through the date of closing. Buyer shall be responsible for any taxes that become due and payable after Closing.

12. Insurable title. Seller shall order title from Chicago Title Company ("Closing Agent"). Seller shall give such title as Seller's title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state in which the Property is located, subject only to the matters provided for in this Agreement (the "Title Policy"). Unless otherwise indicated below, Seller shall furnish, at its expense, a fee (owners) title policy, with coverage in the amount of the purchase price. Closing costs will be computed under Seller's agreed rate card with Closing Agent. Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable or insurable, and any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove these exceptions. In the event Seller is not able to (a) make the title marketable or (b) obtain title insurance from a title insurance company selected by Seller, all as provided herein, either party may terminate the Agreement and the Earnest Money shall be returned to Buyer and Seller shall have no further obligation or liability to Buyer hereunder.

13. Real Estate Commission. Seller each represent and warrant to each other that it has not dealt with any real estate broker, agent, or salesperson ("Broker"), such as may give rise to any legal right or claim for commission or similar fee or compensation with respect to the negotiation and consummation of Closing of the conveyance by Seller to Buyer of the Property.

14. Delivery of Funds. Regardless of local custom, requirements, or practice, upon delivery of the Deed by Seller to Buyer, Buyer shall deliver all funds due to Seller from the sale in the form of a wire transfer, in accordance with instructions provided by the closing agent. Failure to deliver funds according to the aforesaid method shall be considered a breach of this Agreement.

15. Delivery of Possession of Property. Seller shall deliver possession of the Property to Buyer at the Closing and funding of this sale. If Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing and funding without the prior written consent of Seller, such event shall constitute a breach by Buyer under the Agreement and Seller may terminate the Agreement. After Closing, any personal property which remains at the Property shall be deemed property of the Buyer.

16. Form of Deed. The deed to be delivered at Closing shall be a Warranty Deed.

17. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Buyer's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

18. Survival. Delivery of the deed to the Property to the Buyer by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

19. Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Buyer's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Buyer hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

20. Notices. All notices to be provided under this Agreement must be provided via email transmission to the attorney or designated representative for either Party. Notices shall be sent to:

Seller:

Cynthia Blazejak
Heather Jeeninga
17348 S. 66th Ct.
Tinley Park, IL 60477

With copy to:

Levit & Lipshutz
Stephanie A. Orzoff
1120 W. Belmont
Chicago, IL 60657

Buyer:

Michael W. Glotz
Mayor
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

With copy to:

Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402

21. Entire Agreement. Except as provided for in this Agreement with regard to referenced and related agreements, this Agreement constitutes the entire agreement of the Parties hereto with regard to the subject matter hereof, may only be modified in writing signed by both Seller and Buyer.

22. Miscellaneous.

- A) Sundays. Should the last day of any period called for under this Agreement fall on a Sunday, the period shall be extended to Monday.
- B) Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or

condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

- C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.
- D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- E) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.
- F) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.
- G) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.
- H) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.
- I) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- J) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and

the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[Remainder of Page Left Intentionally Blank- Signature Page Follows]

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date first above written.

BUYER:
VILLAGE OF TINLEY PARK

SELLER:
CYNTHIA BLAZEJAK

By: Michael W. Glotz
Its: Mayor

By: CYNTHIA BLAZEJAK

EXHIBIT A

LEGAL DESCRIPTION



PLAN COMMISSION STAFF REPORT

December 7, 2023 –Public Hearing

Petitioner

Steve Nelson on behalf of Advocate Outpatient Center

Property Location

18210 La Grange Road

PIN

27-33-401-019-0000

27-33-401-020-0000

27-33-401-021-0000

Zoning

B-3 General Business & Commercial

Approvals Sought

Variations

Project Planner

Lori Kosmatka, AICP
Associate Planner

Advocate Outpatient Center Freestanding Sign Variations

18210 La Grange Road

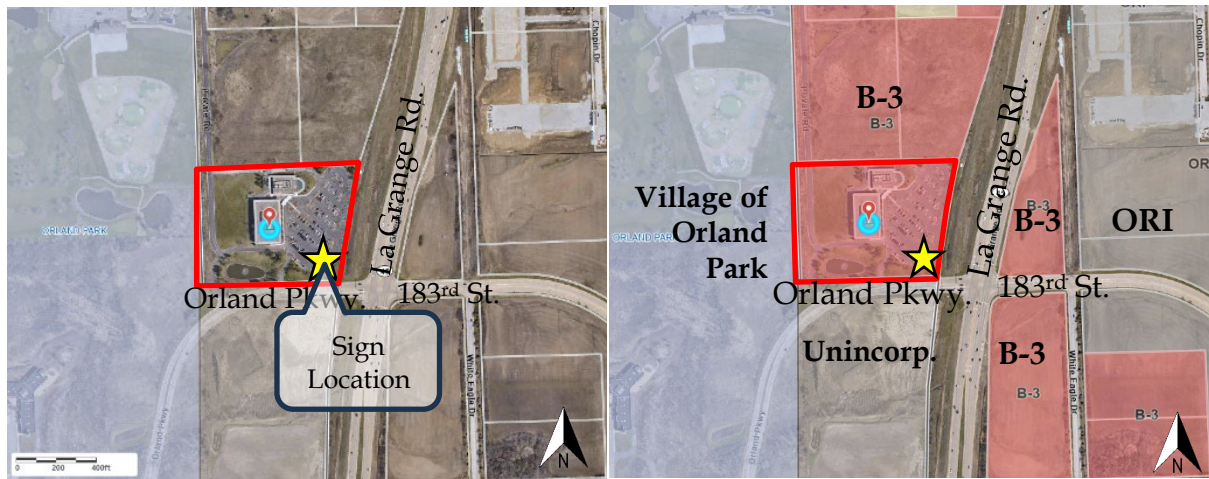


EXECUTIVE SUMMARY

The Petitioner, Scott Nelson, on behalf of Advocate Outpatient Center, is requesting two Variations which permit installation of a freestanding sign to increase the sign area from the maximum allowable 120 square feet to 231.91 square feet, and to reduce the required minimum setback from ten-foot to zero feet at the east and south property lines of the subject property at 18201 La Grange Road in the B-3 (General Business & Commercial) zoning district.

The Petitioner is proposing to replace the existing, nonconforming EMC sign with a new sign. The existing sign received Variation approval for a height of 13 feet, but did not include any approvals for exceeding allowable maximum sign area or minimum location distance to property lines. The proposed replacement sign will meet the 13 foot previous Variation approval, and will otherwise conform with all other relevant provisions of the Zoning Ordinance.

EXISTING SITE, HISTORY, ZONING, & NEARBY LAND USES



Aerial Location Map (left) and Zoning Map (right)

The subject property at 18210 La Grange Road is a medical facility operating as Advocate Outpatient Center. The property has a contemporary style building with masonry in beige and reddish tones. It is on a 10 acre property northwest of the corner at La Grange Rd. and 183rd Street. The property's west side is adjacent to the Village of Orland Park, and its south side is adjacent to unincorporated land. The property was annexed into the Village in 1978. The subject property is located within the B-3 General Business & Commercial Zoning District.



Existing Building Architecture & Masonry Colors

The table below indicates the surrounding zoning and land uses:

Direction	Zoning	Land Use
North	B-3 (General Business & Commercial)	Vacant land
East	B-3 (General Business & Commercial)	La Grange Road ROW, Vacant land
South	Unincorporated	Vacant land
West (northerly)	BIZ (General Business)	White Mountain Rec. Center (Golf Course)
West (southerly)	RMC (Regional Mixed-Use Campus)	Vacant land

There is an existing freestanding sign at or near the southeast corner of the property. A sign Variation was previously approved (Ord. No. 2003-O-062) allowing a three-foot Variation to the required ten-foot maximum height, allowing for a 13-foot tall freestanding sign with a brick base. The 2003 Ordinance noted the Variation would allow for adequate display the names of tenants where certain medical tenants had identification problems. There was no approval for maximum sign area nor location distance to the property line. The 2003 Ordinance did not contain any attached drawings specifying the location.

The Petitioner measured the existing sign height as 13'-8³/₄" (exceeding Variation approval) with 201.25 sq ft. (126"x230") sign face area. The property's plat of survey appears to show the sign near the east property line and on or near the south property



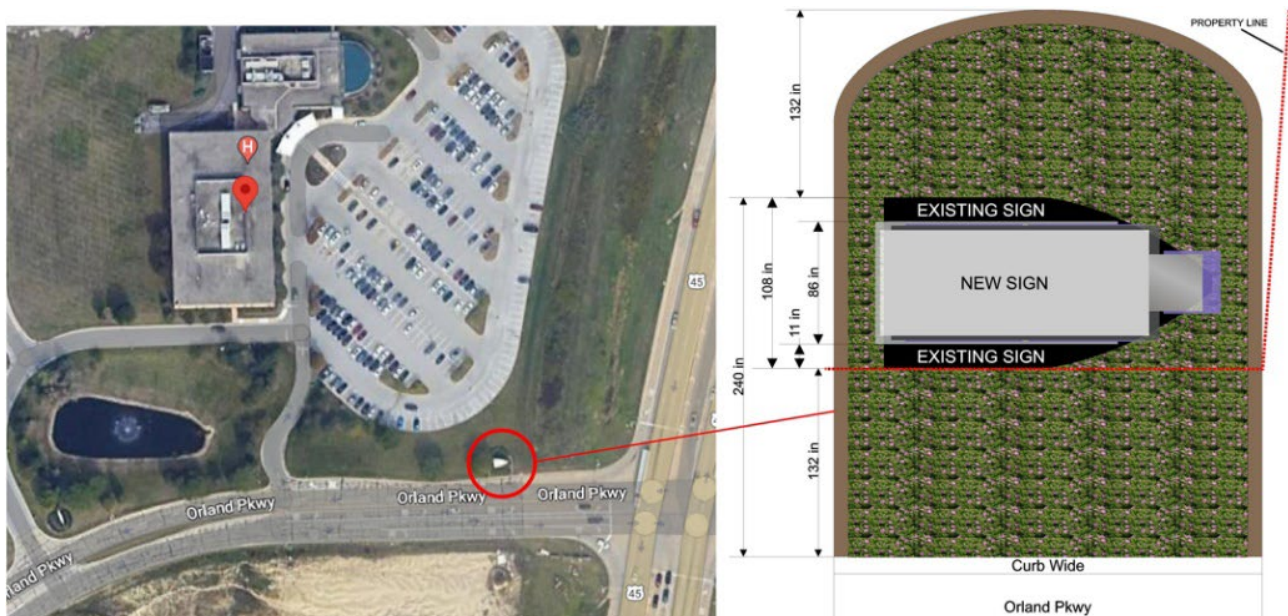
Existing Sign appearance & measurements (by Petitioner)

line. The Petitioner provided an aerial image with approximate parcel line locations per the county GIS map, which shows similar conditions. The Petitioner measured the existing sign as 11 feet from the current curb location to the south. Staff measures the sign as approximately 130 feet of lawn from the La Grange Road intersection.

VARIATIONS REQUEST

Two Variations are requested for sign face area and location. The Petitioner proposes to replace the existing, nonconforming sign with a proposed, new sign in the same location. The proposed sign will use the existing foundation and steel supports. It will be double-sided internally illuminated with an aluminum cabinet and a faux brick base to match the existing building's brick color. The Petitioner clarified the faux brick will be a brick panel type product, typically by brands such as GenStone or Texture Plus. Base landscaping will be provided. The nearby surrounding retaining wall will remain.

The proposed sign will be 13-foot high (includes base) with a sign face area (excludes base) will be 231.92 sq. ft. (138" high x 242" long). The proposed sign will have a larger sign face area than the existing sign, but shorter in height per Petitioner measurements. The proposed sign location will be within the existing sign's footprint. The proposed sign location will be approximately 11 inches from the property line. The proposed sign will be 22 inches narrower than the existing sign, thus is proposed to encroach 11 inches less from the south property line than the existing sign's nonconforming location, which improves the location setback at or near the south property line. The east side of the proposed sign will be the same location setback as the existing sign near the east property line.



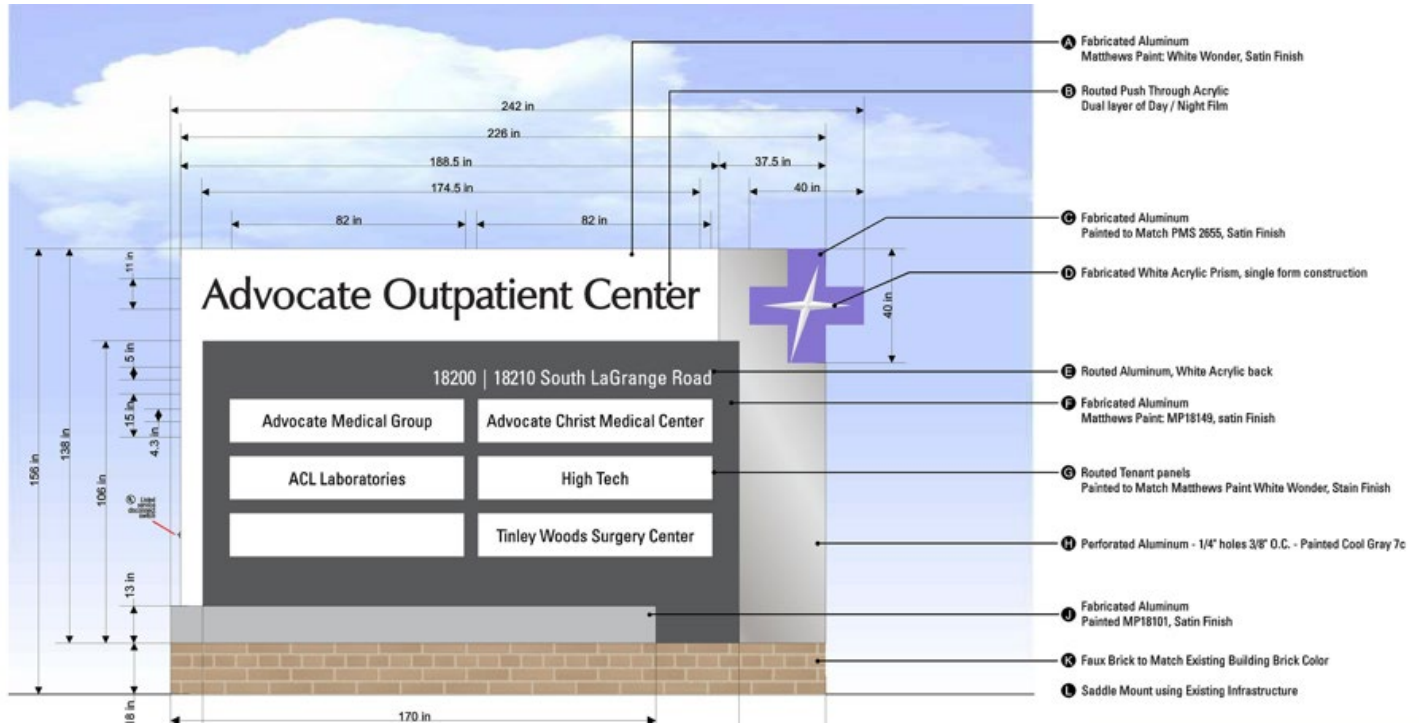
Proposed Sign Location Setback (Compared to Existing Sign Footprint in Black)

Code Requirements

Signs are regulated by Section IX of the Zoning Ordinance. Sec.IX.F. limits the maximum allowable sign face area as 120 sq. ft., and Sec.IX.D.2.c. requires freestanding signs be located a minimum of ten feet from all property lines, and not constructed within the public right-of-way. Sec.IX.D.2. requires the sign be architecturally compatible with the building. The sign code also limits the sign height (includes base) to ten feet, however, per the previously approved 2003 Ordinance, the proposed sign is allowed to be 13 feet tall.

Some limitations and unique circumstances exist. The Petitioner notes the position of the lot and limitations of the sign location due to property lines and right-of-way relative to the visitor entry path from La Grange Road cause the sign to be far from the road. There is an extensive lawn of approximately 130' right-of-way from the sign to the intersection. The Petitioner notes the visibility from the road and number of tenant panels generally dictates the lettering and height, and based on code requirements. They note meeting code would result in lettering too small

to be legible from La Grange Road. They state a sign conforming to code here may result in fewer visitors and thus fewer tenants. They also state that the Variations request of a new replacement sign in place of the existing, aging sign along a heavily-trafficked roadway will not alter the essential character of the neighborhood. Lastly, the Petitioner notes the proposed sign will have a reduced encroachment to the south as it is narrower than the existing sign. The Petitioner also states the proposed sign is 18% smaller than the existing sign, however this is based off area including the base. According to Petitioner's field measurements, the proposed sign is 8 3/4" shorter in height.



Proposed New Sign (South Face)

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 has prepared draft responses for the Findings of Fact below. The Commission may choose to modify the findings as they choose or based on the evidence received at the public hearing.

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 location of the sign near a heavily traveled arterial commercial roadway corridor would make it difficult for its content to be readable if limited to the size regulations per the Zoning Ordinance. A sign meeting the regulations would limit the ability of the patients to identify and locate the tenants to obtain health care.***
2. The plight of the owner is due to unique circumstances.
 - ***The proposed sign is located near a heavily traveled arterial commercial roadway corridor with an extensive length of right-of-way lawn between the east property line and La Grange Road.***
3. The Variation, if granted, will not alter the essential character of the locality.
 - ***The sign will not alter the essential character of the neighborhood. It will replace an existing, aging sign, and is located near a heavily trafficked roadway.***
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motion would read:

Variations:

"...make a motion to recommend that the Village Board grant the Petitioner Scott Nelson on behalf of Advocate Outpatient Center two Variations from Section IX.F. (*Dimensions Regulations for Wall and Freestanding Signs*) and Section IX.D.2.c. (*Freestanding Signs: Locations*) of the Zoning Code at the property located at 18210 La Grange Road in the B-3 General Business & Commercial Zoning District. The proposed Variations will permit the petitioner to install a freestanding sign that will increase the sign area from the maximum allowable 120 square feet to 231.91 square feet, and to reduce the required minimum setback from ten-foot to zero feet at the east and south property lines of the subject property, consistent with the Submitted Plans and adopt the Findings of Fact as proposed in the December 7, 2023 Staff Report. "

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Petitioner Application (Redacted)	Petitioner	10/3/23
Petitioner Response to Standards	Petitioner	n/a
Narrative	Sign Outlet	n/a Rec'd 11/15/23
Sign Information Page (for sign permit application)	Sign Outlet	n/a Rec'd 11/29/23
Plat of Survey	Bradley K. Lueders	12/17/12
Estimated Property Lines Aerial Exhibit Per County GIS Map	Sign Outlet	n/a Rec'd 11/13/23
Location Setback (Proposed Vs. Existing)	Sign Outlet	11/13/23 Rec'd 11/15/23
Comparison to Existing Sign	Sign Outlet	11/13/23 Rec'd 11/14/23
Proposed North Face Spec Sheet	Sign Outlet	REV 9 11/13/23 Rec'd 11/14/23
Proposed South Face Spec Sheet	Sign Outlet	REV 9 11/13/23 Rec'd 11/14/23
Proposed Electrical Spec Sheet	Sign Outlet	11/13/23
Proposed North Face Rendering Mockup	Sign Outlet	REV 8 11/13/23 Rec'd 11/13/23
Proposed South Face Rendering Mockup	Sign Outlet	REV 8 11/13/23 Rec'd 11/13/23
Photos Inside Existing Sign Cabinet	Sign Outlet	n/a Rec'd 11/10/23

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

ORDINANCE
NO.2023-O-081

**AN ORDINANCE GRANTING GROUND SIGN VARIATIONS FOR CERTAIN
PROPERTY AT 18210 LA GRANGE ROAD
(ADVOCATE OUTPATIENT CENTER)**

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-081**AN ORDINANCE GRANTING GROUND SIGN VARIATIONS FOR CERTAIN
PROPERTY AT 18210 LA GRANGE ROAD
(ADVOCATE OUTPATIENT CENTER)**

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 Variations for freestanding ground sign to increase the sign area, and to reduce the required minimum setback at the east and south property lines (“Variations”) has been filed by Scott Nelson on behalf of Advocate Outpatient Center (“Petitioner”) with the Village Clerk and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, the Village of Tinley Park Plan Commission held a Public Hearing on the question of whether the Variations should be granted on December 7, 2023, at the Village Hall at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, after hearing testimony on the petition, the Plan Commission found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variations and voted 5-0 to recommend to the Village President and Board of Trustees for the approval of the Variations; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations regarding the Variation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Variations; 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 finding of fact as if said recitals were fully set forth herein.

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - *The location of the sign near a heavily traveled arterial commercial roadway corridor would make it difficult for its content to be readable if limited to the size regulations per the Zoning Ordinance. A sign meeting the regulations would limit the ability of the patients to identify and locate the tenants to obtain health care.*
2. The plight of the owner is due to unique circumstances.
 - *The proposed sign is located near a heavily traveled arterial commercial roadway corridor with an extensive length of right-of-way lawn between the east property line and La Grange Road.*
3. The Variations, if granted, will not alter the essential character of the locality.
 - *The sign will not alter the essential character of the neighborhood. It will replace an existing, aging sign, and is located near a heavily trafficked roadway.*
4. Additionally, the Plan Commission also considered the extent to which the following facts are favorable to the Petitioner based on the established evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for Variations are based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variations 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 Variations 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 Variations will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 01 DEGREE 32 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, AFORESAID, A DISTANCE OF 1155.73 FEET; THENCE AT RIGHT ANGLES THERETO NORTH 88 DEGREES 27 MINUTES 07 SECONDS EAST A DISTANCE OF 268.57 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 88 DEGREES 27 MINUTES 07 SECONDS EAST A DISTANCE OF 126.00 FEET TO A POINT; THENCE AT RIGHT ANGLES THERETO SOUTH 01 DEGREE 32 MINUTES 53 SECONDS EAST A DISTANCE OF 216.00 FEET TO A POINT; THENCE AT RIGHT ANGLES THERETO SOUTH 88 DEGREES 27 MINUTES 07 SECONDS WEST A DISTANCE OF 126.00 FEET; THENCE AT RIGHT ANGLES THERETO NORTH 01 DEGREE 32 MINUTES 53 SECONDS WEST A DISTANCE OF 216.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE, EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 3 AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT BY AND BETWEEN EVANGELICAL SERVICES CORPORATION AND SOUTHWEST OFFICE CENTER, LLC, RECORDED MARCH 14, 2002 AS DOCUMENT NUMBER 002029574 IN THE OFFICE OF THE COUNTY RECORDER, COOK COUNTY, ILLINOIS, OVER AND ACROSS THE LAND DESCRIBED THEREIN AND FOR THE PURPOSES STATED THEREIN.

PARCEL 3:

FEE INTEREST IN THE BUILDINGS AND IMPROVEMENTS (AS SAME ARE DEFINED IN AND PURSUANT TO SECTION 14 OF THE GROUND LEASE DATED MARCH 23, 2001 MADE BY AND BETWEEN EVANGELICAL SERVICES CORPORATION, AS LANDLORD, AND SOUTHWEST OFFICE CENTER, LLC, AS TENANT, SAID GROUND LEASE BEING EVIDENCED OF RECORD BY THE MEMORANDUM THEREOF DATED MARCH 23, 2001 AND RECORDED MARCH 14, 2002 AS DOCUMENT NUMBER 0020295272) LOCATED ON PARCEL 1.

PARCEL IDENTIFICATION NUMBER: 27-33-401-019-0000, 27-33-401-020-0000, and 27-33-401-021-0000

COMMONLY KNOWN AS: 18210 La Grange Road, Tinley Park, Illinois

SECTION 4: The following Variations are hereby granted to the Petitioner in the B-3 (General Business & Commercial) zoning district at the above-mentioned Property to erect said freestanding ground sign in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**:

1. A Variation from Section IX.F. (Dimensions Regulations for Wall and Freestanding Signs) of the Zoning Ordinance to permit installation of a freestanding sign that will increase the sign area from the maximum allowable 120 square feet to 231.91 square feet.
2. A Variation from Section IX.D.2.c. (Freestanding Signs: Locations) of the Zoning Ordinance to permit installation of a freestanding sign that will reduce the required minimum setback from ten feet to zero feet at the east and south property lines of the subject property.

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

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

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

PASSED THIS 19th day of December 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December 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-081, “AN ORDINANCE GRANTING GROUND SIGN VARIATIONS FOR CERTAIN PROPERTY AT 18210 LA GRANGE ROAD (ADVOCATE OUTPATIENT CENTER),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

 VILLAGE CLERK

Exhibit A

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

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Petitioner Application (Redacted)	Petitioner	10/3/23
Petitioner Response to Standards	Petitioner	n/a
Narrative	Sign Outlet	n/a Rec'd 11/15/23
Sign Information Page (for sign permit application)	Sign Outlet	n/a Rec'd 11/29/23
Plat of Survey	Bradley K. Lueders	12/17/12
Estimated Property Lines Aerial Exhibit Per County GIS Map	Sign Outlet	n/a Rec'd 11/13/23
Location Setback (Proposed Vs. Existing)	Sign Outlet	11/13/23 Rec'd 11/15/23
Comparison to Existing Sign	Sign Outlet	11/13/23 Rec'd 11/14/23
Proposed North Face Spec Sheet	Sign Outlet	REV 9 11/13/23 Rec'd 11/14/23
Proposed South Face Spec Sheet	Sign Outlet	REV 9 11/13/23 Rec'd 11/14/23
Proposed Electrical Spec Sheet	Sign Outlet	11/13/23
Proposed North Face Rendering Mockup	Sign Outlet	REV 8 11/13/23 Rec'd 11/13/23
Proposed South Face Rendering Mockup	Sign Outlet	REV 8 11/13/23 Rec'd 11/13/23
Photos Inside Existing Sign Cabinet	Sign Outlet	n/a Rec'd 11/10/23

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE NOVEMBER 16, 2023 REGULAR MEETING

ITEM 1: PUBLIC HEARING – ADVOCATE OUTPATIENT CENTER FREESTANDING SIGN – 18210 LA GRANGE ROAD – VARIATIONS

Consider recommending that the Village Board grant the Petitioner Scott Nelson on behalf of Advocate Outpatient Center two Variations from Section IX.F. (Dimensions Regulations for Wall and Freestanding Signs) and Section IX.D.2.c. (Freestanding Signs: Locations) of the Zoning Code at the property located at 18210 La Grange Road in the B-3 General Business & Commercial Zoning District. The proposed Variations will permit the petitioner to install a freestanding sign that will increase the sign area from the maximum allowable 120 square feet to 231.91 square feet, and to reduce the required minimum setback from ten-foot to zero feet at the east and south property lines of the subject property.

Present Plan Commissioners:

Acting Chairperson Gatto
James Gaskill
Eduardo Mani
Steve Sepessy
Michael Stocklose

Absent Plan Commissioners:

Garrett Gray
Terry Hamilton
Andrae Marak
Kehla West

Village Officials and Staff:

Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner

Petitioners:

Patrick Bryck (Advocate Outpatient Center)
David Martinelli (Signs Outlet)
Luis Ortega (Signs Outlet)

Members of the Public:

None

ACTING CHAIR GATTO introduced item #1 and then requested a motion to open the public hearing. COMMISSIONER GASKILL made a motion to open the public hearing; COMMISSIONER SEPESSY seconded. ACTING CHAIR GATTO requested a voice vote, the motion was declared carried.

ACTING CHAIR GATTO 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.

ACTING CHAIR GATTO asked the petitioner if they would like to speak.

The Petitioner David Martinelli was sworn in. He noted he's here to answer any questions. The intention is to modernize the campus from a sign that was installed 20 years ago. He summarized the request. They are trying to honor as much of the ordinance as possible while also providing visibility to patients and those passing by at a high rate of speed.

ACTING CHAIR GATTO asked the commissioners if they had anything to add.

COMMISSIONERS MANI, GASKILL, and SEPESY had no comment.

COMMISSIONER STOCKLOSE asked if the petitioner will come back to propose an electronic message center on the sign.

The Petitioner David Martinelli responded no, it is not the intention for this property. This sign is not being designed with an area to fit the electronic message center.

ACTING CHAIR GATTO said she visited the area the other day and noted it was difficult to see the current sign from La Grange. She thinks the proposal looks great and appears to go with the Advocate look. She understands why they wish to change the sign. She asked if anyone from the public wished to speak. Hearing none, She asked Staff to present the standards.

Lori Kosmatka presented the standards.

ACTING CHAIR GATTO requested a motion to close the public hearing. COMMISSIONER GASKILL made a motion to close the public hearing; COMMISSIONER MANI seconded.

COMMISSIONER GASKILL made a motion to recommend the Village Board grant the Petitioner Scott Nelson on behalf of Advocate Outpatient Center two Variations from Section IX.F. (Dimensions Regulations for Wall and Freestanding Signs) and Section IX.D.2.c. (Freestanding Signs: Locations) of the Zoning Code at the property located at 18210 La Grange Road in the B-3 General Business & Commercial Zoning District. The proposed Variations will permit the petitioner to install a freestanding sign that will increase the sign area from the maximum allowable 120 square feet to 231.91 square feet, and to reduce the required minimum setback from ten-foot to zero feet at the east and south property lines of the subject property, consistent with the Submitted Plans and adopt the Findings of Fact as proposed in the December 7, 2023 Staff Report.

COMMISSIONER SEPESY seconded the motion.

ACTING CHAIR GATTO requested a roll call vote; all were in favor (5-0).

ACTING CHAIR GATTO noted this item will go to Village Board on December 19th, 2023.



Interoffice

Memo

Date: December 11, 2023

To: **Village President and Village Board of Trustees**

From: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager
Angela Arrigo, Human Resources Director

Subject: Paid Leave for All Workers Act (PLAWA) and Recommended One Day of Paid Leave Policy

On March 12, 2023, the Paid Leave for All Workers Act (Public Act 102-1143) was signed into law and becomes effective January 1, 2024. This paid leave requires employers to provide up to 40 hours of paid leave on an annual basis to employees in Illinois. Under this Act, the employee is not required to provide a reason or documentation for using paid leave and the paid leave cannot generally be denied.

The potential impact to municipal public safety operations including police, fire, and emergency management as well as public works operational impact has been reviewed over the last several months including the undue financial hardship and operational burden of the requirements of the Act.

The Village currently provides comprehensive time off benefits to 251 full-time employees under the current Code of Ordinances including the Village Personnel Manual and Collective Bargaining Agreements.

The Village currently has 280 part-time positions potentially impacted by the paid leave law. This includes 17 office professional and administrative positions, 6 Village Senior Bus Service positions, 40 public safety positions (including Part-Time Patrol Officers, Community Service Officers, Crossing Guards, Police Records staff, etc), 132 fire suppression, 3 fire prevention, 66 Emergency Management, and 16 public works part-time positions.

On November 1, 2023, the Illinois Municipal League issued 'IML Memo: Paid Leave for All Workers Act Guidance' which includes a 'Special Counsel Memorandum Regarding the Paid Leave for All Workers Act'. This memorandum analyzes whether home rule municipalities can opt out of this Act and recommends model ordinances for adoption by municipalities.

RECOMMENDATION

After considerable review of the potential impact to critical municipal services, the PLAWA provisions, and IML recommendations and as the PLAWA does not apply to employers, including municipalities, covered by a current ordinance that requires them to provide any form of paid leave to their employees, it is recommended that the Village follow the 'Recommendation For Municipal Action' of the Special Counsel Memorandum opting out of the PLAWA and adopt a 'One Day of Paid Leave Policy' for all part-time employees via municipal ordinance.

It is further recommended upon initial adoption, that a pro-rated amount of front-loaded paid leave is provided for in accordance with provisions of the law, including the 90 day waiting period. Estimated initial implementation pro-rated benefit value is \$26,478 and the annualized estimated benefit value thereafter is \$78,351.

One Day of Paid Leave Policy

PURPOSE: The Village of Tinley Park (“Village”) believes it is in the best interests of employees and the community that it clearly defines leave benefits for all Village employees in light of the passage of the Paid Leave for All Workers Act (“Act”), 820 ILCS 192/1 *et seq.*

COVERAGE: This One Day of Paid Leave Policy (“Policy”) shall apply to all part-time employees. This Policy is not applicable for all other employees who currently receive paid time off from the Village (e.g., vacation time) in accordance with other Village policies, practices, or collective bargaining agreements.

POLICY: Eligible employees are divided into the following two categories: (1) part-time Fire Suppression; and (2) all other eligible part-time employees.

Part-time Fire Suppression shall be entitled to receive one (1) day of paid leave up to twelve (12) hours of paid time off within a 12-month time period measured from an employee’s employment start date.

Group Class	One Day of Paid Leave Paid Leave Hours
Class A, Class B	12 Hours

All other eligible part-time employees shall be entitled to receive one (1) day of paid leave up to seven (7) hours of paid time off within a 12-month time period measured from an employee’s employment start date.

Employment Group	One Day of Paid Leave Paid Leave Hours
Up to 19 Hours	4 Hours
20 to 29 Hours	6 Hours
30 to 34 Hours	7 Hours

This paid leave shall be front-loaded on an employee’s first date of employment or on the first day of each 12-month time period. Carryover of any unused paid leave shall not be permitted. Paid leave shall be paid at the employee’s regular rate of pay. Additionally, if an employee leaves the Village’s employment for any reason (i.e., resignation, retirement or termination), then that employee is not entitled to a payout of any unused paid leave.

Paid leave may only begin to be used ninety (90) days after January 1, 2024, or after an employee first begins his or her employment with the Village. Paid leave requests must be taken for a minimum of two (2) hour increments and up to the full amount of paid leave each employee is entitled to during the 12-month time period, except for Fire Suppression. Due to operational necessity, Fire Suppression paid leave must be taken in full awarded amount.

An Employee is required to notify his or her direct supervisor at least seven (7) calendar days in advance before taking any such paid leave. If prior notification is not possible, then the employee shall notify his or her direct supervisor as soon as practically possible after the employee is aware of the necessity of the leave.

The Village may deny an employee’s request to use paid leave if granting such leave would significantly impact core operational needs for the requested time period. The following is an illustrative (not exhaustive) list of reasons why requests to use paid leave may be denied: 1) Staffing would fall below minimum levels necessary to meet public safety needs or provide effective public service 2) Emergency circumstances exist requiring employee attendance or 3) Employee absence would hamper the Village’s ability to meet critical operational needs or deadlines. All denials of paid leave requests shall be given to the employee in writing with the reason for the denial.

IML Memo: Paid Leave for All Workers Act Guidance (November 1, 2023)

DATE: November 1, 2023

**TO: Mayors/Village Presidents/Town Presidents
Managers/Administrators
Human Resource Directors
Municipal Attorneys/Retained Attorneys
Clerks/Deputy Clerks**

**CC: IML Board of Directors
RMA Board of Directors
IML Legislative Committee
IML Managers Committee
IML Home Rule Attorneys Committee**

**FROM: Brad Cole, Executive Director
Illinois Municipal League**

RE: Paid Leave for All Workers Act Guidance

Prior to and since its passage and enactment, the Illinois Municipal League (IML) has been actively engaged in protecting municipal interests with regard to the Paid Leave for All Workers Act (PLAWA). Most recently, we have drafted legislation to exempt municipalities from the Act and we are supporting legislation to postpone the effective date of the Act; both of those efforts, however, are not likely to see any immediate movement in the General Assembly.

IML conversations and negotiations with legislators, state agency staff, legislative leaders, legal experts, representatives of organized labor, municipal officials and other stakeholders have been constant and remain ongoing. All of those conversations have been professional and positive in nature, toward the underlying goal of protecting and preserving municipal authority while valuing municipal employees. To that end, however, it does not appear that any legislative changes will be made to the Act prior to its effective date of January 1, 2024.

As part of our coordinated legislative and legal advocacy on this topic, IML engaged multiple outside law firms to analyze the Act so as to provide options and suggested guidance to IML members about the Act's implementation. Attached to this memorandum and linked below are various documents that we bring to your attention for possible action prior to the end of this calendar year; all documents are also posted on the IML website at iml.org/paidleave:

Special Counsel Memorandum Regarding the Paid Leave for All Workers Act

Model Home Rule Ordinance

Model Non-Home Rule Ordinance

IML Fact Sheet: Paid Leave for All Workers Act

As with all model ordinances and other matters that could result in litigation, we recommend that local officials consult directly with their municipal attorneys, corporation counsel or retained attorneys for legal advice specific to each community. IML guidance on this topic, at this time, is limited to the attached and linked documents. Should a municipality adopt an IML model ordinance that later becomes subject to legal action, as this PLAWA issue might develop into, IML may choose to engage Special Counsel to assist in handling the case as a matter of statewide concern for cities, villages and towns.

Thank you for your membership in the Illinois Municipal League.

BRAD COLE | Executive Director

ILLINOIS MUNICIPAL LEAGUE

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MEMO

To: Brad Cole, Executive Director of Illinois Municipal League

From: Robbins Schwartz, Special Counsel to IML

Date: November 1, 2023

Re: Paid Leave for All Workers Act

ISSUES ADDRESSED

The Paid Leave for All Workers Act (Public Act 102-1143) (the “PLAWA”) becomes effective January 1, 2024 and mandates employers provide up to 40 hours of paid leave during a 12-month period for many types of employees in Illinois.

This memorandum analyzes whether home rule municipalities can opt out of the PLAWA and concludes that they can. IML has obtained several opinions on this issue, and in the discussion below, this memorandum analyzes and reconciles the opinions obtained by IML. Finally, this memorandum recommends model ordinances for both home rule and non-home rule municipalities to adopt prior to January 1, 2024.

DISCUSSION

1. Home rule authority is not preempted by the PLAWA and therefore home rule municipalities are not preempted from completely opting out of the PLAWA.

The powers of home rule municipalities are derived from the Illinois Constitution and will be familiar to the readers of this memorandum. The legal opinions obtained by IML all recognize the broad scope of home rule authority. The default position of home rule municipalities is that they get to legislate on matters of local concern. With the PLAWA there is no preemption of that default position, meaning that home rule municipalities are not preempted from opting out of the PLAWA.

A home rule unit “may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt.” Ill. Const.1970, art. VII, § 6(a). “Section 6(a) was written with the intention to give home rule units the broadest powers possible.” *Palm v. 2800 Lake Shore Drive Condominium Ass’n*, 2013 IL 110505, ¶ 30. Home rule units are empowered to carry on activities that relate to their communities notwithstanding the fact



that the state also may be interested and active in regulating in the same area. *Crawford v. City of Chicago*, 304 Ill. App. 3d 818, 825 (1st Dist. 1999). Furthermore, section 6(m) of the Constitution provides that the “[p]owers and function of home rule units shall be construed liberally” thereby underscoring that in cases of doubt, questions of local authority should be resolved in favor of the home rule municipality. Ill. Const.1970, art. VII, § 6(m).

Of course, the powers of home rule units are not boundless, and the legislature retains the authority “to restrict the exercise of virtually all home rule powers” by using the “tools necessary for the preemption of home rule activity” that are in section 6 of article VII. *Nevitt v. Langfelder*, 157 Ill. 2d 116, 131 (1993). The “tools” at the disposal of the legislature are subsections (g), (h), (i), (j), and (k) of section 6 of article VII. The General Assembly can restrict the concurrent exercise of a home rule unit’s power by enacting a law that specifically limits such power under section 6(i), but unless a state law specifically states that a home rule unit’s power is restricted, the authority of a home rule unit to act concurrently with the state *is not* restricted. *Crawford*, 304 Ill. App. 3d at 825-26.

The Illinois Supreme Court has “consistently recognized that the home rule provisions of the Illinois Constitution are intended to eliminate or at least reduce to a bare minimum the circumstances under which local home rule powers are preempted by judicial interpretation of unexpressed legislative intention.” *Scadron v. City of Des Plaines*, 153 Ill. 2d 164, 186 (1992) and *Palm*, 2013 IL 110505, ¶ 34. “The Illinois approach places almost exclusive reliance on the legislature rather than the courts to keep home rule units in line.” *Palm*, 2013 IL 110505, ¶ 34. As the *Palm* court further explained: “if the constitutional design is to be respected, the courts should step in to compensate for legislative inaction or oversight only in the clearest cases of oppression, injustice, or interference by local ordinances with vital state policies.” *Id.* And “because the legislature can always vindicate state interests by express preemption, only vital state interests would allow a court to decide that an exercise of home rule power does not pertain to local government and affairs.” *City of Chicago v. StubHub, Inc.*, 2011 IL 111127, ¶ 22. In summary, “[i]f a subject pertains to local government and affairs, and the legislature has not expressly preempted home rule, municipalities may exercise their power.” *Palm*, 2013 IL 110505, ¶ 36, (quoting *StubHub*, 2011 IL 111127, ¶ 22).

As the First District Appellate Court recently commented, “the default position for a home rule unit is to be able to legislate on local matters...” and “the legislature’s silence on the power of home rule units is actually evidence of the home rule unit’s power, not the other way around.” *Accel Entertainment Gaming, LLC v. Village of Elmwood Park*, 2015 IL App (1st) 143822, ¶ 47.

The General Assembly itself has recognized these principles and imposed on itself section 7 of the Statute on Statutes. Several of the opinions obtained by IML specifically note this section 7, which provides:

No law enacted after January 12, 1977, denies or limits any power or function of a home rule unit, pursuant to paragraphs (g), (h), (i), (j), or (k) of Section 6 of Article VII of the Illinois Constitution, unless there is specific language limiting or denying



the power or function and the language specifically sets forth in what manner and to what extent it is a limitation on or denial of the power or function of a home rule unit.

See 5 ILCS 70/7.

The opinion of Brown, Hay and Stephens obtained by IML notes that House Floor Amendment 2 was introduced to the PLAWA and would have provided as follows:

Section 90. Home rule. The regulation of employee leave benefits is an exclusive power of the State. A home rule unit may not regulate any type of employee leave benefits. Any county or municipal ordinance in effect on or before the effective date of this Act that regulates any form of employee leave benefits, including paid sick time, is null and void. This Section is a denial and limitation of home rule powers and functions under subsection (h) of Section 6 of Article VII of the Illinois Constitution.

After having the opportunity to include clear preemption language of the type proposed by Amendment 2, and after hearing testimony in opposition to the language including from IML, the General Assembly declined to include the express language. As the legal opinion obtained by IML from Brown, Hay and Stephens notes, this is the type of evidence a court could rely on to conclude that home rule authority is not preempted by the PLAWA. See *Harris Bank St. Charles v. Weber*, 298 Ill. App. 3d 1072, 1081 (2d Dist. 1998). Again, “the legislature’s silence on the power of home rule units is actually evidence of the home rule unit’s power, not the other way around.” *Accel Ent. Gaming*, ¶ 47.

Because there is no home rule preemption language in the PLAWA that satisfies the requirements of section 6 of article VII, or section 7 of the Statute on Statutes, home rule units are not preempted from opting out of the PLAWA. Three of the four opinions obtained from IML are consistent with the opinion expressed here.

2. A decision by a home rule municipality with respect to its own employees to opt out of the PLAWA pertains to the municipality’s government and affairs and is therefore a power of the municipality under section 6(a).

The cornerstone of any challenge brought to the decision of a home rule municipality to opt out of the PLAWA would probably be an argument under section 6(a) that opting out of the PLAWA is a broader statewide issue and not a matter of local concern. We think that the argument could probably be presented in such a way to make it attractive for a sympathetic court looking for a way to help workers secure additional benefits. Ultimately, however, on the discrete issue of a home rule municipality opting out of the PLAWA with respect to its own employees, the matter is one that pertains to the affairs of the local municipality.

Essentially, the framers of the Illinois Constitution saw the role of the courts under section 6(a) as narrow. For example, the Supreme Court noted the “dominant interest” of the state in the



administration of justice when it struck down a municipal ordinance imposing a fee on circuit court filings to benefit a county library. *Ampersand, Inc. v. Finley*, 61 Ill.2d 537, 543 (1975). In *People ex rel. Lignoul v. City of Chicago*, 67 Ill.2d 480, 486 (1977) the Supreme Court concluded that pervasive banking regulations by the state as well as a constitutional provision on the subject invalidated a municipal financial services ordinance. However, in *City of Evanston v. Create, Inc.*, 85 Ill.2d 101, 112–13 (1981), the Supreme Court stated that “[t]he mere existence of State interest and activity in a particular field does not alone preclude home rule activity,” and upheld a municipal landlord-tenant ordinance. *Id.* at 113.

Since *Kalodimos v. Village of Morton Grove*, 103 Ill.2d 483 (1984), the Supreme Court’s analysis under section 6(a) on whether an issue is a matter of statewide or local concerns has been the following three factor analysis:

Whether a particular problem is of statewide rather than local dimension must be decided not on the basis of a specific formula or listing set forth in the Constitution but with regard (1) for the nature and extent of the problem, (2) the units of government which have the most vital interest in its solution, and (3) the role traditionally played by local and statewide authorities in dealing with it.

Kalodimos, 103 Ill. 2d 501 (numbering added).

This is not a “free-wheeling preemption rule” resting upon the mere existence of comprehensive state regulation. *Id.* at 502. Again, the approach in Illinois is an almost exclusive reliance on the legislature rather than the courts to restrict home rule, and “because the legislature can always vindicate state interests by express preemption, only vital state interests would allow a court to decide that an exercise of home rule power does not pertain to local government and affairs.” *City of Chicago v. StubHub, Inc.*, 2011 IL 111127, ¶ 22.

With regard to assessing the nature and extent of the problem, courts will look to whether the problem can be identified or defined as more local in nature. Concerning which unit of government has a greater interest in solving the problem, the courts balance the local and state interests involved. The courts have typically found in favor of the municipality if the problem is determined to be primarily local in nature. Lastly, in determining whether the state or the home rule unit has a traditional role in solving the identified problem the court reviews the history of local and state regulation of the matter.

The issue of whether an individual home rule unit gives paid leave to its current employees, how much it gives them, and how it is provided, are quintessentially local concerns. As the Supreme Court has stated, the power over employee compensation and benefits is essential to the functioning of home rule municipalities. *Crawford*, 304 Ill. App. 3d at 827. “The competition in the job market involving employees from laborers to professionals must be dealt with by an employing municipal entity on a practical and realistic level if it is to possess the ability to hire and retain qualified individuals to serve the community.” *Id.* Moreover, the PLAWA provides no funding for implementation, and it is the municipalities that must budget for and pay the cost of



paid leave and deal with the consequences of staff shortages due to leave. The first two factors of the *Kalodimos* analysis weigh heavily in favor of home rule municipalities.

The last part of the *Kalodimos* analysis, the role traditionally played by local and statewide authorities in dealing with the issue, also favors home rule municipalities. The PLAWA is the state's first foray into broadly mandated paid leave, but local municipalities have been dealing with the issue of paid leave since well before the implementation of the Illinois Constitution. Moreover, the language of the PLAWA itself, in section 15(p) and in having collective bargaining carve-outs, is indicative of and an acknowledgement that municipalities (home rule and non-home rule alike) have a significant role. The legal opinion obtained by IML from Clark Baird Smith, LLP characterized section 15(p) as a legislative concession that paid time off pertains to local affairs. This is a fair characterization and an argument that should be advanced in the event of future legal proceedings on the home rule opt out issue.

No analysis on the question of whether a matter is of statewide or local concern can conclude without a discussion of *People ex rel. Bernardi v. City of Highland Park*, 121 Ill. 2d 1 (1988). The legal opinion obtained by IML from Del Galdo Law Group, LLC discussed the *Bernardi* case. In *Bernardi* the home rule municipality decided to use its home rule authority to opt out of the Prevailing Wage Act when it contracted for a public works project involving a water intake line from Lake Michigan. The Supreme Court held that the municipality could not opt out and that compliance with the Prevailing Wage Act "is a matter pertaining to statewide, and decidedly not local, government or affairs." *Id.* 16. This conclusion was preceded by troubling dicta that "[a]dopting the [municipality's definition of home rule authority...would put at risk all of the State's labor laws and invite increasingly localized definition of workers' rights" and that "to avoid a chaotic and ultimately ineffective labor policy...the State has a far more vital interest in regulating labor conditions than do local communities." *Id.* at 15-16.

The holding and language of *Bernardi* would seem to create a strong argument for the position that paid leave, and hence the PLAWA, is a statewide, not local, concern. However, the holding of *Bernardi* was limited and boxed in by the Supreme Court's analysis eleven years later in *Crawford*. The *Crawford* court stated as follows concerning the *Bernardi* opinion:

The supreme court [in *Bernardi*] noted that the Prevailing Wage Act embodied a policy precluding such wages from being set locally because the reduced wages for public works projects in Highland Park also would reduce the prevailing wage on all public works projects in Lake County, since the prevailing wage was determined solely by reference to wages paid on all public works projects in a region. (citation omitted). Highland Park's attempt to opt out of the Prevailing Wage Act affected an issue of state-wide concern because it had an impact beyond its own borders.

Crawford, 304 Ill. App. 3d 828.

In other words, a municipality ignoring the Prevailing Wage Act would impact wages in the entire region thus having an impact not merely local in nature. The *Crawford* court suggests that the



Bernardi decision should be read no more broadly and even goes on to state that *Bernardi* does not hold that the state has a concern with the uniform application of all employee benefit laws. *Id.*

We also note that if the State tried to take a page from *Bernardi* and argue that it has an interest in uniform application of paid leave under the PLAWA, it would be difficult to make a strong argument in the face of all the exceptions in the PLAWA. Depending on the nature of the worker, there are numerous exceptions for workers who do not fall under the PLAWA, including: (1) employees under the federal Railroad Unemployment Insurance Act, (2) certain students who are employed at colleges or universities, (3) certain short-term employees of an institution of higher education, (4) school district employees, (4) park district employees, (5) employees under a collective bargaining agreement, (6) employees in the construction industry covered by a collective bargaining agreement, (7) employees covered by a collective bargaining agreement that provides services nationally or internationally of parcel delivery and transportation, (8) state agency employees covered by a collective bargaining agreement that could possibly waive the requirements of the PLAWA, and (9) employers covered by a municipal or county ordinance in effect as of January 1, 2024 that requires employers to give any form of paid leave to their employees.

The *Kalodimos* analysis strongly favors home rule municipalities, and for all the reasons above, arguments that local opt out ordinances do not pertain to a home rule municipality's government and affairs are likely to fail. The possible counter arguments should not discourage a home rule municipality from opting out of the PLAWA if it otherwise desires to do so.

RECOMMENDATION FOR MUNICIPAL ACTION

For the reasons stated above, home rule municipalities can opt out of the PLAWA. However, we recommend a belt and suspenders approach that both uses home rule authority to opt out and also works within the framework of section 15(p) of the PLAWA.

Section 15(p) provides:

(p) The provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give *any form of paid leave* to their employees, including paid sick leave or paid leave. Notwithstanding the provisions of this subsection, any employer that is not required to provide paid leave to its employees, including paid sick leave or paid leave, under a municipal or county ordinance that is in effect on the effective date of this Act shall be subject to the provisions of this Act if the employer would be required to provide paid leave under this Act to its employees.

Any local ordinance that provides paid leave, including paid sick leave or paid leave, *enacted or amended after the effective date of this Act* must comply with the



requirements of this Act or provide benefits, rights, and remedies that are greater than or equal to the benefits, rights, and remedies afforded under this Act.

An employer in a municipality or county that enacts or amends a local ordinance that provides paid leave, including paid sick leave or paid leave, *after the effective date of this Act* shall only comply with the local ordinance or ordinances so long as the benefits, rights, and remedies are greater than or equal to the benefits, rights, and remedies afforded under this Act.

820 ILCS 192/15(p) (emphasis added).

Given the severe consequences of not acting before the PLAWA effective date of January 1, 2024, municipalities, home rule and non-home rule alike, should enact an ordinance providing that paid leave shall only be provided in accordance with current ordinances, personnel policies or other local policies, and in accordance with collective bargaining agreements, if any. This is consistent with the approaches suggested in all the opinions obtained by IML.

In the legal opinion from Burke, Burns and Pinelli, Ltd., it was recommended that language be added to any ordinance providing that “in no event shall the municipality, as an employer, provide less than (1) day of paid leave.” We agree with this approach as a means to ensure compliance with the letter of the PLAWA.

Proposed ordinances for both home rule and non-home rule municipalities are enclosed. In preparing the enclosed model ordinances, we reviewed ordinances from the Village of Schaumburg, the Village of Palatine, and the City of Waukegan. Please let us know if you have any questions or would like to discuss this matter further.

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

ORDINANCE
NO. 2023-O-082

**AN ORDINANCE ESTABLISHING A ONE DAY OF PAID LEAVE
POLICY FOR PART-TIME EMPLOYEES**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-082**AN ORDINANCE ESTABLISHING A ONE DAY OF PAID LEAVE
POLICY FOR PART-TIME EMPLOYEES**

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 Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Village of Tinley Park is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution and, pursuant to the provisions of said Section 6 of Article VII, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 et seq.) (the "Act"); and

WHEREAS, the State of Illinois did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act (30 ILCS 805/1 et seq.); and

WHEREAS, the Act does not include any express limitation on the Village of Tinley Park's home rule authority as required by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, effective January 1, 2024, the Act requires an employer to provide certain paid leave to their employees, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees; and

WHEREAS, the Village of Tinley Park recognizes the importance of paid leave and currently provides reasonable paid leave benefits to its employees; and

WHEREAS, the Village of Tinley Park has determined that applying the Act to its own employees will negatively impact the Village of Tinley Park and place an undue financial and

operational burden on the Village of Tinley Park's ability to provide uninterrupted services to its residents; 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 clearly define the paid leave benefits that Village of Tinley Park employees shall receive and to opt out of the Act; 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 fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby adopts its current paid leave policy for all Village of Tinley Park employees as set forth in the Village of Tinley Park's Code of Ordinances and any collective bargaining agreements to which the Village of Tinley Park is a party and all other binding legislative actions governing paid leave adopted by the President and Board of Trustees of the Village of Tinley Park, as the same may be amended from time to time. However, in no event shall the Village of Tinley Park, as an employer, provide less than one (1) day of paid leave per year to any Village of Tinley Park employee.

SECTION 3: Pursuant to the Village of Tinley Park's home rule authority, the Village of Tinley Park hereby declares that the Village of Tinley Park, as an employer, is exempt from the requirements of the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*). The Village of Tinley Park, as an employer, shall have no additional obligations with regard to mandatory paid leave, including, without limitation, any obligations provided under the Act, except those obligations required by federal and/or state law which validly preempt the Village of Tinley Park's home rule authority.

SECTION 4: All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 5: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 6: That the One Day of Paid Leave Policy is attached hereto as **Exhibit #1**.

SECTION 7: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 8: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Exhibit 1

One Day of Paid Leave Policy

PURPOSE: The Village of Tinley Park (“Village”) believes it is in the best interests of employees and the community that it clearly defines leave benefits for all Village employees in light of the passage of the Paid Leave for All Workers Act (“Act”), 820 ILCS 192/1 *et seq.*

COVERAGE: This One Day of Paid Leave Policy (“Policy”) shall apply to all part-time employees. This Policy is not applicable for all other employees who currently receive paid time off from the Village (e.g., vacation time) in accordance with other Village policies, practices, or collective bargaining agreements.

POLICY: Eligible employees are divided into the following two categories: (1) part-time Fire Suppression; and (2) all other eligible part-time employees.

Part-time Fire Suppression shall be entitled to receive one (1) day of paid leave up to twelve (12) hours of paid time off within a 12-month time period measured from an employee’s employment start date.

Group Class	One Day of Paid Leave Paid Leave Hours
Class A, Class B	12 Hours

All other eligible part-time employees shall be entitled to receive one (1) day of paid leave up to seven (7) hours of paid time off within a 12-month time period measured from an employee’s employment start date.

Employment Group	One Day of Paid Leave Paid Leave Hours
Up to 19 Hours	4 Hours
20 to 29 Hours	6 Hours
30 to 34 Hours	7 Hours

This paid leave shall be front-loaded on an employee’s first date of employment or on the first day of each 12-month time period. Carryover of any unused paid leave shall not be permitted. Paid leave shall be paid at the employee’s regular rate of pay. Additionally, if an employee leaves the Village’s employment for any reason (i.e., resignation, retirement or termination), then that employee is not entitled to a payout of any unused paid leave.

Paid leave may only begin to be used ninety (90) days after January 1, 2024, or after an employee first begins his or her employment with the Village. Paid leave requests must be taken for a minimum of two (2) hour increments and up to the full amount of paid leave each employee is entitled to during the 12-month time period, except for Fire Suppression. Due to operational necessity, Fire Suppression paid leave must be taken in full awarded amount.

An Employee is required to notify his or her direct supervisor at least seven (7) calendar days in advance before taking any such paid leave. If prior notification is not possible, then the employee shall notify his or her direct supervisor as soon as practically possible after the employee is aware of the necessity of the leave.

The Village may deny an employee’s request to use paid leave if granting such leave would significantly impact core operational needs for the requested time period. The following is an illustrative (not exhaustive) list of reasons why requests to use paid leave may be denied: 1) Staffing would fall below minimum levels necessary to meet public safety needs or provide effective public service 2) Emergency circumstances exist requiring employee attendance or 3) Employee absence would hamper the Village’s ability to meet critical operational needs or deadlines. All denials of paid leave requests shall be given to the employee in writing with the reason for the denial.

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-082, “**AN ORDINANCE ESTABLISHING A ONE DAY OF PAID LEAVE POLICY FOR PART-TIME EMPLOYEES**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK



Interoffice Memo

Date: December 11, 2023

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

From: Angela Arrigo, Human Resources Director

Subject: Pay Plan Updates – December 2023

A mid-year review of the current pay plan has been completed. Attached is the updated pay plan and a summary of the recommended changes is listed below.

Position Title Change(s)/Reclassification(s)

Certain positions are being recommended for a title change and/or reclassification of pay grades. These positions include the following:

- **Senior Payroll Specialist**
The fiscal year 2024 budget included approval for a Payroll Specialist position. With the identified needs to support the payroll function and transition to the new BS&A ERP, it has been identified that this position was to be filled at a senior level. In conjunction with vacancy, net neutral budget impact.
- **Helpdesk Coordinator**
The position of Helpdesk Coordinator was recently reviewed and the job description was updated. After review, it has been determined that this position should be re-classified from pay grade 5 to 4H. Net neutral budget impact.
- **Lead 911 Dispatcher / Lead Telecommunicator**
The EMD certification in the job title is no longer needed and is removed. Employees are not eligible for promotion to this supervisor position without holding the minimum certification requirements. No budget impact.
- **Building Permit Coordinator**
As a result of operational needs and internal review, a reclassification of the position Senior Building Permit Technician position was warranted to Building Permit Coordinator. In anticipation of a organizational structure change, funds were budgeted for this change in FY24.

Position Removal(s)

Certain positions are being recommended for removal from the pay plan. These positions include the following:

- **Part-Time Positions including: Work Order Technician, Accounting Technician, Fire Alarm Service Officer, Telecommunication/911 Dispatcher**
These are part-time positions that are not active positions nor anticipate to be filled in the future.
- **911 Dispatcher EMD/Telecommunicator EMD**
As a result of the abolishment of the Telecommunicator position from civil service hiring and hiring of experienced

emergency management applicants, the distinction for EMD certification in the job title for additional compensation is no longer needed. All knowledge, skills, and abilities of candidates are used to determine compensation placement at time of hire and EMD certification is a job requirement and must be met for continued employment.

Position Addition(s)

Certain positions are being recommended for addition to the pay plan. Filling of new positions will be in line with budgetary approvals. These positions include the following:

- **Marketing Program Coordinator**
As a result of a staffing evaluation, the part-time Marketing Program Coordinator position was reclassified to a full-time position. As a result of multiple vacancies in the Marketing Department, no budget impact for FY24.
- **Police Analyst**
The temporary position of Police Analyst has been created for FY24 to assist in assigned police investigation in lieu of contractor agreement that ended as a result of change in status of assigned contract investigator. Funding is available for FY24.
- **Property & Evidence Custodian**
As a result of vacancy review, it was determined that the the position of Property & Evidence Custodian was to be filled in lieu of Management Analyst to ensure the highest operational standards for the Evidence Room. No budget impact for FY24.
- **Village Bus Driver II**
As a result of the licensing requirements, it has been determined that the addition of a Village Bus Driver II is warranted for classification of Village bus drivers who hold a valid CDL. No budget impact for FY24.
- **Police Records Supervisor**
As a result of a recent retirement, it was determined that supervisory responsibilities for the Records Division were to be restructured under the position of Police Records Supervisor and resulted in a promotion of the Assistant Records Supervisor to this role. Due to departmental vacancy, funding was available for this position for FY24.
- **Senior Police Clerk Matron**
As a result of proficiency promotions awarded through the annual merit plan, it has been determined this position shall be added to the merit plan. Funds were allocated for proficiency promotions during the FY24 budgeting process for proficiency promotions within the merit plan. No budget impact for FY24.
- **Interim Police Chief**
This temporary position has been added to the pay plan due to the current vacancy of Police Chief. This position has been approved with no budget impact for FY24 due to vacancy of Deputy Police Chief position.

Additionally, minor updates were made to standardize position titles and/or salary grade coding.

Pay Schedules

There are 4 pay schedules as noted below, all the changes described above are applicable to Appendix B and Appendix C only.

- Appendix A - Step-Based Compensation
- Appendix B – Merit-Based Compensation
- Appendix C – Other Part-Time Position Compensation
- Appendix D – Other Fire Department Compensation



APPENDIX "A"**Step-Based Compensation Pay Schedule - Effective May 1, 2023**

The following pay steps are hereby established for all positions eligible for step-based compensation for the period beginning May 1, 2023 and ending April 30, 2024. Individual compensation shall be in conformance with the table below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

PART-TIME HOURLY					
POSITION	STEP A	STEP B	STEP C	STEP D	STEP E
Non-Certified Firefighter-Class A	\$16.98	NA	NA	NA	NA
Firefighter-Class A	\$20.30	\$20.71	\$21.13	\$21.55	\$21.99
Firefigher-Class B					
Fire Engineer-Class A	\$22.59	\$23.04	\$23.49	\$23.97	\$24.45
Fire Engineer-Class B					
Fire Lieutenant-Class A	\$24.74	\$25.24	\$25.73	\$26.25	\$26.79
Fire Lieutenant-Class B					
Fire Captain-Class A	\$26.17	\$26.71	\$27.23	\$27.78	\$28.35
Fire Captain-Class B					

APPENDIX "B"

Merit-Based Compensation Pay Schedule - Effective May 1, 2023

The following pay ranges are hereby established for all positions eligible for merit-based compensation for the period beginning May 1, 2023 and ending April 30, 2024. The 2023-2024 Merit Award shall range from 0% to 4%, Proficiency Promotions shall range from 5% to 12%, and any Exemplary Performance Recognition Award shall not exceed 10%. All compensation shall be based on employee performance. Individual compensation shall be in conformance with the table below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

PART-TIME CLASSIFICATIONS			
	PAY GRADE	MINIMUM Hourly Rate	MAXIMUM Hourly Rate
Administrative & Technical Staff			
Bus Dispatcher	1PT	\$14.78	\$20.69
CCTV Operator	1PT		
Office Clerk	1PT		
Crossing Guard (Per Run)	1PT		
Custodian	1PT		
Intern	1PT		
Seasonal Maintenance Worker	1PT		
Senior Center Assistant	1PT		
Van Driver	1PT		
EMA Member (Certified)	2PT	\$16.55	\$23.18
Village Bus Driver	2PT		
Community Service Officer-Field Operations	3PT	\$18.54	\$25.96
Police Clerk Matron	3PT		
Village Bus Driver II	3PT		
Administrative Assistant	4PT	\$20.76	\$29.07
Human Resources Assistant	4PT		
Marketing Program Coordinator	4PT		
Videographer	4PT		
Supervisors & Advanced Technical Staff			
Administrative Assistant-Marketing	5PT	\$23.66	\$33.12
EMA Officer	5PT		
Fire Inspector	5PT		
Marketing Assistant	5PT		
Accountant	6PT	\$26.03	\$36.44
Marketing Coordinator	6PT		
Police Project Coordinator	6PT		
Public Education Officer	6PT		
Assistant Fire Chief	7PT	\$28.63	\$40.08
Patrol Officer (Certified)	7PT		

FULL-TIME CLASSIFICATIONS			
	PAY GRADE	MINIMUM Annual Salary	MAXIMUM Annual Salary
Administrative & Technical Staff (*denotes full-time 35 hours per week)			
Custodian	1H	\$48,223	\$67,512
Public Works Service Representative	1H		
Clerk Matron*	2C	\$44,727	\$62,618
Administrative Assistant	2H	\$51,116	\$71,563
Midnight Records Clerk	2H		
Police Clerk Matron	2H		
Property & Evidence Custodian	2H		
Senior Custodian	2H		
Senior Finance Clerk	2H		
Senior Public Works Clerk	2H		
Community Service Officer	3H	\$54,183	\$75,857
Utility Billing Technician	3H		
Work Order Technician	3H		
Animal Control Officer	3H		
Building Permit Technician	3H		
Senior Police Clerk Matron	3H		
Community Engagement Specialist	4	\$57,434	\$88,011
Helpdesk Coordinator	4H		
Human Resources Coordinator	4H		
Marketing Program Coordinator	4		
Public Information Specialist	4		
Special Events Specialist	4		
Managers, Supervisors, and Advanced Technical Staff			
911 Dispatcher/Telecommunicator	5HA	\$57,908	\$91,290
Administrative Assistant to Police Chief	5	\$65,207	
Assistant Police Records Supervisor	5		
Associate Planner	5		
Business Retention & Marketing Specialist	5		
Data Analyst	5		
Emergency Planner	5		
Executive Assistant	5		
Management Analyst	5H		
Staff Accountant	5		
Zoning Administrator	5		
Accountant II	6	\$70,424	\$98,593
Lead 911 Dispatcher/Lead Telecommunicator	6H		
Building Permit Coordinator	6		
Office Coordinator	6		
Application Support Analyst	7	\$76,057	\$106,480
Assistant to the Village Manager	7		
Building Inspector	7H		
Code Enforcement Officer	7		
Fire Inspector I	7H		
Health & Consumer Protection Officer	7		
Police Records Supervisor	7		
Quality and Training Coordinator	7		

	PAY GRADE	MINIMUM Annual Salary	MAXIMUM Annual Salary
Deputy Village Clerk	8	\$82,142	\$114,999
Engineering Project Manager	8		
Executive Administrative Assistant	8		
Human Resources Generalist	8		
Network and Security Administrator	8		
Radio Technician	8		
Senior Accountant	8		
Senior Payroll Specialist	8		
Senior Planner	8		
Systems Administrator	8		
Fire Marshal	9	\$88,713	\$124,199
Foreman	9		
Head Mechanic	9		
Public Works Administrative Manager	9		
Purchasing & Contract Administrator	9		
Telecommunications Supervisor	9		
Fleet and Facilities Superintendent	10	\$97,585	\$132,715
Planning Manager	10		
Street Superintendent	10		
Village Engineer	10		
Water and Sewer Superintendent	10		
Directors and Senior Managers			
Assistant Finance Director	11	\$112,438	\$151,791
Assistant Public Works Director	11		
Building Official	11		
Emergency Management & 911 Communications Director	12	\$118,060	\$159,381
Human Resources Director	12		
Marketing Director	12		
Police Commander	12		
Assistant Village Manager	13	\$123,963	\$167,350
Community Development Director	13		
Deputy Fire Service Administrator	13		
Deputy Police Chief	13		
Information Technology Director	13		
Public Works Director	14	\$130,161	\$175,717
Finance Director	14		
Fire Service Administrator	14		
Interim Police Chief	14		
Police Chief	14		
Village Manager	15	\$178,390	\$240,827

APPENDIX "C"

Other Part-Time Position Compensation – Effective May 1, 2023

The following compensation is hereby established for certain other part-time positions for the period beginning May 1, 2023 ending April 30, 2024. Individual compensation shall be in conformance with the rates established below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

OTHER PART-TIME POSITIONS		
POSITION	HOURLY RATE	OTHER COMPENSATION
SCADA Engineer	\$55.00	NA
Police Analyst	\$40.00	NA
Snow Plow Driver	\$25.00	NA
EMA Member (Training)	\$16.17	NA
Patrol Officer (Non-Certified)	\$18.00	NA
Community Emergency Response Team (CERT) Instructor	\$20.00	NA
Commission Secretary	\$19.26	NA
Health Inspector	NA	\$35.00 Per Inspection
Building Inspector	NA	\$15.00 Per Inspection
Clerk Matron/Police Clerk Matron	NA	\$2.00 Hourly Stipend for Midnight and Weekend Shifts
		Time and One Half (1 1/2) for Hours Worked on a Designated Village Holiday

APPENDIX "D"

Other Fire Department Compensation

The following compensation is hereby established for for various Fire Department positions for the period beginning July 1, 2023 ending April 30, 2024. Individual compensation shall be in conformance with the rates established below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

ACTING UP PAY	
POSITION	HOURLY STIPEND
Firefighter Acting as Engineer	\$1.70 Hourly Stipend
Firefighter Acting as Officer	\$2.75 Hourly Stipend
Engineer Acting as Officer	\$1.50 Hourly Stipend
Lieutenant Acting as Shift Commander	\$3.00 Hourly Stipend
Captain Acting as Shift Commander	

WEEKEND SHIFT/SPECIAL EVENT INCENTIVE PAY	
Weekend Shift Incentive Pay Applies to Assigned Fire Station Shift(s) Saturday Day Shift Starting at 0600 Hours Through Sunday Night Shift Ending Monday at 0600 Hours. Special Event Incentive Pay Applies to Assisgned Shift(s) at a Special Event.	
POSITION	HOURLY STIPEND
Non-Certified Firefighter-Class A	\$4.00 Hourly Stipend
Firefighter-Class A	
Firefighter-Class B	
Fire Engineer-Class A	
Fire Engineer-Class B	
Fire Lieutenant-Class A	
Fire Lieutenant-Class B	
Fire Captain-Class A	
Fire Captain-Class B	

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

ORDINANCE
NO. 2023-O-083

**AN ORDINANCE AMENDING THE PAY SCALES
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

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-083**AN ORDINANCE AMENDING THE PAY SCALES
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

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") previously approved Ordinance No. 2023-O-018 and 2023-O-039 ("Pay Ordinances") establishing certain pay scales and fringe benefits for Village employees; and

WHEREAS, the Village now desires to amend a Pay Ordinances pertaining to the pay scales for fiscal year ending April 30, 2024; 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

All positions that are not covered by a collective bargaining agreement are classified accordingly as set forth below.

All positions of the Village of Tinley Park that have been classified as "Step-Based Plan Compensation", except those covered by a collective bargaining agreement as indicated in the final paragraph of this section, shall be paid in accordance with the Pay Schedule which is set forth in **Appendix "A"** commencing on May 1, 2023. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

All positions of the Village of Tinley Park that have been classified as "Merit-Based Compensation", except those covered by a collective bargaining agreement as indicated in the final paragraph of this section, shall be paid in accordance with the Pay Schedule which is set

forth in **Appendix "B"** commencing on May 1, 2023. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

All positions of the Village of Tinley Park that have been classified as "Other Part-Time Position Compensation", except those covered by a collective bargaining agreement as indicated in the final paragraph of this section, shall be paid in accordance with the Pay Schedule which is set forth in **Appendix "C"** commencing on May 1, 2023. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

All part-time Fire Department positions of the Village of Tinley Park that have been classified as "Other Fire Department Compensation" shall be paid in accordance with the Pay Schedule which is set forth in **Appendix "D"** commencing on July 1, 2023. Said Schedule as attached hereto and as hereby adopted, is approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

Patrol Officers shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Police Chapter #192 approved and adopted by the Village Board of Trustees on 12/15/2020, and such successor collective bargaining agreements as may be approved by the Village. Police Sergeants shall be paid in accordance with the terms and conditions of the agreement approved and adopted by the Village Board of Trustees on 5/18/2021, and such successor agreements as may be approved by the Village.

Certain Public Works employees shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the International Union of Operating Engineers, Local 150 and adopted by the Village Board of Trustees on 2/7/2023 and any successor collective bargaining agreements as may be approved by the Village.

SECTION TWO

The positions listed in Appendix "B" and Appendix "C" are hereby adopted as attached hereto.

SECTION THREE

The rates of pay established in the preceding sections of this Ordinance shall not vest and shall not constitute a property interest in the continuance of any special rate or method of compensation for any public employee, nor shall they be considered a contract of employment or guarantee of continued employment.

SECTION FOUR

No expense shall be incurred by the Corporate Authority of the Village of Tinley Park or by any committee or member thereof relative to the compensation to be paid to any public employee unless an appropriation has been previously made concerning such compensation. Any expense otherwise incurred in violation of this Section shall be null and void as to the Village of Tinley Park and no money belonging to the Village of Tinley Park shall be paid on account thereof.

SECTION FIVE

All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION SIX

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.

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

PASSED THIS 19TH day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

APPENDIX "A"**Step-Based Compensation Pay Schedule - Effective May 1, 2023**

The following pay steps are hereby established for all positions eligible for step-based compensation for the period beginning May 1, 2023 and ending April 30, 2024. Individual compensation shall be in conformance with the table below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

PART-TIME HOURLY					
POSITION	STEP A	STEP B	STEP C	STEP D	STEP E
Non-Certified Firefighter-Class A	\$16.98	NA	NA	NA	NA
Firefighter-Class A Firefigher-Class B	\$20.30	\$20.71	\$21.13	\$21.55	\$21.99
Fire Engineer-Class A Fire Engineer-Class B	\$22.59	\$23.04	\$23.49	\$23.97	\$24.45
Fire Lieutenant-Class A Fire Lieutenant-Class B	\$24.74	\$25.24	\$25.73	\$26.25	\$26.79
Fire Captain-Class A Fire Captain-Class B	\$26.17	\$26.71	\$27.23	\$27.78	\$28.35

APPENDIX "B"

Merit-Based Compensation Pay Schedule - Effective May 1, 2023

The following pay ranges are hereby established for all positions eligible for merit-based compensation for the period beginning May 1, 2023 and ending April 30, 2024. The 2023-2024 Merit Award shall range from 0% to 4%, Proficiency Promotions shall range from 5% to 12%, and any Exemplary Performance Recognition Award shall not exceed 10%. All compensation shall be based on employee performance. Individual compensation shall be in conformance with the table below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

PART-TIME CLASSIFICATIONS			
	PAY GRADE	MINIMUM Hourly Rate	MAXIMUM Hourly Rate
Administrative & Technical Staff			
Bus Dispatcher	1PT	\$14.78	\$20.69
CCTV Operator	1PT		
Office Clerk	1PT		
Crossing Guard (Per Run)	1PT		
Custodian	1PT		
Intern	1PT		
Seasonal Maintenance Worker	1PT		
Senior Center Assistant	1PT		
Van Driver	1PT		
EMA Member (Certified)	2PT	\$16.55	\$23.18
Village Bus Driver	2PT		
Community Service Officer-Field Operations	3PT	\$18.54	\$25.96
Police Clerk Matron	3PT		
Village Bus Driver II	3PT		
Administrative Assistant	4PT	\$20.76	\$29.07
Human Resources Assistant	4PT		
Marketing Program Coordinator	4PT		
Videographer	4PT		
Supervisors & Advanced Technical Staff			
Administrative Assistant-Marketing	5PT	\$23.66	\$33.12
EMA Officer	5PT		
Fire Inspector	5PT		
Marketing Assistant	5PT		
Accountant	6PT	\$26.03	\$36.44
Marketing Coordinator	6PT		
Police Project Coordinator	6PT		
Public Education Officer	6PT		
Assistant Fire Chief	7PT	\$28.63	\$40.08
Patrol Officer (Certified)	7PT		

FULL-TIME CLASSIFICATIONS			
	PAY GRADE	MINIMUM Annual Salary	MAXIMUM Annual Salary
Administrative & Technical Staff (*denotes full-time 35 hours per week)			
Custodian	1H	\$48,223	\$67,512
Public Works Service Representative	1H		
Clerk Matron*	2C	\$44,727	\$62,618
Administrative Assistant	2H	\$51,116	\$71,563
Midnight Records Clerk	2H		
Police Clerk Matron	2H		
Property & Evidence Custodian	2H		
Senior Custodian	2H		
Senior Finance Clerk	2H		
Senior Public Works Clerk	2H		
Community Service Officer	3H	\$54,183	\$75,857
Utility Billing Technician	3H		
Work Order Technician	3H		
Animal Control Officer	3H		
Building Permit Technician	3H		
Senior Police Clerk Matron	3H		
Community Engagement Specialist	4	\$57,434	\$88,011
Helpdesk Coordinator	4H		
Human Resources Coordinator	4H		
Marketing Program Coordinator	4		
Public Information Specialist	4		
Special Events Specialist	4		
Managers, Supervisors, and Advanced Technical Staff			
911 Dispatcher/Telecommunicator	5HA	\$57,908	\$91,290
Administrative Assistant to Police Chief	5	\$65,207	
Assistant Police Records Supervisor	5		
Associate Planner	5		
Business Retention & Marketing Specialist	5		
Data Analyst	5		
Emergency Planner	5		
Executive Assistant	5		
Management Analyst	5H		
Staff Accountant	5		
Zoning Administrator	5		
Accountant II	6	\$70,424	\$98,593
Lead 911 Dispatcher/Lead Telecommunicator	6H		
Building Permit Coordinator	6		
Office Coordinator	6		
Application Support Analyst	7	\$76,057	\$106,480
Assistant to the Village Manager	7		
Building Inspector	7H		
Code Enforcement Officer	7		
Fire Inspector I	7H		
Health & Consumer Protection Officer	7		
Police Records Supervisor	7		
Quality and Training Coordinator	7		

	PAY GRADE	MINIMUM Annual Salary	MAXIMUM Annual Salary
Deputy Village Clerk	8	\$82,142	\$114,999
Engineering Project Manager	8		
Executive Administrative Assistant	8		
Human Resources Generalist	8		
Network and Security Administrator	8		
Radio Technician	8		
Senior Accountant	8		
Senior Payroll Specialist	8		
Senior Planner	8		
Systems Administrator	8		
Fire Marshal	9	\$88,713	\$124,199
Foreman	9		
Head Mechanic	9		
Public Works Administrative Manager	9		
Purchasing & Contract Administrator	9		
Telecommunications Supervisor	9		
Fleet and Facilities Superintendent	10	\$97,585	\$132,715
Planning Manager	10		
Street Superintendent	10		
Village Engineer	10		
Water and Sewer Superintendent	10		
Directors and Senior Managers			
Assistant Finance Director	11	\$112,438	\$151,791
Assistant Public Works Director	11		
Building Official	11		
Emergency Management & 911 Communications Director	12	\$118,060	\$159,381
Human Resources Director	12		
Marketing Director	12		
Police Commander	12		
Assistant Village Manager	13	\$123,963	\$167,350
Community Development Director	13		
Deputy Fire Service Administrator	13		
Deputy Police Chief	13		
Information Technology Director	13		
Public Works Director	14	\$130,161	\$175,717
Finance Director	14		
Fire Service Administrator	14		
Interim Police Chief	14		
Police Chief	14		
Village Manager	15	\$178,390	\$240,827

APPENDIX "C"

Other Part-Time Position Compensation – Effective May 1, 2023

The following compensation is hereby established for certain other part-time positions for the period beginning May 1, 2023 ending April 30, 2024. Individual compensation shall be in conformance with the rates established below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

OTHER PART-TIME POSITIONS		
POSITION	HOURLY RATE	OTHER COMPENSATION
SCADA Engineer	\$55.00	NA
Police Analyst	\$40.00	NA
Snow Plow Driver	\$25.00	NA
EMA Member (Training)	\$16.17	NA
Patrol Officer (Non-Certified)	\$18.00	NA
Community Emergency Response Team (CERT) Instructor	\$20.00	NA
Commission Secretary	\$19.26	NA
Health Inspector	NA	\$35.00 Per Inspection
Building Inspector	NA	\$15.00 Per Inspection
Clerk Matron/Police Clerk Matron	NA	\$2.00 Hourly Stipend for Midnight and Weekend Shifts
		Time and One Half (1 1/2) for Hours Worked on a Designated Village Holiday

APPENDIX "D"

Other Fire Department Compensation

The following compensation is hereby established for for various Fire Department positions for the period beginning July 1, 2023 ending April 30, 2024. Individual compensation shall be in conformance with the rates established below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2024.

ACTING UP PAY	
POSITION	HOURLY STIPEND
Firefighter Acting as Engineer	\$1.70 Hourly Stipend
Firefighter Acting as Officer	\$2.75 Hourly Stipend
Engineer Acting as Officer	\$1.50 Hourly Stipend
Lieutenant Acting as Shift Commander	\$3.00 Hourly Stipend
Captain Acting as Shift Commander	

WEEKEND SHIFT/SPECIAL EVENT INCENTIVE PAY	
Weekend Shift Incentive Pay Applies to Assigned Fire Station Shift(s) Saturday Day Shift Starting at 0600 Hours Through Sunday Night Shift Ending Monday at 0600 Hours. Special Event Incentive Pay Applies to Assisgned Shift(s) at a Special Event.	
POSITION	HOURLY STIPEND
Non-Certified Firefighter-Class A	\$4.00 Hourly Stipend
Firefighter-Class A	
Firefighter-Class B	
Fire Engineer-Class A	
Fire Engineer-Class B	
Fire Lieutenant-Class A	
Fire Lieutenant-Class B	
Fire Captain-Class A	
Fire Captain-Class B	

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-083, “AN ORDINANCE AMENDING THE PAY SCALES FOR THE FISCAL YEAR ENDING APRIL 30, 2024” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

NANCY M. O’CONNOR VILLAGE CLERK

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

ORDINANCE
NO. 2023-O-067

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE
VILLAGE OF TINLEY PARK 2023 TAX LEVY YEAR**

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 NUMBER 2023-O-067

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE
VILLAGE OF TINLEY PARK 2023 TAX LEVY YEAR**

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 is authorized under the Illinois Property Tax Code to levy a tax against the equalized assessed value of all taxable properties within the corporate limits of the municipality to support its operations.

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

Section 1: A tax in the aggregate amount of \$30,484,447 for the following sums of money as detailed in **APPENDIX A**, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the Village, be and the same is hereby levied for the 2023 tax levy year for the purposes specified against all taxable property in the Village of Tinley Park.

Section 2: The taxes levied hereunder are levied pursuant to the home rule powers of the Village of Tinley Park.

Section 3: The Village Clerk of the Village of Tinley Park is hereby directed to file with the Clerk of Cook County and the Clerk of Will County duly certified copies of this Ordinance within the time prescribed by law.

Section 4: 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.

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

AYES:

NAYS:

ABSENT:

APPROVED this 19TH day of December, 2023, by the President and Board of Trustees of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

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-067 “AN ORDINANCE LEVYING TAXES
 FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2023 TAX LEVY
 YEAR,” which was adopted by the President and Board of Trustees of the Village of Tinley Park
 on December 19TH, 2023.

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

VILLAGE CLERK



**CERTIFICATION OF COMPLIANCE
WITH THE TRUTH IN TAXATION IN ACCORDANCE
WITH CHAPTER 35 SECTIONS 200/18-55 THROUGH 200/18-101.65
ILLINOIS COMPILED STATUTES**

I, Michael W. Glotz, Village President, hereby certify to the Cook and Will County Clerk that the Village of Tinley Park has complied with all provisions of Truth in Taxation, as amended, with respect to the adoption of the tax levy for year 2023.

(CHECK ONE BOX)

The Village levied an amount of ad valorem tax that is less than or equal to 105% of the final aggregate extension plus any amount abated prior to extension for the preceding year, therefore the publication and hearing provisions of Truth in Taxation are inapplicable.

OR

The Village levied an amount of ad valorem tax that is greater than 105% of the final aggregate extension plus any amount abated prior to extension for the preceding year, therefore the publication and hearing provisions of Truth Said public hearing was held on _____ (Date).

Village President

December 19, 2023

Date



**CERTIFICATION OF COMPLIANCE
WITH THE TRUTH IN TAXATION IN ACCORDANCE
WITH CHAPTER 35 SECTIONS 200/18-55 THROUGH 200/18-101.65
ILLINOIS COMPILED STATUTES**

I, Michael W. Glotz, Village President, hereby certify to the Cook and Will County Clerk that the Village of Tinley Park has complied with all provisions of Truth in Taxation, as amended, with respect to the adoption of the tax levy for year 2023.

(CHECK ONE BOX)

The Village levied an amount of ad valorem tax that is less than or equal to 105% of the final aggregate extension plus any amount abated prior to extension for the preceding year, therefore the publication and hearing provisions of Truth in Taxation are inapplicable.

OR

The Village levied an amount of ad valorem tax that is greater than 105% of the final aggregate extension plus any amount abated prior to extension for the preceding year, therefore the publication and hearing provisions of Truth Said public hearing was held on _____ (Date).

Village President

December 19, 2023

Date

APPENDIX "A"

**VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
a Home Rule Unit**

TAX LEVY 2023**Village of Tinley Park Public Library Fund (Agency 03-1270-001)**

FREE PUBLIC LIBRARY	
75 ILCS 5/3-1, 5/3-4, 5/3-7	5,195,031
BUILDING & SITES - LIBRARY	
75 ILCS 5/3-1, 5/3-4	310,000
AUDIT EXPENSE	
65 ILCS 5/8-8-8	20,000
SOCIAL SECURITY - LIBRARY	
40 ILCS 5/21-110, 5/21-110.1	175,000
ILLINOIS MUNICIPAL RETIREMENT FUND	
40 ILCS 5/7-171	275,000
PUBLIC LIABILITY INSURANCE	
745 ILCS 10/9-107	60,000
BOND AND INTEREST net of ABATEMENT	
75 ILCS 5/5-2, 5/5-7	0
	<hr/>
TOTAL - TINLEY PARK PUBLIC LIBRARY FUND	6,035,031
Agency 03-1270-001	<hr/> <hr/>

TOTALS RECAP

03-1270-000 VILLAGE OF TINLEY PARK	24,449,416
03-1270-001 TINLEY PARK PUBLIC LIBRARY FD	<u>6,035,031</u>
TOTAL - VILLAGE OF TINLEY PARK AGENCIES	<u><u>30,484,447</u></u>

APPENDIX "A"

**VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
a Home Rule Unit**

TAX LEVY 2023**Village of Tinley Park (Agency 03-1270-000)****TOTAL GENERAL CORPORATE PURPOSE**

65 ILCS 5/8-3-1

Salaries	8,545,988
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PUBLIC LIABILITY INSURANCE

745 ILCS 10/9-107

Corporate Liability	850,000
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AUDIT EXPENSE

65 ILCS 5/8-8-8

	10,000
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POLICE PROTECTION TAX

65 ILCS 5/11-1-3, 5/11-1-5.1

Salaries	3,500,000
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FIRE PROTECTION TAX

65 ILCS 5/11-7-1, 5/11-7-3

Salaries	3,500,000
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EMERGENCY MANAGEMENT (ESDA/EMA)

65 ILCS 5/8-3-16

Salaries	80,000
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Ambulance service	500,000
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	580,000
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SOCIAL SECURITY

40 ILCS 5/21-110, 5/21-110.1

	900,000
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ILLINOIS MUNICIPAL RETIREMENT FUND

40 ILCS 5/7-171

	1,400,000
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APPENDIX "A"

**VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
a Home Rule Unit**

TAX LEVY 2023

POLICE PENSION	4,813,428
40 ILCS 5/3-125	
BONDS and INTEREST net of ABATEMENT	
65 ILCS 5/8-1-3, 5/8-5-16, 5/8-1-4	
2013 GO Bonds	317,227
2021A GO Bonds	0
2021B Refunding Bonds	32,773
	<u>350,000</u>
TOTAL - VILLAGE OF TINLEY PARK	<u>24,449,416</u>
Agency 03-1270-000	

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

ORDINANCE
NO. 2023-O-068

**AN ORDINANCE ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS
AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION
WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES
2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS AS AMENDED BY THE "CERTIFICATE OF REDUCTION OF TAXES
HERETOFORE LEVIED FOR THE PAYMENT OF BONDS"
DATED DECEMBER 2, 2021**

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 NUMBER 2023-O-068

AN ORDINANCE ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS AS AMENDED BY THE “CERTIFICATE OF REDUCTION OF TAXES HERETOFORE LEVIED FOR THE PAYMENT OF BONDS” DATED DECEMBER 2, 2021

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 President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2013-O-014, entitled "An ordinance providing for the issuance of not to exceed \$13,950,000 General Obligation Bonds, Series 2013, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, as adopted June 4, 2013; and

WHEREAS, on June 5, 2013, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$11,340,000 Taxable General Obligation Bonds, Series 2013 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2013-O-014 and issued a Bond Order detailing the sale and the Series

2013 bonds, terms of the Series 2013 bonds, and the taxes to be levied to provide for the debt service of the Series 2013 bonds as contained in Exhibit III of the Bond Order; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2021-O-073, entitled "An ordinance providing for the issuance of not to exceed \$17,500,000 General Obligation bonds of the Village of Tinley Park, Cook and Will Counties, Illinois, for the purpose of financing certain capital improvements within said Village and refunding certain of the Village's outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with the issue of said bonds, and authorizing the sale of said bonds to the purchaser thereof, as adopted November 2, 2021; and

WHEREAS, on December 2, 2021 the Village entered into a contract for the sale of \$5,965,000 Taxable General Obligation Refunding Bonds, Series 2021B of the Village of Tinley Park, Cook and Will Counties, Illinois, which provides for the advance refunding of a portion of the Series 2013 bonds, in accordance to the aforementioned Ordinance 2021-O-073 and issued a "Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds" which included amended direction for the abatement of taxes to be levied to provide for the debt service of the Series 2013 bonds as had been contained in Exhibit III of the aforementioned Bond Order dated June 5, 2013; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified

copy of the Bond Ordinance Number 2021-O-073, and the aforementioned “Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds” dated December 2, 2021; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$423,023.26 to be derived as follows:

• Hotel/Motel Tax Debt Service Reserve Fund	\$296,100.00
• Sewer Fund	105,744.71
• Stormwater Management Fund	13,228.27
• New Bremen Tax Increment Finance District Fund	7,950.28
Total of alternate funding sources	\$423,023.26; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the aforementioned Village Funds, be used to abate a portion of the remaining interest and principal on the aforesaid bonds as directed in the aforementioned “Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds” dated December 2, 2021 for the tax levy year 2023.

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 sum of \$423,023.26, which will be derived from revenue sources within the preambles herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the Series 2013 bonds which fall due on or before December 1, 2024.

As provided in the “Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds” dated December 2, 2021, the “remainder amount of tax to be extended” in the 2023 tax levy is identified as \$740,250.00 to meet the requirements to pay for principal and interest on said bonds.

The aforementioned \$423,023.26 shall be abated leaving \$317,226.74 as the remaining 2023 Tax Levy amount.

Section 2: That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating the portion aforementioned of the remaining 2023 tax levy requirement for the payment of principal and interest due on the issuance of \$11,340,000 General Obligation Bonds, Series 2013, as provided for in the Bond Order dated June 5, 2013, and as amended by the "Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds" dated December 2, 2021, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

ADOPTED this 19th day of December, 2023 by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

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

VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

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-068 “AN ORDINANCE ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS AS AMENDED BY THE “CERTIFICATE OF REDUCTION OF TAXES HERETOFORE LEVIED FOR THE PAYMENT OF BONDS” DATED DECEMBER 2, 2021,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK

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

ORDINANCE
NO. 2023-O-069

AN ORDINANCE ABATING ALL OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$8,940,000 GENERAL OBLIGATION BONDS, SERIES 2021A OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

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

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

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

ORDINANCE NUMBER 2023-O-069

AN ORDINANCE ABATING ALL OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$8,940,000 GENERAL OBLIGATION BONDS, SERIES 2021A OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2021-O-073, entitled "An ordinance providing for the issuance of not to exceed \$17,500,000 General Obligation bonds of the Village of Tinley Park, Cook and Will Counties, Illinois, for the purpose of financing certain capital improvements within said Village and refunding certain of the Village's outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with the issue of said bonds, and authorizing the sale of said bonds to the purchaser thereof, as adopted November 2, 2021; and

WHEREAS, on December 2, 2021 the Village entered into a contract for the sale of \$8,940,000 General Obligation Refunding Bonds, Series 2021A of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2021-O-073

and issued a “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B” and a “Direction for Abatement of Taxes” both dated December 2, 2021 which included direction for the abatement of taxes to be levied to provide for the debt service of the Series 2021A bonds; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance Number 2021-O-073, and the “Direction for Abatement of Taxes” dated December 2, 2021 in connection with said bond sale; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$745,400.00 to be derived as follows:

• Water Retail Fund	\$480,551.93
• Water Wholesale Fund	66,713.30
• Sewer Fund	198,134.77
Total of alternate funding sources	\$745,400.00; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the aforementioned Village Funds, be used to abate all of the payment of the interest and principal on the aforesaid bonds as directed in the aforementioned “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B,” and the “Direction for Abatement of Taxes,” dated December 2, 2021 for the tax levy year 2023.

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: That the sum of \$745,400.00, which will be derived from revenue sources within the preambles herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the Series 2021A bonds which fall due on or before December 1, 2024.

As provided in the “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B,” and the “Direction for Abatement of Taxes,” dated December 2, 2021, the amount of tax to be extended in the 2023 tax levy is identified as \$745,400.00 to meet the requirements to pay for principal and interest on said bonds.

The above referenced funds are sufficient to meet the full amount of the 2023 Tax Levy amount required, and said levy shall be abated in its entirety.

Section 2: That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk’s Office of both Cook and Will Counties, Illinois, abating all of the 2023 tax levy requirement for the payment of principal and interest due on the issuance of \$8,940,000 General Obligation Refunding Bonds, Series 2021A of the Village of Tinley Park, Cook and Will Counties, Illinois as provided in the “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B,” and the “Direction for Abatement of Taxes,” dated December 2, 2021, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

ADOPTED this 19th day of December, 2023 by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

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

VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

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-069 “AN ORDINANCE ABATING ALL OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$8,940,000 GENERAL OBLIGATION BONDS, SERIES 2021A OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK

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

ORDINANCE
NO. 2023-O-070

AN ORDINANCE ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$5,965,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B OF THE VILLAGE OF TINLEY PARK, COOK & WILL COUNTIES, ILLINOIS

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

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

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

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

ORDINANCE NUMBER 2023-O-070

AN ORDINANCE ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$5,965,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B OF THE VILLAGE OF TINLEY PARK, COOK & WILL COUNTIES, ILLINOIS

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

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2021-O-073, entitled "An ordinance providing for the issuance of not to exceed \$17,500,000 General Obligation bonds of the Village of Tinley Park, Cook and Will Counties, Illinois, for the purpose of financing certain capital improvements within said Village and refunding certain of the Village's outstanding bonds, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with the issue of said bonds, and authorizing the sale of said bonds to the purchaser thereof, as adopted November 2, 2021; and

WHEREAS, on December 2, 2021 the Village entered into a contract for the sale of \$5,965,000 Taxable General Obligation Refunding Bonds, Series 2021B of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2021-O-

073 and issued a “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B” and a “Direction for Abatement of Taxes” both dated December 2, 2021 which included direction for the abatement of taxes to be levied to provide for the debt service of the Series 2021B bonds; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance Number 2021-O-073, and the “Direction for Abatement of Taxes” dated December 2, 2021 in connection with said bond sale; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$164,976.74 to be derived as follows:

• The Hotel/Motel Tax Debt Service Reserve Fund	\$ 79,100.00
• Surtax Capital Projects Fund	51,970.52
• Sewer Fund	28,248.58
• Stormwater Management Fund	3,533.80
• New Bremen Tax Increment Finance District Fund	2,123.84
Total of alternate funding sources	\$164,976.74; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the aforementioned Village Funds, be used to abate a portion of the interest and principal on the aforesaid Series 2021B bonds as directed in the aforementioned “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B,” and the “Direction for Abatement of Taxes,” dated December 2, 2021 for the tax levy year 2023.

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: That the sum of \$164,976.74, which will be derived from revenue sources within the preambles herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the Series 2021B bonds which fall due on or before December 1, 2024.

As provided in the “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B,” and the “Direction for Abatement of Taxes,” dated December 2, 2021, the amount of tax to be extended in the 2023 tax levy is identified as \$197,750.00 to meet the requirements to pay for principal and interest on said bonds.

The aforementioned \$164,976.74 shall be abated leaving \$32,773.26 as the remaining 2023 Tax Levy amount.

Section 2: That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk’s Office of both Cook and Will Counties, Illinois, abating a portion of the 2023 tax levy requirement for the payment of principal and interest due on the issuance of \$5,965,000 Taxable General Obligation Refunding Bonds, Series 2021B, as provided for in the “Notification of Sale of General Obligation Bonds, Series 2021A and Taxable General Obligation Refunding Bonds, Series 2021B,” and the “Direction for Abatement of Taxes,” dated December 2, 2021, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

ADOPTED this 19th day of December 2023 by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

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

VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

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-070 “AN ORDINANCE ABATING A PORTION OF THE 2023 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE “NOTIFICATION OF SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B” AND THE “DIRECTION FOR ABATEMENT OF TAXES” DATED DECEMBER 2, 2021 IN CONNECTION WITH THE ISSUANCE OF \$5,965,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK

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

ORDINANCE
NO. 2023-O-071

AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2023 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)

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 NUMBER 2023-O-071

AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2023 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)

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 President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-050, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 227, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-051, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 159, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-052, entitled "A Resolution Approving The First Amendment To The Tinley Park Convention Center Management Contract Between The Harp Group, Inc, And The Village Of Tinley Park" adopted July 17, 2018; and

WHEREAS, The Harp Group, Inc. has expressed its desire to operate and manage the Tinley Park Convention Center on behalf of the Village of Tinley Park; and

WHEREAS, The Harp Group, Inc. has acquired the Hotel Property connected to the Tinley Park Convention Center under the business entity Tinley Park Convention Center Hotel Owners LLC, and intends to continue the operations of the Tinley Park Hotel as a commercial enterprise within the Village of Tinley Park; and

WHEREAS, The Harp Group, Inc. has requested financial assistance in the form of real estate Tax abatements pursuant to the provision of law (35 ILCS 200/18-165); and

WHEREAS, the Subject Hotel Property, 18501 Convention Center Drive, is identified for property tax purposes by permanent identification number 31-06-100-027-0000; and

WHEREAS, the Company has met the conditions and requirements of the aforementioned Agreements and is eligible for the financial assistance provided for therein; and

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 ONE

That fifty percent (50%) of the Village of Tinley Park's portion of real estate property taxes ("Property Taxes") assessed and extended on the Subject Hotel Property (18501 Convention Center Drive, PIN 31-06-100-027-0000), shall hereby be abated for the 2023 tax levy year (taxes billed and collected in calendar 2024).

Said abatement shall be made only against the amounts extended for the Village of Tinley Park (tax agency 03-1270-000). The amounts extended for the Tinley Park Public Library (tax agency 03-1270-001) are not to be abated.

SECTION TWO

Annual abatements by Elementary School District 159, Rich Township High School District 227 and the Village of Tinley Park shall continue until the first of the following should occur:

(i) duration of ten (10) tax levy years, commencing with the 2018 tax levy year to which the first abatement applies, and in which taxes are actually abated (this being the fifth year of abatement);

(ii) the aggregate taxes abated on the Subject Hotel Property by all three of the above-named taxing bodies equals four million dollars (\$4,000,000);

(iii) the abatement obligations of the Elementary School District 159, Rich Township High School District 227 and the Village terminate as provided for in aforementioned Agreements.

SECTION THREE

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Cook County Clerk's Office.

The County Clerk of Cook County, Illinois, is hereby authorized and directed to abate said tax as provided in this ordinance.

SECTION FOUR

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 19th day of December, 2023, by the following roll call vote:

AYES:

NAYS:

ABSENT:

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

Village President

ATTEST:

Village Clerk

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-071, “AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2023 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK



Interoffice

Memo

Date: December 4, 2023

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

From: Timothy Poulos, Commander of Patrol

Subject: CONSIDER ADOPTING ORDINANCE 2023-O-XXX AMENDING TITLE XII CHAPTER 77 SECTION 10 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "PEDESTRIANS SOLICITING RIDES."

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

Description:

To comply with Illinois State Statutes an amendment to title XII Chapter 77 section 10 of the Tinley Park Municipal Code entitled "PEDESTRIANS SOLICITING RIDES" is being requested.

Staff Direction Request:

1. Approve the amendment of Title XII Chapter 77 section 10 of the Tinley Park Municipal code entitled "PEDESTRIANS SOLICITING RIDES".
2. Direct Staff as necessary

Attachment

1. Original ordinance language and proposed amended ordinance language

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

ORDINANCE
NO.2023-O-084

**AN ORDINANCE AMENDING TITLE XII CHAPTER 77 SECTION 10 OF
THE TINLEY PARK MUNICIPAL CODE ENTITLED
“PEDESTRIANS SOLICITING RIDES.”**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray 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-084**AN ORDINANCE AMENDING TITLE XII CHAPTER 77 SECTION 10 OF
THE TINLEY PARK MUNICIPAL CODE ENTITLED
“PEDESTRIANS SOLICITING RIDES.”**

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;

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 to reanalyze solicitations by pedestrians within the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park to amend the aforementioned provisions of the Tinley Park Municipal Code pursuant to this Ordinance; 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 Title XII, Chapter 77, Section 10 (77.10) of the Tinley Park Municipal Code entitled “PEDESTRIANS SOLICITING RIDES” of the Tinley Park Municipal Code is hereby amended by deleting the following strikethrough language and adding the following language thereafter:

~~§ 77.10 PEDESTRIANS SOLICITING RIDES~~

~~(A) No person shall stand in a roadway for the purpose of soliciting a ride from the driver of any vehicle.~~

~~(B) Whoever violates this section is guilty of a misdemeanor.~~

~~(ILCS Ch. 625, Act 5 § 11-1006) (77 Code, § 72.021).~~

§ 77.10 PEDESTRIANS SOLICITING RIDES

- (A) No person shall stand in a roadway for the purpose of soliciting a ride from the driver of any vehicle.
- (B) No person shall stand on a highway for the purpose of soliciting employment or business from the occupant of any vehicle.
- (C) No person shall stand on a highway for the purpose of soliciting contributions of any vehicle except within a municipality when expressly permitted by municipal ordinance. The local municipality, city, village, or other local governmental entity in which the solicitation takes place shall determine by ordinance where and when solicitations may take place based on the safety of the solicitors and the safety of motorists. The decision shall also take into account the orderly flow of traffic and may not allow interference with the operation of official traffic control devices.
- (D) No person shall stand on or in the proximity of a highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a highway.
- (E) Whoever violates this section is guilty of a Class A Misdemeanor.

(ILCS Ch. 625, Act 5 § 11-1006)

PASSED THIS 19th day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December, 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-084, “AN ORDINANCE AMENDING TITLE XII CHAPTER 77 SECTION 10 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED ‘PEDESTRIANS SOLICITING RIDES,’” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

 VILLAGE CLERK



Interoffice

Memo

Date: December 13, 2023

To: Village Board

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

Subject: Title XI, Chapter 116, Section 116.09 – Maximum Stay Length Penalties

The Village passed an Ordinance in June of 2022 regarding the maximum stay length for hotels and motels. With 11 existing hotels, and continued interest from new hotels, it is important to ensure the municipal code addresses the hospitality industry and the changes that it has seen largely since COVID. Upon further review of this Ordinance, it is recommended that a penalty section be added should there be any violation of the ordinance.

Staff Recommendation: Consider approving a penalty section for any person, firm or corporation who violates the maximum stay length Ordinance.

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

ORDINANCE
NO. 2023-O-086

**AN ORDINANCE AMENDING TITLE XI, CHAPTER 116, SECTION
116.09 OF THE TINLEY PARK MUNICIPAL CODE REGARDING
MAXIMUM STAY LENGTHS FOR HOTELS AND MOTELS**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-086**AN ORDINANCE AMENDING TITLE XI, CHAPTER 116, SECTION 116.09 OF THE TINLEY PARK MUNICIPAL CODE REGARDING MAXIMUM STAY LENGTHS FOR HOTELS AND MOTELS**

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”) currently regulates the maximum amount of time that guests are permitted to stay at any hotel, motel, or extended stay hotel within the Village (the “Regulations”); and

WHEREAS, the President and the Board of Trustees of the Village (together, the “Corporate Authorities”) recognize the need to update and clarify the Regulations from time to time; 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 update and clarify the Regulations as set forth herein; 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 Municipal Code of Tinley Park is hereby amended, notwithstanding any provision, ordinance, resolution, or Municipal Code section to the contrary, by amending Title XI, Chapter 116, Section 116.09 as follows:

§ 116.09 MAXIMUM STAY LENGTH.

(A) No hotel, motel, extended-stay hotel located within the village shall allow any person to occupy such facility for more than 28 consecutive days unless otherwise permitted in this section. No guest residing for more than 28 consecutive days shall begin a new rental agreement with the hotel, motel, or extended stay hotel without at least a fourteen-day ~~two-day~~ vacancy between stays.

(B) No hotel, motel, or extended-stay hotel located within the village shall allow any person to occupy such hotel, motel, or extended-stay hotel as his or her permanent residence, and/or to utilize the hotel, motel, or extended-stay hotel address as his or her mailing address.

(C) Notwithstanding divisions (A) and (B) above, a stay in excess of 28 consecutive days, or utilizing the hotel, motel, or extended-stay hotel as a mailing address by a guest may occur in the following situations:

(1) Where there is a written contract or documented agreement between a hotel, motel, or extended-stay hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders;

(2) Where there is documentation, consistent with HIPPA privacy rules, that a hotel guest is considered family or is providing care for a patient who is admitted at a local hospital;

(3) When an insurance company or federal, state or local agency has provided documentation that a hotel guest has been displaced from their home by a natural disaster or fire;

(4) Where there is a written contract or documented agreement between a hotel, motel, or extended-stay hotel and an organization to provide emergency or transitional housing/shelter.

(5) Notwithstanding the foregoing, the hotel, motel, or extended-stay hotel shall notify the Village of any stay in excess of 28 consecutive days. The Village reserves the right to request supporting documentation that an extended stay in excess of 28 consecutive days is permissible as set forth in this Section. Failure to provide such documentation upon request shall constitute a violation of this Section.

(D) All hotels, motels, and extended-stay hotels are required to comply with all applicable provisions of this Code.

(E) All hotels, motels, and extended-stay hotels constructed after the effective date of this subchapter, must provide a minimum of 1,000 square feet in common areas for recreational use by guests. In computing the 1,000 square feet requirement, swimming pools, fitness or recreation centers, patios, terraces, and other recreational facilities in common areas may be used in determining the square footage required by this division. An extended-stay hotel is considered constructed only after a certificate of occupancy is issued.

(F) Any person, firm, or corporation violating this Section shall be fined \$750.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. Any hotel, motel, or extended-stay hotel that fails to comply with this Section for a period of thirty (30) or more days shall be subject to the suspension or revocation of its business license and liquor license, if applicable.

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

SECTION 4: That this Ordinance shall be in full force and effect ten (10) days after its adoption and approval.

SECTION 5: 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 ten (10) days after its passage, approval, and publication as required by law.

PASSED THIS 19th day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December, 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-086, **“AN ORDINANCE AMENDING TITLE XI, CHAPTER 116, SECTION 116.09 OF THE TINLEY PARK MUNICIPAL CODE REGARDING MAXIMUM STAY LENGTHS FOR HOTELS AND MOTELS”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK



Interoffice

Memo

Date: December 13, 2023

To: Village Board

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

Subject: Executive Order and Policy Regarding Unscheduled Intercity Buses

On December 7th, 2023 Mayor Glotz and Clerk O'Connor signed an Executive Order regarding unscheduled intercity buses. The Executive Order designed authority to the Police Chief to implement a policy to protect the health, safety and welfare of the passengers of said buses and the community. Attached to this memo is a copy of the Order and policy.

Staff Recommendation: Consider approving and ratifying the Executive Order and policy regarding unscheduled intercity buses.

TINLEY PARK



EXECUTIVE ORDER NO. 2023-001 DECLARING A POLICY REGARDING UNSCHEDULED INTERCITY BUSES

WHEREAS, the Village of Tinley Park, Illinois (the “Village”) is committed to protecting the health, safety, and welfare of individuals residing in and visiting the Village; and

WHEREAS, it is in the best interests of the Village, its employees, and its residents to establish a policy for the stopping, standing, and parking of intercity buses and the discharge of passengers within the Village (the “Policy”); and

WHEREAS, the unloading of passengers in inclement or severe weather conditions without a coordinated plan poses a significant threat to the health, safety, and welfare of said passengers; and

WHEREAS, time is of the essence due to the incoming inclement weather within the Chicagoland area and the immediate increase in demands on Village resources resulting from the discharge of said passengers within the Village; and

NOW, THEREFORE, by the powers vested in me as the Village President (“Mayor”) of the Village of Tinley Park, Illinois, I hereby establish the Policy, as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 1: Effective immediately, I, the Mayor of the Village of Tinley Park, Illinois, delegate to the Chief of Police the authority to take any and all lawful action necessary to protect the health, safety and welfare of the residents and corporate citizens of the Village, including, but not limited to, the enforcement of the Policy, and the authority to cite and take other appropriate measures against the persons who disobey this Order or the Policy after due notice, either oral or written has been given.

SECTION 2: This Order is declared effective immediately and shall remain in effect unless otherwise lawfully modified, amended, rescinded, or superseded.

SECTION 3: This Executive Order shall be distributed in accordance with applicable law.

SECTION 4: This Executive Order is not intended to, and does not, except as specifically set forth herein, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the Village, its departments, agencies, or entities, its officers, employees, or agents, or any other person. This Executive Order shall be deposited and kept immediately available on file for inspection in the office of the Village Clerk.


Michael W. Glotz, Mayor

Received and Filed December 7, 2023


Nancy, M. O’Connor, Village Clerk

EXHIBIT A**POLICY OF THE VILLAGE OF TINLEY PARK
REGARDING UNSCHEDULED INTERCITY BUSES****I. Definitions**

For the purposes of this Policy, these definitions shall apply.

- a. “Application” means a form that the Tinley Park Chief of Police makes available for receiving and reviewing proposed intercity bus operations.
- b. “Approval” means written notice that the Chief of Police has received, reviewed, and determined that an application satisfies the requirements of the Village and this Policy.
- c. “Chief of Police” means the Tinley Park Chief of Police.
- d. “Regularly scheduled service” means intercity bus service that operates trips on a predictable and recurring basis, following a schedule that is published in advance and available to the general public, and provides service in exchange for paying a fare.
- e. “Unscheduled intercity bus” means any bus used for the transportation of persons between the Village of Tinley Park and locations outside of the Chicago-Naperville-Joliet area that is not operating pursuant to authorization of the Chief of Police authorization via: (i) an approved letter of permission or (ii) an approved schedule and/or approved pick-up/drop-off zone, as of the effective date of this Policy.
- f. “Village” shall mean the Village of Tinley Park, Illinois.

II. Applicability

The Chief of Police’s preexisting application, review and approval process for intercity buses, as may be amended from time to time, shall apply to: (i) applicants for regularly scheduled service, and (ii) operators with an approved letter of permission, schedule and/or approved pick-up/drop-off zone as of the effective date of this Policy.

III. Notice and Application Required

The operator of any unscheduled intercity bus must make application for an approval to arrive and load/unload passengers in the Village on the appropriate form made available by the Chief of Police. All applications for unscheduled intercity bus service must be received by the Chief of Police a minimum of five (5) full business days prior to the requested date of arrival in the application.

All applications shall include the proposed passenger list, and the operator shall be required to perform background checks on each passenger over the age of eighteen, and shall provide copies of the same to the Chief of Police as part of the application.

Each application for an unscheduled intercity bus drop off must include an order authorizing the drop off executed by the head of the public body originating the transfer of such passengers.

IV. Processing and Approval of Applications

Applications for unscheduled intercity buses will be reviewed on a first-come, first-serve basis. No more than one (1) application, regardless of operator, shall be approved by the Chief of Police for a given date, time, and location.

V. Days and Hours of Operation

Unscheduled intercity buses shall load/unload passengers within the Village only between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday, and not at any time on Saturdays, Sundays, or designated Village Holidays.

VI. Passenger Pick-up/Drop-Off Locations

Unscheduled intercity buses shall only load/unload passengers at locations designated by the Chief of Police, which shall be listed on the approved application.

VII. Punctuality

For any given approval, unscheduled intercity buses must arrive no sooner than, and no later than 30 minutes after, the approved arrival time, otherwise the application shall be considered invalidated. Any loading/ unloading of passengers outside of this scheduled window shall result in a \$750.00 fine per passenger to the operator.

VIII. Proof of Application and Approval

Operators of unscheduled intercity buses must carry a physical or electronic copy of an approved application and present it for inspection at the place of loading/unloading upon request by any employee or designee of the Village.

IX. Penalty.

Any operator of an unscheduled intercity bus that attempts to or does in fact load/unload passengers without an approved application shall be subject to a \$750.00 fine per passenger upon the intercity bus operator.

**VILLAGE OF TINLEY PARK, ILLINOIS
APPLICATION FOR UNSCHEDULED INTERCITY BUS**

All unscheduled intercity buses must use this application form and receive approval from the Village of Tinley Park, Illinois prior to loading/unloading any passengers within the Village limits.

APPLICANT INFORMATION

Bus Company Name: _____

Bus Company Address: _____

Bus Company State of Incorporation: _____

Primary Contact Name: _____

Title/Position of Primary Contact: _____

Primary Contact Phone: _____

Primary Contact Email: _____

Bus Driver Full Name (including middle): _____

Bus Driver's Date of Birth: _____

Bus Driver Phone: _____

Bus Driver Operator's License # _____

State of Issuance: _____ Expiration Date: _____

Other employees (Bus Company or 3rd party contractors or individuals assisting with the transportation of passengers: (attach a separate page if needed)

Full Name of any 3rd Parties: _____

Date of Birth: _____

PASSENGER INFORMATION

- (A) The Applicant **must** attach a proposed passenger list of all proposed passengers (including any employees of a 3rd party involved in the transportation of passengers) to this Application.
- (B) The Applicant **must** provide background check information for all proposed passengers (including 3rd party contractors or individuals assisting in the transportation of passengers) over the age of eighteen (18) years. Attach background check information to this Application- failure to attach background information will result in the Application being denied with no further processing.
- (C) Any passenger or 3rd party employee/individual not listed on the Application who exits the bus will be considered in violation of Village Policy (failure to submit a background check with the application) and will result in a \$750.00 fine, per person, assessed to the bus operator.

ARRIVAL INFORMATION

Proposed Arrival Date*: _____
*(*Must be at least 5 business days from the date of application submission)*

Proposed arrival time: *(check only one time period)*
Morning: 10-11 am 11am-12pm
Afternoon 12-1 pm 1-2 pm 2-3 pm 3-4 pm

USDOT of bus: _____

Bus license plate and State: _____

Any unscheduled intercity bus that allows passengers to disembark outside these days and hours will be considered in violation of Village Policy and will result in a fine, per person, assessed to the bus operator.

AUTHORIZATION FROM HEAD OF PUBLIC BODY INITIATING TRANSFER

The Applicant **must** provide an order authorizing the transfer of the proposed passengers which is executed by the head of the public body which has initiated the transfer via unscheduled intercity bus. **No application shall be processed without a copy of the authorizing order.**

Applicant Signature

Date: _____

Applicant's Name- Typed or Printed

(Required)

Notary Seal:

Village Use only:

Date Received: _____ *Time Received:* _____ *How received:* _____

Signature of Village Official: _____ *Approved or Denied (Circle)*

Name of Village Official: _____

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2023-O-087**

**AN ORDINANCE ADOPTING AND RATIFYING A POLICY REGARDING
UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY PARK,
ILLINOIS**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-087

**AN ORDINANCE ADOPTING AND RATIFYING A POLICY REGARDING
UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY PARK,
ILLINOIS**

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

WHEREAS, it is in the best interests of the Village of Tinley Park (“Village”), its employees, and its residents to establish a policy for the stopping, standing, and parking of intercity buses and the discharge of passengers within the Village; and

WHEREAS, the unloading of passengers in inclement or severe weather conditions without a coordinated plan poses a significant threat to the health, welfare, and safety of said passengers; and

WHEREAS, time is of the essence due to the incoming inclement weather within the Chicagoland area and the immediate increase in demands on Village resources resulting from the discharge of said passengers within the Village; and

WHEREAS, the Village President (the “President”) has issued Executive Order 2023-001 (the “Order”) and a policy regarding unscheduled intercity buses (the “Policy”), attached hereto and incorporated herein as **Group Exhibit 1**; and

WHEREAS, the President and the Board of Trustees (together, 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, adopt, and ratify the Order and the Policy; 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 Order and the Policy are attached hereto as **Group Exhibit 1**.

SECTION 3: The purpose of this Ordinance is to approve, adopt, and ratify the Order and the Policy for the benefit of the Village, its employees, its residents, and its visitors, and to authorize the President and his designees to take any and all action necessary to carry out the Order and the Policy.

SECTION 4: The Order and the Policy are hereby adopted as set forth in **Group Exhibit 1**. The officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Policy, and to take all action necessary in conformity therewith. The officers, employees, and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment and to effectuate the goals of this Ordinance.

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December, 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-087, “**AN ORDINANCE ADOPTING AND RATIFYING A POLICY REGARDING UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY PARK, ILLINOIS**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK

Group Exhibit 1



Interoffice

Memo

Date: December 13, 2023

To: Village Board

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

Subject: Executive Order and Policy Regarding Unscheduled Intercity Buses

On December 15th, 2023 Mayor Glotz and Clerk O'Connor signed an Executive Order regarding unscheduled intercity buses. The Executive Order designed authority to the Police Chief to implement a policy to protect the health, safety and welfare of the passengers of said buses and the community. This Order specifically outlines rules and regulations surrounding impoundment of unscheduled intercity buses for violating Executive Order 2023-001. Attached to this memo is a copy of the Order and policy.

Staff Recommendation: Consider approving and ratifying the Executive Order and policy regarding unscheduled intercity buses.

TINLEY PARK



EXECUTIVE ORDER NO. 2023-002 DECLARING RULES AND REGULATIONS REGARDING UNSCHEDULED INTERCITY BUSES

WHEREAS, the Village of Tinley Park, Illinois (the “Village”) is committed to protecting the health, safety, and welfare of individuals residing in and visiting the Village; and

WHEREAS, the Village has adopted a policy regarding the stopping, standing, and parking of intercity buses and the discharge of passengers within the Village (the “Policy”); and

WHEREAS, the unloading of passengers in inclement or severe weather conditions without a coordinated plan poses a significant threat to the health, safety, and welfare of said passengers; and

WHEREAS, time is of the essence due to the incoming inclement weather within the Chicagoland area and the immediate increase in demands on Village resources resulting from the discharge of said passengers within the Village; and

WHEREAS, bus operators have been attempting to avoid compliance with the policies of neighboring municipalities regarding permitting requirements for unscheduled intercity buses; and

WHEREAS, it is in the best interests of the Village, its employees, residents, and visitors that the Village implement additional rules and regulations (the “Rules and Regulations”) regarding unscheduled intercity buses and hold non-compliant bus operators accountable for endangering the safety and welfare of their passengers; and

NOW, THEREFORE, by the powers vested in me as the Village President (“Mayor”) of the Village of Tinley Park, Illinois, I hereby authorize the Village, its Police Department, and its employees to implement the Rules and Regulations as set forth in Exhibit A, attached hereto and incorporated herein.


SECTION 1: Effective immediately, I, the Mayor of the Village of Tinley Park, Illinois, delegate to the Chief of Police the authority to take any and all lawful action necessary to protect the health, safety and welfare of the residents and corporate citizens of the Village, including, but not limited to, the enforcement of the Rules and Regulations, and the authority to cite and take other appropriate measures against the persons who disobey this Order or the Rules and Regulations after due notice, either oral or written has been given.

SECTION 2: This Order is declared effective immediately and shall remain in effect unless otherwise lawfully modified, amended, rescinded, or superseded.

SECTION 3: This Executive Order shall be distributed in accordance with applicable law.

SECTION 4: This Executive Order is not intended to, and does not, except as specifically set forth herein, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the Village, its departments, agencies, or entities, its officers, employees, or agents, or any other person. This Executive Order shall be deposited and kept

immediately available on file for inspection in the office of the Village Clerk.


Michael W. Glotz, Mayor

Received and Filed December 15, 2023


Nancy, M. O'Connor, Village Clerk

EXHIBIT A

RULES AND REGULATIONS OF THE VILLAGE OF TINLEY PARK REGARDING UNSCHEDULED INTERCITY BUSES

I. Definitions

For the purposes of these Rules and Regulations, these definitions shall apply.

- a. "Application" means a form that the Tinley Park Chief of Police makes available for receiving and reviewing proposed intercity bus operations.
- b. "Approval" means written notice that the Chief of Police has received, reviewed, and determined that an application satisfies the requirements of the Village and the Policy.
- c. "Chief of Police" means the Tinley Park Chief of Police.
- d. "Policy" means that written policy which was promulgated by the Village Mayor as set forth in Executive Order 2023-001.
- e. "Regularly scheduled service" means intercity bus service that operates trips on a predictable and recurring basis, following a schedule that is published in advance and available to the general public, and provides service in exchange for paying a fare.
- f. "Unscheduled intercity bus" means any bus used for the transportation of persons between the Village of Tinley Park and locations outside of the Chicago-Naperville-Joliet area that is not operating pursuant to authorization of the Chief of Police authorization via: (i) an approved letter of permission or (ii) an approved schedule and/or approved pick-up/drop-off zone, as of the effective date of the Policy.
- g. "Village" shall mean the Village of Tinley Park, Illinois.

II. Applicability

These Rules and Regulations shall apply to any unscheduled intercity bus or unscheduled intercity bus operator that attempts to discharge or pick-up passengers within the limits of the Village without a valid permit issued by the Village as set forth in the Policy.

III. Towing and Impounding.

In addition to any fees or fines set forth in the Policy, any unscheduled intercity bus used in violation of Executive Order 2023-001 and the Policy set forth therein shall be subject to immediate seizure and impoundment. The owner of record of said bus shall be liable for any and all towing, storage and administrative fees associated with the towing and storage of the bus. The owner of record shall also be subject to an administrative penalty of Five Thousand U.S. Dollars (\$5,000.00).

Whenever a police officer with supervisory authority and who is present at the time of an alleged violation of the Policy set forth in Executive Order 2023-001 has probable cause to believe that an intercity bus is subject to seizure and impoundment pursuant to these Rules and Regulations, the police officer shall provide for the towing of the bus to an authorized towing facility.

Before or at the time the bus is towed, the police officer shall notify any person identifying themselves as the owner of the bus at the time of the alleged violation, or the person who is found to be in control of the bus at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the bus owner's right to request a vehicle impoundment hearing to be conducted under Chapter 90, Section 90.21 and 90.22 of the Tinley Park Municipal Code by serving such person with a copy of the citation.

IV. Criminal Charges

The Chief of Police is hereby authorized to pursue criminal charges against any (i) unscheduled intercity bus operator, (ii) unscheduled intercity bus driver, or (iii) third-party employees who are charged with the oversight of the passengers, when such individual attempts to or does discharge passengers where such actions endanger the health, safety or welfare of passengers.

The Chief of Police shall consider the following when determining whether to pursue criminal charges:

- (a) The location of the discharge or attempted discharge of passengers;
- (b) Extreme weather conditions, including temperatures below freezing, snowfall, severe rain, or other inclement weather which poses a risk to passengers;
- (c) Whether any of the passengers are minors; and
- (d) The time of day and access to shelter or transportation for passengers.

V. Civil Remedies

The Village's attorneys are hereby authorized and directed to pursue any and all civil remedies against intercity bus operators that fail to or refuse to comply with the Policy or these Rules and Regulations. Such civil remedies include, but are not limited to, injunctive relief, declaratory judgements, and debt collection actions.

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

ORDINANCE
NO. 2023-O-088

**AN ORDINANCE ADOPTING AND RATIFYING RULES AND REGULATIONS
REGARDING UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY
PARK, ILLINOIS**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-088**AN ORDINANCE ADOPTING AND RATIFYING RULES AND REGULATIONS REGARDING UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY PARK, ILLINOIS**

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

WHEREAS, the Village of Tinley Park (“Village”) has adopted a policy for the stopping, standing, and parking of intercity buses and the discharge of passengers within the Village as set forth in Executive Order 2023-001 (the “Policy”); and

WHEREAS, the unloading of passengers in inclement or severe weather conditions without a coordinated plan poses a significant threat to the health, welfare, and safety of said passengers; and

WHEREAS, time is of the essence due to the incoming inclement weather within the Chicagoland area and the immediate increase in demands on Village resources resulting from the discharge of said passengers within the Village; and

WHEREAS, bus operators have been attempting to avoid compliance with the policies of neighboring municipalities regarding permitting requirements for unscheduled intercity buses; and

WHEREAS, the Village President (the “President”) has issued Executive Order 2023-002 (the “Order”) and rules and regulations regarding unscheduled intercity buses (the “Rules and Regulations”), attached hereto and incorporated herein as Group Exhibit 1; and

WHEREAS, the Rules and Regulations hold bus operators accountable for endangering the safety and welfare of their passengers; and

WHEREAS, the President and the Board of Trustees (together, 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, adopt, and ratify the Order and the Rules and Regulations; 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 Order and the Rules and Regulations are attached hereto as **Group Exhibit 1.**

SECTION 3: The purpose of this Ordinance is to approve, adopt, and ratify the Order and the Rules and Regulations for the benefit of the Village, its employees, its residents, and its visitors, and to authorize the President and his designees to take any and all action necessary to carry out the Order and the Rules and Regulations.

SECTION 4: The Order and the Rules and Regulations are hereby adopted as set forth in Group Exhibit 1. The officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Rules and Regulations, and to take all action necessary in conformity therewith. The officers, employees, and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment and to effectuate the goals of this Ordinance.

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of December, 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-088, **“AN ORDINANCE ADOPTING AND RATIFYING RULES AND REGULATIONS REGARDING UNSCHEDULED INTERCITY BUSES FOR THE VILLAGE OF TINLEY PARK, ILLINOIS”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

 VILLAGE CLERK

Group Exhibit 1



Interoffice

Memo

Date: December 12, 2023

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

From: John Urbanski, Public Works Director

Subject: Harmony Square Infrastructure Improvements – Tria Architecture, Inc., PSA

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

Description:

Earlier this year Village Board action approved Professional Services Agreements (PSA) to our hired professional services for the design phase of Harmony Square. One of the design providers, Tria Architecture, Inc., had their legal team respond with concerns to the insurance requirements of the template PSA.

Since this concern was brought up, both parties have worked towards a mutually acceptable resolution that is now in front of the Village Board for approval.

To save from the project being delayed, Tria Architecture, Inc. has been working in good faith with the understanding that these concerns will be resolved.

Staff Direction Request:

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

Attachments:

1. Individual Professional Service Agreements as listed.

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

RESOLUTION
NO. 2023-R-155

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

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

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

RESOLUTION NO. 2023-R-155**A RESOLUTION APPENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE**

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

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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

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-155, **“A RESOLUTION APPENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19th, 2023.

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

VILLAGE CLERK



July 25, 2023

VIA E-MAIL

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

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

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

Dear Mayor Glotz:

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

PROJECT UNDERSTANDING:

I. TRIA Architecture (TRIA) will complete all Architectural Design and structural, mechanical, electrical and fire protection engineering services for you (OWNER), as described herein. This Proposal is based on the following key components:

- A. Design the Support Building to include:
 1. Stage with associated support spaces.
 2. Skate rental office.
 3. Vanilla box flex space for future build-out.
 4. Second floor Public Safety Office.
 5. Basement for HVAC systems and storage.
- B. Design the VIP building to include:
 1. Indoor seating space with a kitchenette.
 2. Two single user restrooms.
 3. Janitor's closet.
 4. Outdoor seating area.
 5. Public safety roof deck viewing area.
- C. A Vanilla Box (shell and core only) Hospitality Building to include:
 1. Unfinished first floor spaces for future bar/restaurant build-out.
 2. Finished concessions area for plaza use.
 3. Finished toilet rooms for plaza use.
 4. Unfinished second floor space for future build-out.

Mayor Michael Glotz, Village of Tinley Park (OWNER)

Proposal for Professional Services –

Design Development, Construction Documents, and Bidding and Negotiations

Harmony Square

6750 North Street, Tinley Park, Illinois 60477

July 19, 2023

Page 3 of 7

5. Unfinished roof deck area for future build-out.

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

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

DESIGN PHASE SERVICES:

I. TRIA will generally field verify visually observable relevant existing conditions for the renovation areas only. No field verification of any kind of the remainder of the site is included in this proposal.

II. TRIA will provide Design Development services.

A. The design will be based on the Schematic Design plans reviewed by the OWNER on July 17, 2023 per OWNER's requested modifications.

B. TRIA will refine the floor plans, develop building elevations, develop primary building and wall sections, determine material selections, and identify the HVAC systems.

C. If approved by the OWNER, TRIA will identify the major design elements for the A/V Systems, Acoustic Design, and Theatrical Lighting Systems per the fee schedule below.

III. TRIA will provide Construction Documents services.

A. Civil (C) Engineering is not provided by TRIA. OWNER shall contract with others for civil engineering services.

B. TRIA will design the Mechanical, Electrical, Plumbing and Fire Protection (M.E.P.FP.) systems as required to accommodate the new design, including:

1. TRIA will design the Heating, Ventilation and Air Conditioning (HVAC) system for the buildings.

a. HVAC at vanilla box locations (hospitality building and flex spaces within support building) will include the design of a primary HVAC unit with ductwork stubbed into space for heating and cooling.

2. TRIA will design the electrical system for the building including:

a. General power and lighting.

b. Building mounted site lighting.

c. An addressable fire alarm system.

d. Telecommunications utility entrances (Voice, Data, Internet, Security, Television) is not provided by TRIA. OWNER shall contract with others to provide such services.

e. No specialized engineering such as security, intelligent lighting, voice, data, etc. design is included in this proposal.

f. All conduit and junction box locations for low voltage systems shall be designed for wiring and trim to be provided by OWNER's separate contract with others.

g. Electrical at vanilla box locations (hospitality building and flex spaces within support building) will include the main electrical

TRIA ARCHITECTURE

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

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

Company Main: 630.455.4500 Fax: 630.455.4040

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Harmony Square

6750 North Street, Tinley Park, Illinois 60477

July 19, 2023

Page 4 of 7

panel an basic lighting fixtures.

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Harmony Square

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July 19, 2023

Page 5 of 7

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

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Harmony Square

6750 North Street, Tinley Park, Illinois 60477

July 19, 2023

Page 6 of 7

surrounding properties and provide estimates of noise levels to be expected during concert events.

b. Explore landscape and civil options for mitigating the noise from nearby train traffic.

c. Provide acoustic design for material selection and shape of the venue.

d. Review and comment on progress sketches as design options are developed.

e. Review and comment on the design documents and cost estimates by others.

3. () TRIA will provide Theatrical Lighting Design Services

a. Design Lighting control specifications, to include written narrative describing control intent, programming, functionality and interoperability of systems.

b. Provide: Photometric studies, Luminaire schedules, including specific luminaire type, lamp, driver and power requirements, Luminaire installation details as needed, Luminaire cut-sheets, Coordinate with the Civil Engineer (Under Separate Contract) in order to align lighting needs with respect to the lawn lights.

IV. TRIA will provide permit drawings for review from the Authorities Having Jurisdiction (AHJ's). The permit drawings shall comply with zoning and buildings codes, rules and regulations applicable to TRIA's scope of services.

A. The OWNER will apply for the permit and coordinate the permit process with their Departments.

B. The OWNER will be responsible for all required permitting fees.

C. TRIA will provide all drawing revisions for any permit re-submissions requested by the AHJ's, within our scope of work.

BIDDING PHASE:

I. TRIA will assist the OWNER with all bidding, includes requests for clarifications, preparation of Addenda, and pre-bid meetings.

A. It is assumed for this proposal that there will be two (2) separate Bidding Phases.

II. Soliciting contractors, bid opening, negotiation, and evaluation of the lowest apparent bidder will be by Others under a separate contract.

III. Preparation of construction contracts is not provided by TRIA. OWNER shall provide and cause to be provided construction contracts by others.

CONSTRUCTION PHASE:

I. No Construction Administration services are included in this Agreement. Such services may be provided by TRIA as an Additional Service if so authorized by the OWNER and agreed to the TRIA in a written Additional Services Authorization at an hourly rate or lump sum as agreed by the parties. If Construction Administration services are authorized as an Additional Service, such Additional Service shall be performed in

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Harmony Square

6750 North Street, Tinley Park, Illinois 60477

July 19, 2023

Page 7 of 7

accordance with Article 3.6 of the AIA B101-2017 Standard Form of Agreement between OWNER and Architect unless otherwise stated in the Additional Services Authorization. .

GENERAL ITEMS:

- I. The OWNER shall provide the following existing information to TRIA:
 - A. An electronic copy of the existing site showing all utility locations, M.E.P.FP. equipment details and sizes, if available.
 1. All building covenants, rules and regulations regarding our scope of services are to be provided to TRIA prior to the start of services.
 - B. The most current Hazardous Material reports (lead, asbestos, etc.) for the facility, if any.
 - C. Security, communications, and data systems designs and specifications for incorporation into the Construction Documents.
 - D. Soil testing reports for use by our Structural engineers.
 - E. Material Testing during construction.
- II. This Proposal includes only the items set forth above. In addition to the items identified above as OWNER provided, excluded services include, but are not limited to:
 - A. Furniture, Fixture and Equipment (FF&E) Design.
 - B. ALTA Survey.
 - C. I.D.O.T. Drainage Checklist.
 - D. Environmental Assessments, Mitigation, Or Clean-Up.
 - E. Traffic Studies.
 - F. Tree Survey.
 - G. Alternate Bid Designs.
 - H. Value Engineering.
- III. This Proposal is based upon attendance at up to sixteen (16) OWNER/design meetings, one (1) Board meeting, and up to (4) pre-bid meetings.
 - A. Because of the undetermined length and amount of additional meetings the OWNER may request, TRIA will prepare any presentation materials required and attend any other meetings requested by the OWNER, as an Additional Service on a Time-and-Material basis above and beyond this proposal, including travel.

This Proposal includes and incorporates by reference AIA Document B101 (2017 edition) - Standard Form of Agreement between Owner and Architect, Articles two, three, (except for Article 3.6) five, six, seven, eight (with the litigation as the selected option for section 8.2.4), nine, and ten, inclusive.

In the event of a termination for convenience, the OWNER may use the sealed Construction Documents to complete the construction of the Project upon payment by OWNER of a licensing fee in the amount of ten (10) percent of the total fee for this Project less the fee already paid as of the time of termination; provided however, the OWNER shall have no right to use in progress or unsealed drawings and specifications in the event of a termination for convenience.

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Design Development, Construction Documents, and Bidding and Negotiations

Harmony Square

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July 19, 2023

Page 8 of 7

In the event of a termination for cause, the Owner shall no right to use in progress or unsealed drawings and specifications for any purpose. Upon termination for cause and payment of a licensing fee in the amount of ten (10) percent of the total fee for this Project less the fee already paid as of the time of termination, the Owner may use the sealed Construction Documents, provided however, any use by the OWNER of sealed Construction Documents to complete the Project is at the OWNER's sole risk and responsibility where the basis for termination is claimed defects in the Construction Documents.

We at TRIA Architecture look forward to your direction and working with you.

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Proposal for Professional Services –

Design Development, Construction Documents, and Bidding and Negotiations

Harmony Square

6750 North Street, Tinley Park, Illinois 60477

July 19, 2023

Page 9 of 7

FEE SCHEDULE

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

OPTIONAL ADDITIONAL DESIGN FEES:

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

2023 HOURLY RATES

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

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

Approved by (Sign / Print): [Redacted]

Title: [Redacted]

Date: [Redacted]

Sincerely,



TRIA ARCHITECTURE, INC.
 Ronald E McGrath, AIA, **LEED AP**
 Principal Architect

REM/JP

Attachments: Schematic Design Plans (3)

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

INIT. [Redacted]

Mayor Michael Glotz, Village of Tinley Park (OWNER)

Proposal for Professional Services –

Design Development, Construction Documents, and Bidding and Negotiations

Harmony Square

6750 North Street, Tinley Park, Illinois 60477

July 19, 2023

Page 10 of 7

TERMS AND CONDITIONS

- I. The OWNER will be responsible for all material, printing and distribution costs of progress printings, presentations, office drawings and bid documents. These will be provided through TRIA as a reimbursable expense.
- II. TRIA shall not be liable or responsible for the quality of materials, equipment and fixtures used, nor the quality of workmanship on the project.
- III. The OWNER will provide proportional monthly progress payments throughout the project and final payment upon completion of TRIA's services for that phase.
- IV. If any payment is not paid by the OWNER when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%), or the maximum legal rate, per month until paid.
- V. TRIA reserves the right to cease all services until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, TRIA may institute collection action and the OWNER shall pay all costs of collection, including reasonable attorney fees.
- VI. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the OWNER, and payment is due regardless of suspension or termination of this agreement by either party. Time allotted for permit revisions are deemed inconsequential to the whole project, therefore no portion of the fee will be credited if the project does not go through the permit process.
- VII. This proposal is valid for a period of 45 days. After that period, TRIA will provide a revised proposal for any services.
- VIII. If the services covered by this proposal have not been completed within eight (8) months of the date hereof through no fault of TRIA, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.
- IX. All designs are the property of TRIA and are not to be used for any project without the expressed written consent of TRIA. The OWNER will allow TRIA full access to the site and project to be photographed for use in marketing material. The OWNER will provide a copy of the final approved permit set to TRIA.
- X. To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of TRIA's insurance limits.
- XI. TRIA and the OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with AIA B101 (2017 edition) - Article 9.
- XII. Hourly rates are subject to change at the beginning of every calendar year.
- XIII. TRIA reserves the right to renegotiate the fee should changes in the scope of services occur.
- XIV. All reimbursables will be forwarded with a 1.1 multiplier factor. All additional services will proceed only on a verbal or written "as directed" basis from the OWNER.
- XV. TRIA will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.

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Future
Development

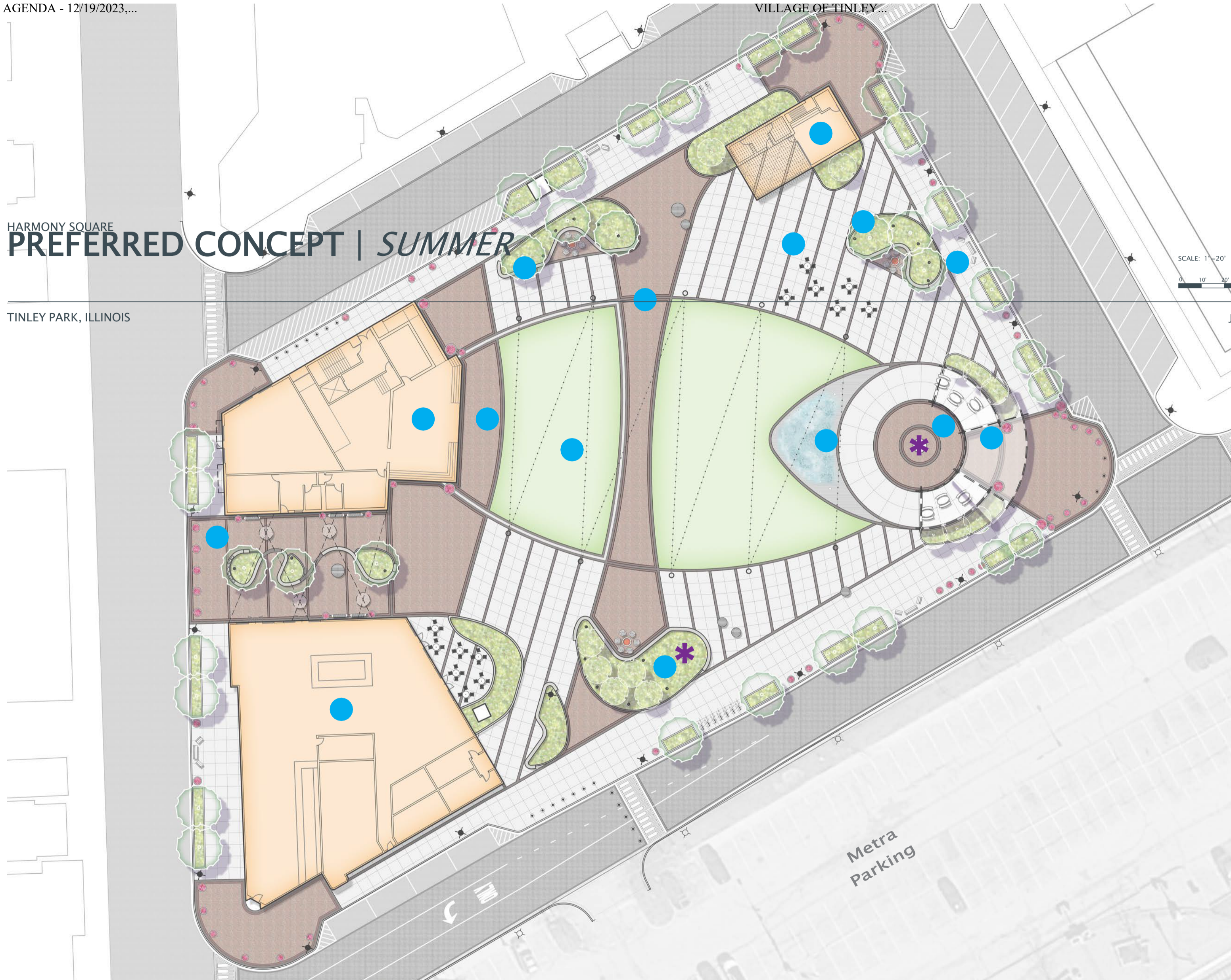
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HARMONY SQUARE PREFERRED CONCEPT | *SUMMER*

TINLEY PARK, ILLINOIS

VILLAGE OF TINLEY...



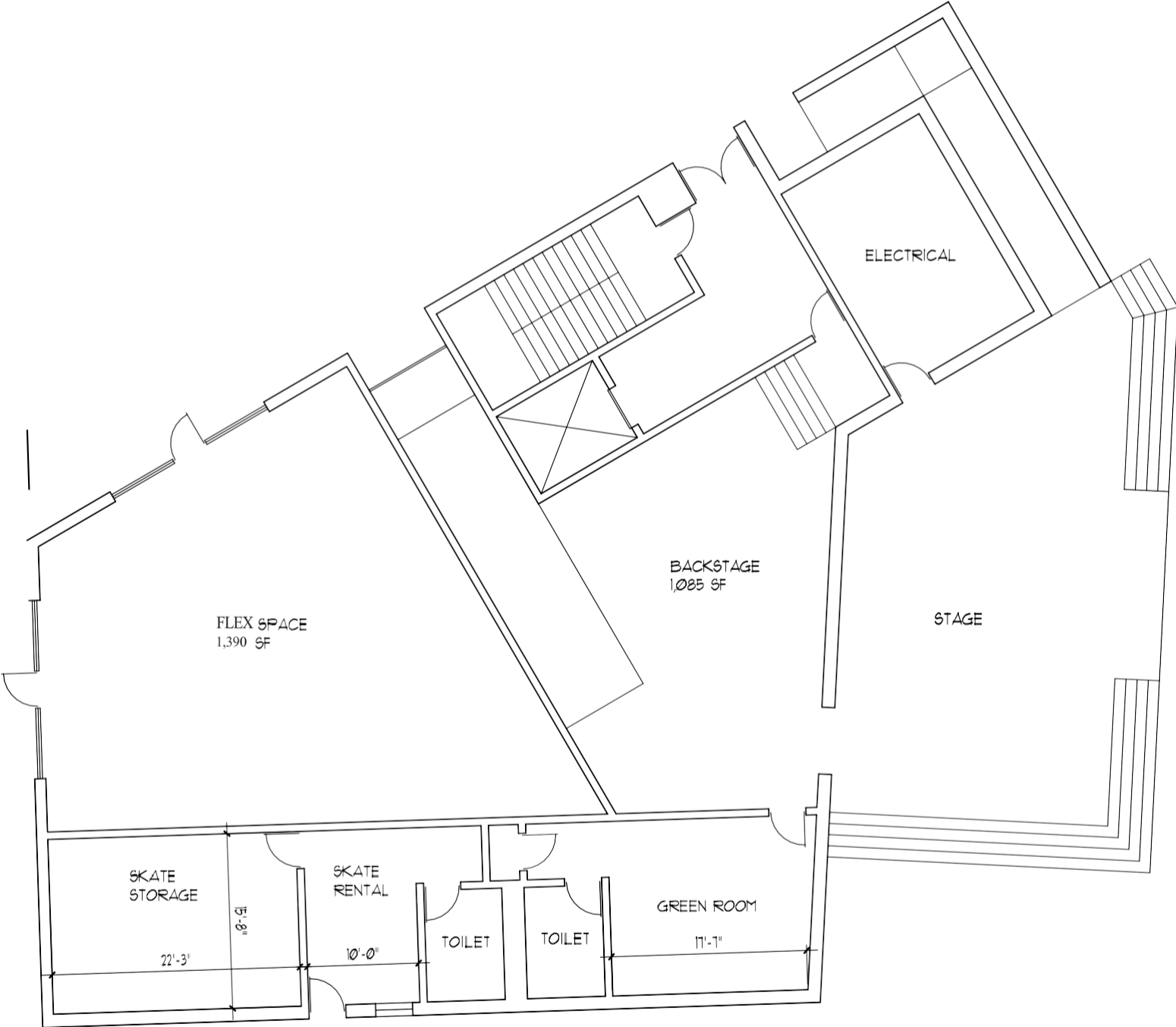
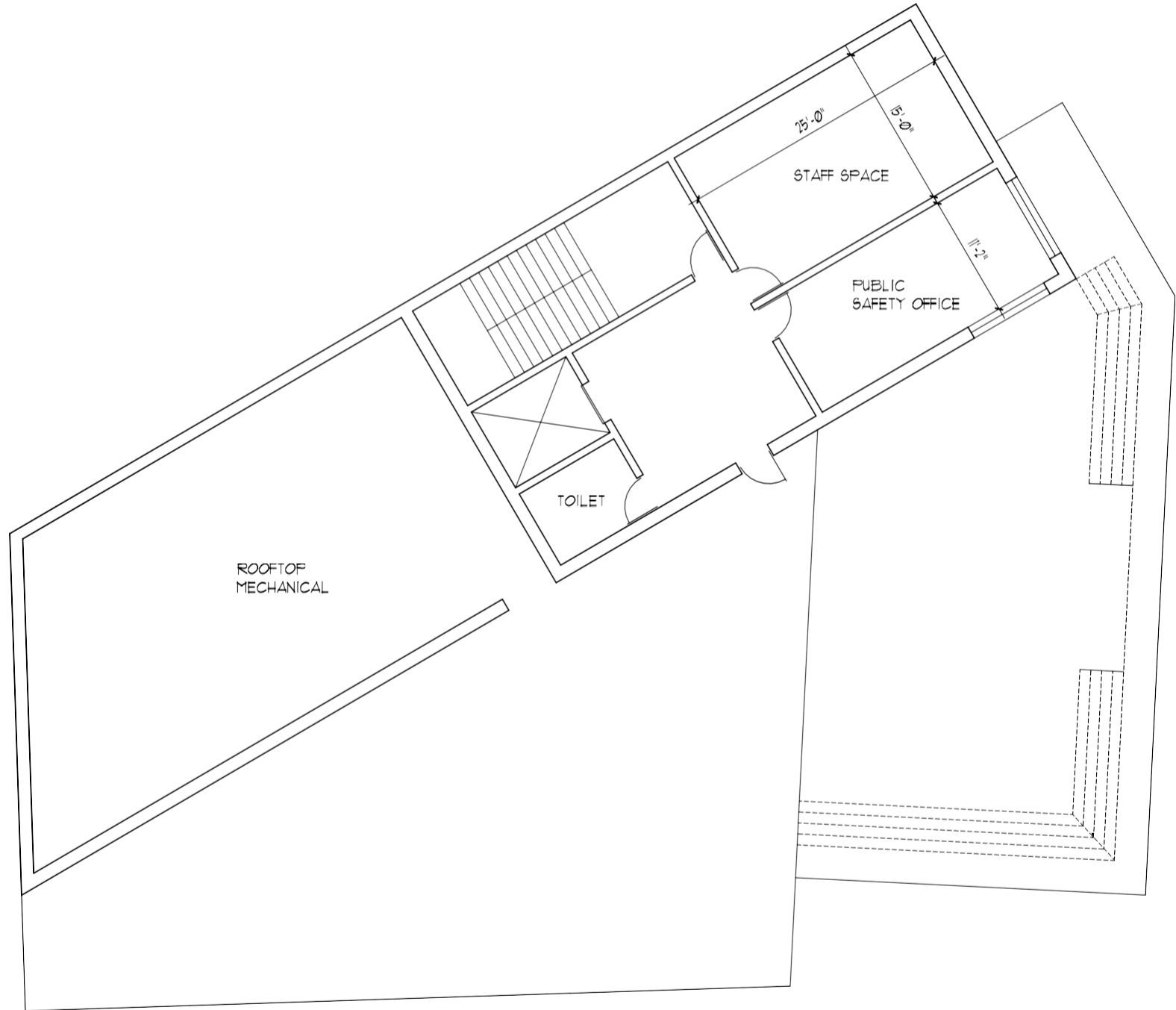
LEGEND

- 1 STAGE, STORAGE & SKATE RENTAL**
 - 30'x50' | Stage
 - Green room
 - Backstage
 - Mechanical room
 - Flex commercial space.
 - Skate rental with storage.
- 2 STAG FOR REVIEW**
 - 2nd floor Village space.
- 3 SYNTHETIC TURF EVENT LAWN**
 - 135'x115' | 14,380 square feet
- 4 PLANTERS WITH FIREPIT NODES**
 - Concrete seatwalls
- 5 SUPPORT BUILDING**
 - VIP indoor space
- 6 FLEX-USE PLAZA AREA**
 - Moveable tables and chairs.
- 7 67TH CT. FESTIVAL EXTENSION**
- 8 HOLIDAY TREE / ART**
- 9 GATEWAY PERGOLA**
 - Overhead structure with seating area at main entry
- 10 WATER FEATURE**
 - 1,250 square feet
- 11 CENTRAL PATHWAY AT LAWN WESTERN**
- 12 ENTRY PLAZA**
 - Seating area with moveable tables, chairs, and art
- 13 OAK PARK AVENUE ENTRY PLAZA**
 - Seating areas with curved seat walls, planters, shade trees and catenary lights
 - Harmony Square sign
- CORNER COMMERCIAL USE**
- * POTENTIAL ART**



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Metra
Parking



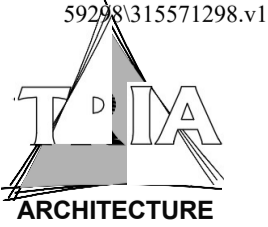
STAGE - SECOND FLOOR PLAN



VILLAGE OF TINLEY PARK - HARMONY SQUARE

TRIA ARCHITECTURE

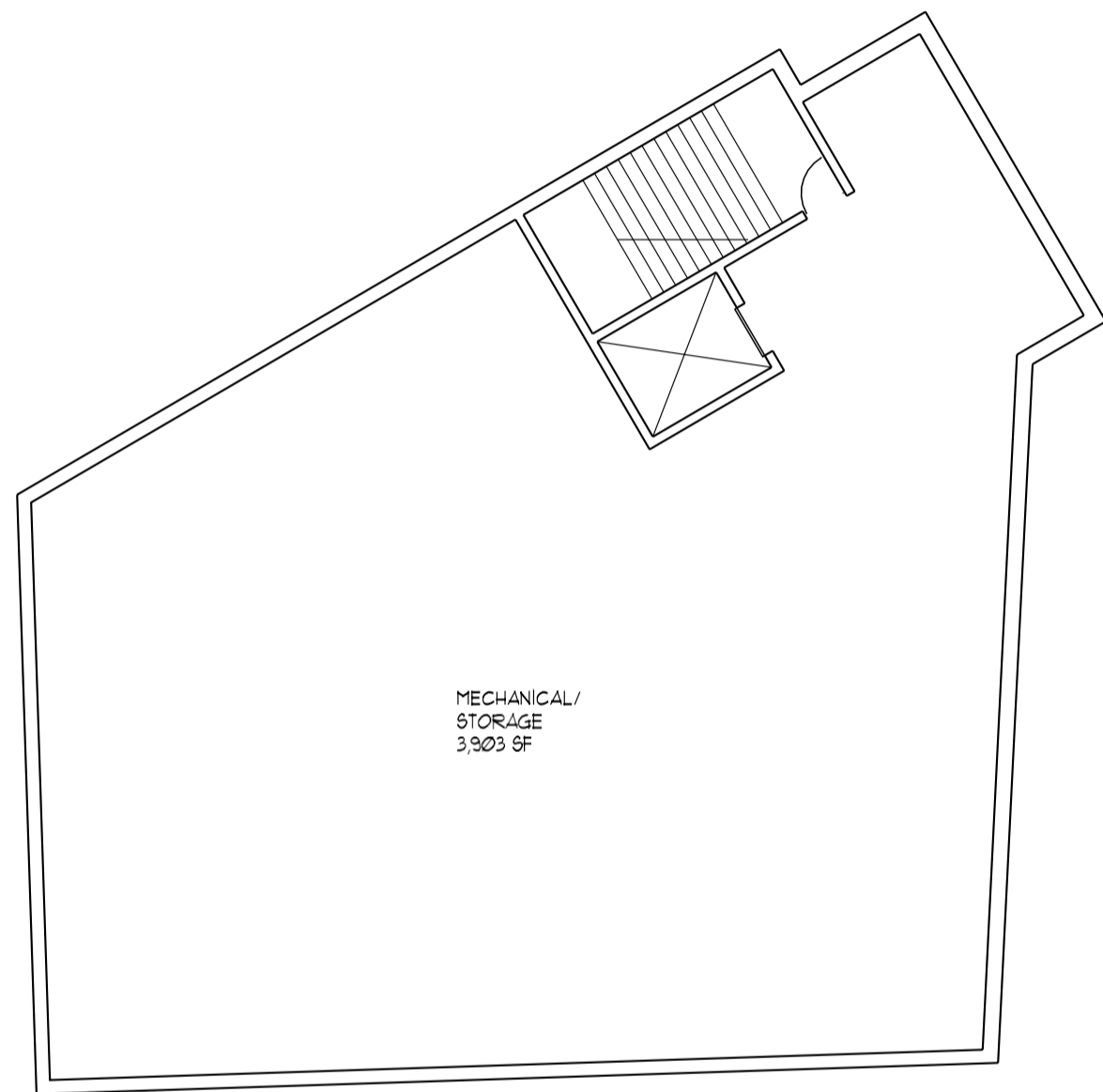
JUNE 1, 2023



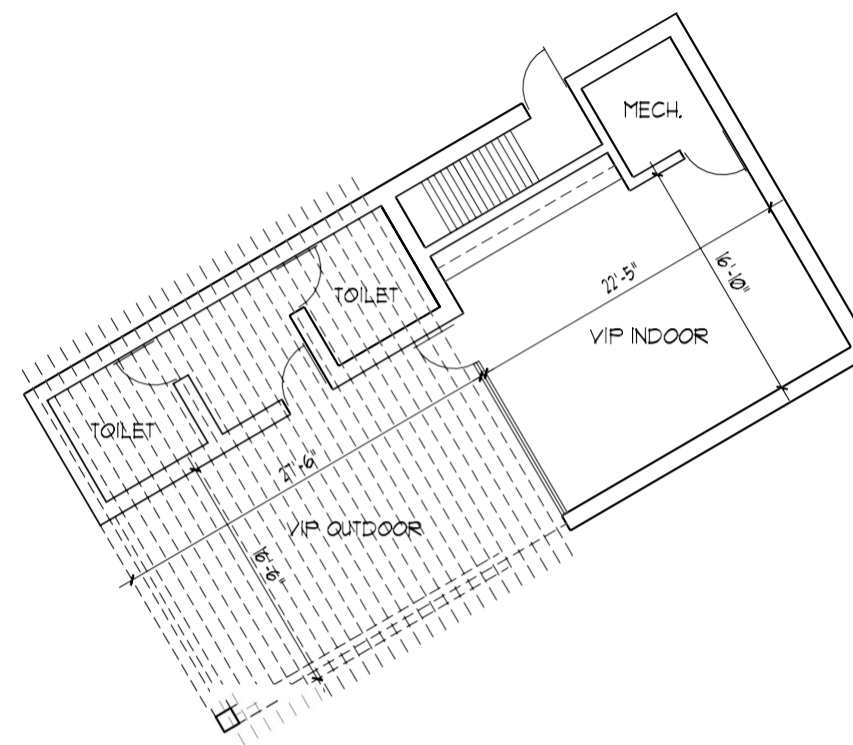
STAGE - FIRST FLOOR PLAN

1/8" = 1'-0"

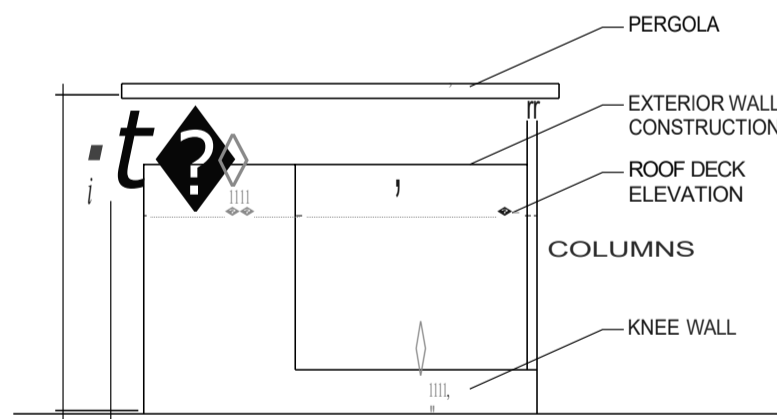




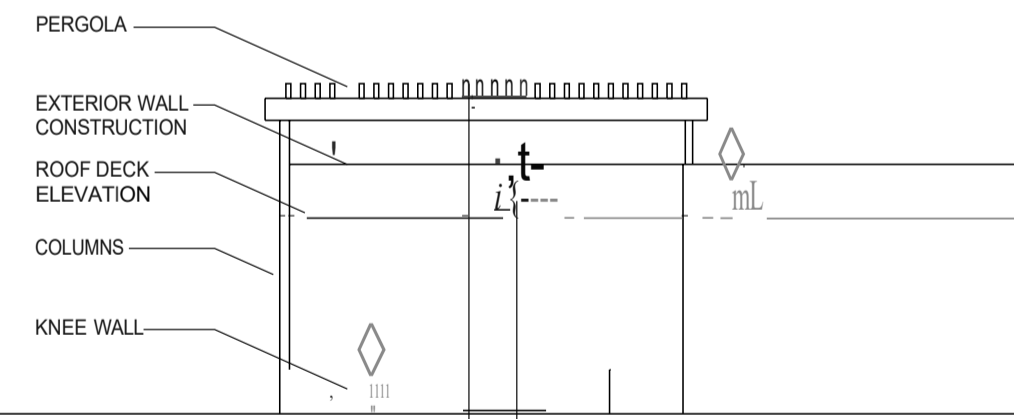
STAGE - BASEMENT FLOOR PLAN
1/8" = 1'-0"



SUPPORT - FIRST FLOOR PLAN
1/8" = 1'-12"



SUPPORT - WEST ELEVATION
1/8" = 1'-0"



SUPPORT - SOUTH ELEVATION
1/8" = 1'-0"

EXHIBIT B

Fee Schedule

Attached to Proposal

EXHIBIT C**Required Insurance**

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

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

EXHIBIT D

Insurance Certificates

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of Sept. ____, 2023 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and TRIA Architecture, Inc. (“Consultant”), collectively the “Parties” for the project commonly known and referred to as Harmony Square, located at 6750 North Street, Tinley Park, IL, (hereinafter “Project”):

I. Services

A. Consultant agrees to provide, as an independent contractor to the Village, the professional services set forth in Exhibit A, attached hereto and made a part hereof, (hereinafter the “Services”), and such other professional services or incidental services, if so authorized by the Village in writing and agreed to by the parties as an Additional Service, (hereinafter “Additional Service”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of Exhibit A and documents referenced in Exhibit A shall control over any term or provision of this Agreement that in any way conflicts with, differs from, or attempts to alter the terms of Exhibit A or documents referenced therein.

B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.

C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of services on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of services on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their services. The Consultant shall be fully responsible to the Village for the negligent or wrongful acts and omissions of its subconsultants, and shall require that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village.

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless , at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, and employees (hereinafter the “Indemnitees”), from damages, liabilities, losses, expenses (including attorneys' fees recoverable under applicable law) incurred by Indemnitee to a third party claimant because of any death, injuries or damages received or sustained by any such third party to the extent caused by a negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising from the performance of any professional services required by this Agreement. Nothing herein shall be construed to require the Consultant to indemnify and hold harmless any indemnitee from its own negligence or fault.

To the extent the claim is covered by Consultant’s general liability and excess/umbrella insurance, Consultant will defend, indemnify and hold harmless, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, employees and volunteers, (hereinafter the “Indemnitees”) from any claims, actions, demands, lawsuits, damages, liabilities, losses and expenses, including attorney’s fees provided as part of the defense obligation, resulting from a third party claim against the Indemnitees for bodily injury, death or damage to property which arises from or is alleged to arise from the negligent operations of the Architect, its officers, agents and/or employees, including any of its subconsultants. In the event that the Village disputes the Consultant or Consultant’s general liability or umbrella/excess liability insurer’s coverage decision, nothing within this provision shall be construed as to limit or otherwise preclude the Village from pursuing legal action to adjudicate the duties and obligations of the Consultant and/or its insurer under the Consultant’s general liability or excess/umbrella policies.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any services under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates of insurance. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, and Village employees, as additional insureds on the Consultant’s general liability insurance policy.

V. REPRESENTATIONS

Consultant represents to the Village that it has the experience and ability to perform the services required by this Agreement and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

All legal notices required by this Agreement shall be given by personal service or certified or registered mail to:

TRIA Architecture, Inc.
901 McClintock Drive, Suite 100
Burr Ridge, IL 60527
Attention: Ronald McGrath

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

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

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding. This provision is in addition to the requirements of the AIA B101, Article 10.1 referenced as incorporated into this Agreement in Exhibit A. Furthermore, the Parties agree that the terms and provisions of this Agreement, inclusive of all Exhibits, shall not be construed against any Party as the drafter or principal drafter of this Agreement.

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

IN WITNESS WHEREOF, the Village of Tinley Park and TRIA Architecture, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK

TRIA ARCHITECTURE, INC.

By: _____
Village Manager

By: _____
Title: _____

DATE: _____

DATE: _____

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

TRIA Architecture, Inc.

Name of Consultant (please print)

Submitted by (signature)

Title

EXHIBIT A**Scope of Professional Services**

Scope of services will generally consist of design of all building structures of Harmony Square, including the Hospitality Building located at the corner of Oak Park Avenue and North Street, the Harmony Square Support and Stage Building located at the corner of Oak Park Avenue and 173rd Street, and the VIP Building for concert viewing. See attached Proposal which sets forth the specific services that are included as part of this Agreement.

EXHIBIT B

Fee Schedule

Attached to Proposal

EXHIBIT C**Required Insurance**

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

- | | |
|---|--------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability – Each Accident: | \$ 500,000 |
| 3. General Liability – | |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| b. General Aggregate: | \$ 2,000,000 |
| 4. The Village and its officers, officials, Village President and Board of Trustees, and Village employees shall be named as additional insureds on the General Liability policy and such policy shall be primary and non-contributory over other insurance carried by the additional insureds. | |
| 5. .Excess or Umbrella Liability -- | |
| a. Each Occurrence: | \$ 3,000,000 |
| b. General Aggregate: | \$ 3,000,000 |
| 6. Automobile Liability --Combined Single Limit | \$1,000,000 |
| 7. Professional Liability – | |
| a. Each Claim Made | \$ 2,000,000 |
| b. Annual Aggregate | \$ 2,000,000 |

EXHIBIT D

Insurance Certificates



Interoffice

Memo

Date: December 5, 2023

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski - Public Works Director

From: Colby C. Zemaitis, PE, CFM – Asst Public Works Director

Subject: Professional Services for Traffic Signals at 80th Avenue and Timber Drive

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

Description: Currently there are no traffic signals located at the intersection of 80th Avenue and Timber Drive. This makes it difficult for vehicles that intend on traveling southbound to enter out onto 80th Avenue when exiting the Metra parking lots and the library from Timber Drive as well as the intersection to get blocked when a Metra train is at the station, not allowing vehicles to cross the intersection whenever trains are present, both of which are dangerous.

The Village has pursued the installation of traffic signals at this intersection in the past; however, the plans were not prepared with the signals being interconnected with the railroad crossing signals which is a requirement of the Illinois Commerce Commission (ICC) for approval nor was an Intersection Design Study (IDS) prepared which is also a ICC approval requirement due to the intersection's close proximity to the crossing.

This work shall consist of Robinson Engineering, Ltd. preparing a Signal Warrant Analysis, Intersection Design Study (IDS) and construction plans and bidding documents for the proposed improvements.

Budget / Finance: Funding is budgeted for in the FY23 Capital Budget (Mental Health Facility TIF: 20-72840).

Total Budget Available:	\$125,000
Engineering Contract Amount:	<u>\$120,000</u>
Remaining Budget Amount:	\$5,000

Staff Direction Request:

1. Approve Professional Engineering Services contract with Robinson Engineering, Ltd. in the amount of \$120,000.
2. Direct Staff as necessary.

Attachments:

1. Proposal for Professional Engineering Services from Robinson Engineering, Ltd.
2. Village of Tinley Park Agreement for Professional Services

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

RESOLUTION
NO. 2023-R-156

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ROBINSON ENGINEERING, LTD. FOR PROFESSIONAL SERVICES FOR
TRAFFIC SIGNALS AT 80TH AVENUE AND TIMBER DRIVE**

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-156**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR PROFESSIONAL SERVICES FOR TRAFFIC SIGNALS AT 80TH AVENUE AND TIMBER DRIVE**

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

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH ROBINSON ENGINEERING, LTD. FOR TRAFFIC SIGNALS AT 80TH AVENUE AND TIMBER DRIVE

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-156, **“A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD FOR PROFESSIONAL SERVICES FOR TRAFFIC SIGNALS AT 80TH AVENUE AND TIMBER DRIVE,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this day of ,2023 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, Ltd. (“Consultant”), collectively the “Parties” for the following project:

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereafter the “Service”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
 - It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. The Consultant shall comply will all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the Payment Terms in the Proposal for Professional Engineering Services attached hereto as Exhibit A and the Fee Schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS

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

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

IV. INSURANCE

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

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

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not

limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, members, directors, partners, agents, employees, or Subconsultants (hereafter "Village's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village's Claims, then the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village's claims shall not be limited.

V. WARRANTY

Consultant represents to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

VI. NOTICE

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

Robinson Engineering Ltd.

17000 South Park Avenue

South Holland, IL 60473

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience.

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

VILLAGE OF TINLEY PARK

ROBINSON ENGINEERING LTD.

By: _____
Village President

By: Yay Calombaris
Its: Director of Operations

DATE: _____

DATE: 12/1/23

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

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

Van Calombaris

Yay Calombaris

Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

Certificate of Compliance with Illinois Human Rights Act

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

Van Calombaris

Yay Calombaris

Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

Certificate Regarding Sexual Harassment Policy

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

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services for Traffic Signals at 80th Avenue and Timber Drive, dated 12/1/23.



12/1/23

Project 07-R0429.01

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

Attn: Mr. John Urbanski, Director of Public Works

RE: **Proposal for Professional Engineering Services**
Traffic Signals at 80th Avenue and Timber Drive

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to design engineering services associated for a signal installation of the intersection of 80th Avenue and Timber Drive within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The intersection of 80th Avenue and Timber Drive is located approximately ¼ mile north of 183rd Street, CH B64. The east leg of Timber Lane serves as an entrance for two METRA commuter parking lots and also for the Tinley Park Library. The west leg serves as an entrance for a residential subdivision. In order to maintain traffic flow and reduce the delay of the east leg of the intersection, the Village of Tinley Park has had to provide police officers to direct traffic at certain times in the past. A traffic signal is proposed at the intersection to eliminate the need for the police officers, and to maintain acceptable traffic flow throughout the day.

REL will prepare a Signal Warrant Analysis, Intersection Design Study (IDS) and construction plans and bidding documents for these proposed traffic signals and traffic signal interconnect along 80th Avenue from 185th Street to 179th Street.

2. SCOPE OF SERVICES

A. Topographic Survey

REL will locate the improvements of the entire intersection including through north of the railroad tracks and generate a topographic survey.

The topographic survey will include, but not be limited to, collecting existing grades and locations of all visible improvements, including railroad signal equipment, and Village and Cook County utilities. The location of other underground utilities will be shown with use of record maps provided to us by owner of utility companies. The location of traffic signals and associated equipment for the proposed interconnect will be shown with the use of record drawings for 179th Street and proposed plans for 185th Street and 183rd Street, since 80th Avenue is currently under construction just south of our proposed improvements.

B. Data Collection

REL will use Miovision technology to obtain traffic counts and provide the following:

- Traffic Counts with Vehicle Types
- Signal Warrant Analysis
- IDS with Capacity Analysis and Queue Calculations

C. Preparation of Engineering Plans and Specifications

Based on the above data gathered, REL will prepare engineering plans and specifications with the following elements:

- Coordination with Village staff
- Cook County Submittal, Reviews and Coordination
- ICC Submittal, Reviews and Coordination for the Railroad Tracks
- Coordination with Metra and other utility companies
- General project administration
- Traffic Signal Plans and Signal Interconnect Plans in AutoCAD format
- Preparation of construction details
- Preparation of specifications
- Preparation of probable construction cost/bid schedule
- Quality control/quality assurance review process

D. Project Bidding

Once the project is designed and the Village authorizes the project to proceed to construction, the project will be bid. REL will assist the Village with advertising the project by contacting contractors who typically perform this type of work. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

E. Construction Engineering

REL will perform construction engineering services consisting of the following:

- Coordination with the Village
- Submittal review
- Survey layout of the proposed design
- Responses to contractor inquiries

Should the Village request Construction Observation services, they would consist of the following:

Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general

if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

3. PAYMENT TERMS

REL proposes to perform the design phase of the project (Items A. through D.) for a lump sum fee of \$120,000. This fee is based on our understanding of the project and experience with similar projects.

Construction engineering (Item E.) will be charged on an hourly basis.

4. STANDARD TERMS AND CONDITIONS

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

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

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions (“Agreement”).

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL’s services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client’s consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL’s estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL’s compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL’s services is impaired, or REL’s services are delayed or suspended, then the time for completion of REL’s services, and the rates and amounts of REL’s compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL’s scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL’s services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL’s independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL’s independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL’s independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL’s opinions of probable Construction Cost (if any) are to be made on the basis of REL’s experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client’s sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor’s work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor’s furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL’s independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL’s insurers or in settlement or satisfaction, in whole or in part, of Client’s Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL’s insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____

EXHIBIT B

Fee Schedule

**Attached to Proposal Engineering
Services Agreement**

Classification	Rate
Principal Engineer 1	\$219.00
Senior Project Manager 1 / 2	\$199.00 / \$209.00
Senior Engineer 1 / 2 / 3	\$176.00 / \$189.00 / \$197.00
Project Engineer 1 / 2 / 3 / 4	\$140.00 / \$148.00 / \$158.00 / \$169.00
Project Manager 1 / 2 / 3	\$148.00 / \$156.00 / \$166.00
Engineering Technician	\$140.00
Chief Land Surveyor	\$176.00
Land Surveyor 1 / 2 / 3	\$134.00 / \$151.00 / \$164.00
Surveying Technologist 1 / 2	\$119.00 / \$134.00
Senior Planner	\$166.00
Planner	\$145.00
Project Scientist	\$164.00
Grant Writer 1 / 2	\$102.00 / \$121.00
Project Developer 1 / 2 / 3	\$119.00 / \$159.00 / \$181.00
GIS Coordinator	\$176.00
GIS Developer	\$144.00
GIS Technologist	\$117.00
CAD Manager	\$166.00
CAD Designer	\$145.00
CAD Technologist 1 / 2	\$110.00 / \$126.00
Resident Engineer 1 / 2 / 3	\$140.00 / \$156.00 / \$168.00
Resident Engineering Representative 1 / 2 / 3	\$139.00 / \$145.00 / \$153.00
Field Superintendent	\$185.00
Assistant Field Superintendent	\$175.00
Field Crew Chief	\$139.00
Field Crew Member 1 / 2	\$89.00 / \$106.00
Operations Manager	\$156.00
Operations Coordinator	\$112.00
Operator 1 / 2 / 3	\$96.00 / \$102.00 / \$109.00
IT Technologist / IT Coordinator	\$119.00 / \$159.00
Administrative 1 / 2	\$89.00 / \$101.00
Project Administration	\$117.00
Intern / Engineering Intern	\$59.00
1 Man Field Crew - Prevailing Wage*	\$185.00
2 Man Field Crew - Prevailing Wage*	\$310.00

- Rates are subject to revision on or after 1/1/2025.
- Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%
- *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.



EXHIBIT C**Required Insurance**

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

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

EXHIBIT D

Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2022

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: Certificates Team PHONE (A/C, No, Ext): 708-845-3917 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hanover Insurance Company	NAIC # 22292
INSURED Robinson Engineering Ltd 17000 South Park Avenue South Holland IL 60473		INSURER B : Harleysville Preferred Insurance Company	35696
		INSURER C : Harleysville Worcester Insurance Company	26182
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1724481703 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0000004885BU	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMB0000004888BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N/A		Y	WC0000004886BU	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/Pollution Liability			MPA0000004887BU	1/1/2023	1/1/2024	Occ / Agg Limit 2,000,000
A	Cyber Liability			LHC-H475039-01	1/1/2023	1/1/2024	Limit 1,000,000
B	Drone Liability			MPA0000004887BU	1/1/2023	1/1/2024	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.
 Additionally Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys.

CERTIFICATE HOLDER

CANCELLATION

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

Memo

Date: November 29, 2023

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski - Public Works Director

From: Colby C. Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Helipad Improvements – Construction Engineering Services Contract

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

Description: The Village utilized the Illinois Department of Transportation's (IDOT) QBS (Qualifications-Based Selection) process in selecting the Engineering Consultant to assist with the design, cost estimate, Bidding Services and Construction Oversight for the Helipad Aircraft Pavement Improvement project. Two (2) consultants submitted RFQ (Request for Qualifications) packets which the Village reviewed, rated, interviewed, and selected Primera Engineers, Ltd. IDOT was notified and concurred with the Village's selection.

Primera's Professional Construction Engineering Services includes shop drawing reviews, preparation of supplementary sketches and cost estimates, material certifications, preparing record drawings, pre-construction conference organization, daily construction observation, field testing, final inspection and preparation and providing Public Works periodic project reports.

Budget / Finance: Funding for Engineering and Construction is budgeted with TIF dollars in the FY24 Capital Fund Budget (20-00-000-75814). Grant funds have been allocated to the project in the amount of \$1,440,000 and overall budget is \$2,444,510.

Staff Direction Request:

1. Approve Professional Construction Engineering Services Contract to Primera Engineers, Inc. in the amount of \$230,850.
2. Direct Staff as necessary.

Attachment:

1. Professional Construction Engineering Services Agreement with Primera Engineers, Inc.

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

RESOLUTION
NO. 2023-R-157

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS –
CONSTRUCTION ENGINEERING SERVICES**

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

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

RESOLUTION NO. 2023-R-157**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – CONSTRUCTION ENGINEERING SERVICES**

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

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES EFFECTIVE JUNE 2012

PRIMERA PROJECT # 20220379.00

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-157, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – CONSTRUCTION ENGINEERING SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

 VILLAGE CLERK

20220379.00

Primera

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by

The Illinois Department of Transportation

Division of Aeronautics

Effective: June 2012

- PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN CONSTRUCTION PHASE SERVICES
- DESIGN PHASE SERVICES PLANNING AND SPECIAL SERVICES

THIS AGREEMENT, made effective at Tinley Park, Illinois on the _____ day of October in the year **2023**, by and between the **Village of Tinley Park**, an Illinois home-rule municipality, (hereinafter referred to as the "Sponsor"), and **Primera Engineers, Ltd.** (hereinafter referred to as the "Consultant"). This Agreement expires five years from the date of execution.

WITNESSETH:

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the **Tinley Park Heliport Heliport (TF8)** in Cook County, state of Illinois; and the project shall be identified as the Illinois Project No. **TF8-5050**, State Block Grant Project No. (N/A). The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I. H., Detailed Scope of Services): **Heliport Aircraft Pavement Improvements - Construction Phase Services (Base Bid and Additive Alternates 1 and 3)**.

A detailed sketch of the proposed work, labeled **ATTACHMENT P**, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to *"regulate and supervise aeronautics within this state"*, with "aeronautics" defined as *"...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports..."*. The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department.

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Primera

Financial assistance may include reimbursement to eligible airport Sponsors for engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds. Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN (NOT APPLICABLE)

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J - Testing Schedule & ATTACHMENT K - Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment. The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E - Engineering Report. The report will include an analysis of preliminary surveys, geo-technical testing and alternative designs and include final project design recommendations.

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The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (**ATTACHMENT R**). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS A / A1**.

B. DESIGN PHASE SERVICES (NOT APPLICABLE)

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, **ATTACHMENT Q**, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS B / B1**. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and Construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS C / C1**.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

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b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in **2.b.** thru **2.f.** below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department - see **Paragraph I. H.**) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

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- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

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d. FINAL INSPECTION

Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

e. SAFEGUARD THE SPONSOR

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work.

The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.

f. OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Sponsor, including surveys, sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III. B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

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D. PLANNING AND SPECIAL SERVICES (NOT APPLICABLE)

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services is prescribed in Paragraph I. H., with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions - sealed by the Consultant and executed by the Sponsor.
6. One copy of the Construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (**ATTACHMENT N**).
8. Executed DBE Final Documentation (**ATTACHMENT O**).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

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Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc.) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc.) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as **ATTACHMENT R** of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES

PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN

(Not Applicable)

DESIGN PHASE SERVICES

(Not Applicable)

CONSTRUCTION PHASE

As-bid Construction Cost: \$1,262,710.82 {Base Bid and Additive Alternates 1 and 3}

The Consultant is to provide full-time, on-site services from the date of work start through final inspection and acceptance. Based upon the Opinion of Probable Construction Duration prepared by the Project Engineer and approved by the Division, with the Base Bid and Additive Alternates 1 and 3, the contractor work period includes 103 calendar days, with 56 working days.

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In covering these 103 Contract calendar days, the Consultant's field Resident Technician is to work under the supervision of the Consultant's part-time Resident Engineer dedicated to the project. The Resident Technician is to be present on-site during 92 site days, including the Pre-construction Meeting (one day), Final Inspection (one day), and during unscheduled/unplanned non-work days and partial work days, caused by weather and contractor work/task re-scheduling. {The on-site days estimate of 90 is based upon the current trend of six (6) day work-weeks and/or extended work days common with area contractors.}

The Resident Engineer will be on-site along with the Resident Technician during the Pre-construction Meeting (one day), the Final Inspection (one day), during critical inspection and quality control days, such as paving days, and for Weekly On-site Construction Meetings; for a total of 34 site days. Further, after the Final Inspection, the Resident Engineer will complete, in the field and in the office, all final project close-out procedures, including preparing Record Drawings, final project records and Materials Documentation, over a five (5) working day period.

The Consultant's Project Manager is to attend the Pre-construction Meeting and the Final Inspection Meeting, and will attend the Construction Site Meetings on a bi-weekly basis (ten (10) total). Project Manager effort in resolving critical matters, coordinating staff, and reviewing progress will be finished on a basis of five (5) hours per week (fifteen (15) weeks).

The Project Engineer will furnish shop drawing review of materials for the significant number of Project pay items (ten (10) days) and plan interpretation and sketch preparation (five (5) hours per week for fifteen (15) weeks). Record Drawings will be by Engineer at two (2) days.

Materials testing (field and laboratory) will be performed/furnished by the Consultant's materials and paving subconsultant (NASHnal Soil Testing, LLC), and will be provided as specified in the Standard Specifications and Special Provisions.

As it is anticipated that the Contractor will make use of the Consultant's design files, no field time for the Consultant's Survey Crew is anticipated. Additional surveying for grade checks, cross-sections and related earthwork pay item quantities is not contemplated, as it is assumed that the contractor will agree to "Agreement(s) to Plan Quantity".

PLANNING AND SPECIAL SERVICES

(Not Applicable)

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (**ATTACHMENTS G & H**). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

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Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN (NOT APPLICABLE)

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I. H., Detailed Scope of Services,

1. a lump sum payment of **(Not Applicable)** (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES (NOT APPLICABLE)

For services outlined in Section I. B., Design Phase Services, and further detailed in Section I. H., Detailed Scope of Services,

1. a cost plus a fixed payment of **(Not Applicable)**, total amount not to exceed **(Not Applicable)**, unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of **(Not Applicable)**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I. F.) are approved and accepted by the Department.

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C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I. C., Construction Phase Services, and further detailed in Section I. H., Detailed Scope of Services,

1. a cost plus a fixed payment of **\$26,253.00**, total amount not to exceed **\$230,850.00**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES (NOT APPLICABLE)

For services outlined in Section I. D., Planning and Special Services, and further detailed in Section I. H., Detailed Scope of Services,

1. a cost plus a fixed payment of **(Not Applicable)**, total amount not to exceed **(Not Applicable)**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of the proposed construction projects unless extended by the Department.
2. a lump sum payment of **(Not Applicable)**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

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III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III. HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

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C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, Sponsor, nor Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I. G.)**G. SUBLET AGREEMENT**

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

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H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see **Section I.G., Notice to Proceed** and **Section II., Consultant Compensation**).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to –
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(l); FAA Order 5100.38)

(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

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K. CERTIFICATION OF CAPACITY TO CONTRACT
(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 ½% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III. X., of this agreement.

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L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)

(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The Village of Tinley Park, Illinois, an Illinois home-rule municipality, hereby certifies that it has completed the prescribed qualifications based consultant selection procedures. The firm of **Primera Engineers, Ltd.**, of **Chicago, Illinois**, has been selected to provide the engineering services required for the project on the **fourteenth day of July, 2022**.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. *The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.*
2. *The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.*
3. *The undersigned determine that this change is in the best interest of the State and is authorized by law.*

Date: _____

Sign Name: _____

Print Name: _____

Title: _____

Example

Any professional services effort performed beyond the not-to-exceed limits expressed in **Section II. Consultant Compensation**, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the **President** and duly authorized representative of the firm **Primera Engineers, Ltd.**, whose address is **550 West Jackson Boulevard, Chicago, Illinois 60661**, and that neither I nor the above firm I here represent has:

20220379.00
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1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date: _____ day of October, 2023

Name/Title: _____

Erin Inman
 Erin M. Inman, P. E.
 President/Secretary

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is **36-3520747**. This firm is doing business as a (please check one):

Individual

Partnership

Corporation"

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P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13)- The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <https://webapps.dot.illinois.gov/UCP/ExternalSearch>. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: NASHnal Soil Testing, LLC
Subcontract Amount: \$23,541.00

Participation Category	Percent of Work	DBE Certification
NAICS 541380 Testing Laboratories & Services	10.20%	Illinois UCP

NOTE: All final payments requests shall contain completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85 909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

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S. CONFLICT OF INTEREST
(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION
(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

#IDHR PC-1/IL 442-0010

IDHR # 115012-00

V. EDUCATIONAL LOAN DEFAULT
(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE
(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:

(a) Publish a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.

20220379.00

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- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Consultant policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- (d) Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- (f) Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- (g) Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

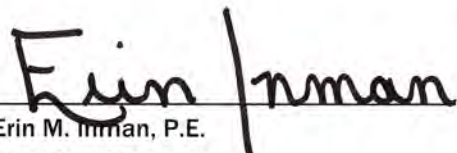
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The undersigned, being a duly authorized officer and the duly elected President/Secretary and Vice President/Chief Financial Officer of **Primera Engineers, Ltd.**, a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 ½% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

Date: _____ day of October, 2023

Primera Engineers, Ltd.
Corporation

By: 
Erin M. Inman, P.E.
President/Secretary

By: 
Melissa Clark
Vice President/Chief Financial Officer

Y. CERTIFICATION REGARDING LOBBYING
(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

20220379.00

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3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

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EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS
(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE
(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

20220379.00

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The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS (Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. BAN ON TEXTING WHILE DRIVING (Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or sub-grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

20220379.00

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- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Tinley Park, Illinois, effective the _____ day of October, 2023.

ATTEST:

(SEAL)

VILLAGE OF TINLEY PARK, ILLINOIS
 FEIN _____
 (Federal Employee's Identification Number)

By: _____
 Nancy M. O'Connor
 Village Clerk

By: _____
 Michael W. Glotz
 Mayor

ATTEST:

(SEAL)

PRIMERA ENGINEERS, LTD.
 FEIN 36-3520747
 (Federal Employee's Identification Number)

By: Melissa Clark
 Melissa Clark
 Vice President/Chief Financial Officer

By: Erin Inman
 Erin M. Inman, P.E.
 President/Secretary

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LIST OF ATTACHMENTS

ATTACHMENT A / A1 -	PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES <i>NOT APPLICABLE</i> ESTIMATE OF COSTS / SALARY EXPENSES <i>NOT APPLICABLE</i>
ATTACHMENT B / B1 -	DESIGN PHASE SERVICES <i>NOT APPLICABLE</i> ESTIMATE OF COSTS / SALARY EXPENSES <i>NOT APPLICABLE</i>
ATTACHMENT C / C-1	CONSTRUCTION PHASE SERVICES ESTIMATE OF COSTS / SALARY EXPENSES / LABOR BREAKDOWN
ATTACHMENT D / D1 -	PLANNING AND SPECIAL SERVICES <i>NOT APPLICABLE</i> ESTIMATE OF COSTS / SALARY EXPENSES <i>NOT APPLICABLE</i>
ATTACHMENT E -	ENGINEERING REPORT (General Guidance) <i>NOT APPLICABLE</i>
ATTACHMENT F -	RESIDENT ENGINEER'S DIARY (Standard Format)
ATTACHMENT G -	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
ATTACHMENT H -	LUMP SUM INVOICE (Standard Format) <i>NOT APPLICABLE</i>
ATTACHMENT I -	EFFORT DETAIL BREAKDOWN (Standard Format)
ATTACHMENT J -	TESTING SCHEDULE
ATTACHMENT K -	TESTING RATES & COST SUMMARY
ATTACHMENT L -	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
ATTACHMENT M -	SUMMARY OF OVERHEAD AND INDIRECT COSTS
ATTACHMENT N -	PROJECT CERTIFICATION
ATTACHMENT O -	DBE FINAL DOCUMENTATION
ATTACHMENT P -	PROJECT SKETCH
ATTACHMENT Q -	PROJECT LETTING SCHEDULE
ATTACHMENT R -	OP&P PROGRAM LETTER
ATTACHMENT S -	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
ATTACHMENT T -	OPINION OF PROBABLE CONSTRUCTION DURATION
ATTACHMENT U -	RETAINER AGREEMENT

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ATTACHMENT A
PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES
Estimate of Costs

CATEGORY	AMOUNT
1. <u>Direct Salary Costs</u>	\$0.00
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021)	126.50% 0.00
3. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	0.00
Printing	0.00
Transportation Costs ² - from Below	0.00
Other Costs (excluding Outside Services) - from Below	0.00
4. <u>Fixed Payment</u> ⁵	0.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below	0.00
Total Amount Not to Exceed (Lump Sum)	\$0.00

Estimated cost of total professional design phase services from TIP: **Not Applicable**

	Unit	Unit Cost	No. Units	Extended Cost
3. Transportation Costs ²				
Vehicle (Owned or Leased)	Day	\$65.00	0.0	\$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	<u>0.00</u>
Total				\$0.00

	Unit	Unit Cost	No. Units	Extended Cost
3. Other Costs (excluding Outside Services)				
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				<u>0.00</u>
Total				\$0.00

	Unit	Unit Cost	No. Units	Cost
5. Outside Services				
Per diem Meals ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant				<u>0.00</u>
Total				\$0.00

20220379.00

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ATTACHMENT A-1
PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES
Estimate of Salary Expenses

Position	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	0.0	\$0.00	\$0.00

20220379.00

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ATTACHMENT B
DESIGN PHASE SERVICES
Estimate of Costs

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1. <u>Direct Salary Costs</u>			\$0.00
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021)	126.50%		0.00
3. <u>Direct Nonsalary Expenses</u>			
Materials and Supplies			0.00
Printing			0.00
Transportation Costs ² - from Below			0.00
Other Costs (excluding Outside Services) - from Below			0.00
4. <u>Fixed Payment</u> ⁵			0.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below			0.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)			50.00

Preliminary Design Construction Estimate: **Not Applicable**

3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	\$65.00	0.0	\$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	<u>0.00</u>
Total				\$0.00

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				<u>0.00</u>
Total				\$0.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem Meals ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant				<u>0.00</u>
Total				\$0.00

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ATTACHMENT B-1
 DESIGN PHASE SERVICES
 Estimate of Salary Expenses

Classification	2023 Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	0.0	\$0.00	\$0.00

20220379.00

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**ATTACHMENT C
CONSTRUCTION PHASE SERVICES
Estimate of Costs**

Category		Amount
1. <u>Direct Salary Costs</u>		\$76,168.59
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021)	126.50%	96,353.27
3. <u>Direct Nonsalary Expenses</u>		
Materials and Supplies		0.00
Printing (Record Drawings on CD)		0.00
Transportation Costs ² - from Below		8,387.50
Other Costs (excluding Outside Services) - from Below		150.00
4. <u>Fixed Payment</u> ⁵		26,253.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below		23,541.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)		\$230,850.00

Contract Calendar Days: 103

Estimated Days On-site: 90 for RT; 34 for RE

3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	\$65.00	124.0	\$8,060.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	500.0	<u>327.50</u>
Total				\$8,387.50

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				<u>150.00</u>
Total				\$150.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant - Field and Lab Testing (NASHnal)				<u>23,541.00</u>
Total				\$23,541.00

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**ATTACHMENT C-1
CONSTRUCTION PHASE SERVICES
Estimate of Salary Expenses**

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	135.0	80.52	10,870.20
Project Engineer (Engineer 4)	155.0	72.77	11,279.35
Resident Engineer (Engineer 3)	312.0	51.38	16,030.56
Engineer (Engineer 2)	16.0	39.68	634.88
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	720.0	51.88	37,353.60
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	1,338.0	\$56.93	\$76,168.59

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ATTACHMENT D
 PLANNING AND SPECIAL SERVICES
 Estimate of Costs

Item	Quantity	Unit Cost	Amount
1. <u>Direct Salary Costs</u>			\$0.00
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021)	126.50%		0.00
3. <u>Direct Nonsalary Expenses</u>			
Materials and Supplies			0.00
Printing			0.00
Transportation Costs ² - from Below			0.00
Other Costs (excluding Outside Services) - from Below			0.00
4. <u>Fixed Payment</u> ⁵			0.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below			0.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)			\$0.00

Item	Unit	Unit Cost	No. Units	Extended Cost
3. Transportation Costs ²				
Vehicle (Owned or Leased))	Day	\$65.00	0.0	\$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	<u>0.00</u>
Total				\$0.00

Item	Unit	Unit Cost	No. Units	Extended Cost
3. Other Costs (excluding Outside Services)				
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				<u>0.00</u>
Total				\$0.00

Item	Unit	Unit Cost	No. Units	Cost
5. Outside Services				
Per diem ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant				<u>0.00</u>
Total				\$0.00

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ATTACHMENT D-1
 PLANNING AND SPECIAL SERVICES
 Estimate of Salary Expenses

Position/Grade	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	0.0	\$0.00	\$0.00

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NOTES FOR ATTACHMENTS A THROUGH D

1. A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
2. Current approved rates established by State of Illinois - Governors Travel Control Board.
3. Shall not be used in calculation of fixed payment amount.
4. CADD is incorporated into the approved overhead and burden rate.
5. Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + Other Costs (excluding outside services)].

ATTACHMENT E
ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data input and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2E (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

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ATTACHMENT F

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Resident Engineer's Diary

Airport: _____ Date: _____
Contractor: _____ IL Project No.: _____ AIP Project _____
Temperature: _____ °F Wind: _____ Weather Conditions: _____
Status: Active Suspended Jobsite Conditions: Workable Non-workable

Controlling Item:

Workforce

Consultant (# of people, hours): _____
Contractor (# of people, equipment, hours): _____

Daily Work

Pay items / General Location: _____

Instructions to Contractor / Unusual Events: _____

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action): _____

Other: _____

Calendar Days: _____ Awarded _____ DBE Onsite?: (yes or no) _____
Charged _____ Own forces used?:
Remaining _____ Own equipment used?:

Submitted By: _____ Firm: _____ Date: _____

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ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

To: _____, Chief Engineer
Illinois Department of Transportation
Division of Aeronautics
Abraham Lincoln Capital Airport,
1 Langhorne Bond Drive
Springfield, IL. 62707-8415

From (Firm): _____

Address: _____

Telephone No. () _____

INVOICE # _____, Date _____

Attn: _____, Section Chief

[] Partial [] Final

Airport _____ Municipality _____, IL

IL Proj. No. _____ Federal Proj. No. _____

Notice to Proceed Date (OP&P program letter or Sponsor authorization): _____

Per A/E Agreement / Amendment dated: _____

Services (check only those services pertaining to invoice):

- Preliminary Phase Services
Design Phase Services
Construction Phase Services
Planning and Special Services
Other ()
Amendment(s)

Service Dates:

For Services Rendered From (date): _____

To (date): _____

- (1) Direct Salaries to Date. \$
(2) Payroll Burden and Overhead (%). \$
(3) Other Direct Salaries. \$
(4) Profit - (Fixed Payment \$ x % Complete). \$
(5) SUBTOTAL. \$
(6) Direct Costs of Services by Others. \$
(7) Direct Costs, Travel and In-plant. \$
(8) TOTAL AMOUNT EARNED To Date: (5) + (6) + (7). \$
(9) Maximum Payable (per Engineering Agreement). \$
(10) Less Total Amounts Previously Invoiced. \$
(11) PAYMENT DUE THIS INVOICE. \$

I certify that to the best of my knowledge the percent of work shown as complete on this Invoice is correct.

By _____

Printed Name and Title

Department Approval

By _____

Date: _____

Printed Name and Title

NOTE:

This format is for general information; however the consultants format containing the essential data may be acceptable.

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ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

To _____ Chief Engineer
 Illinois Department of Transportation
 Division of Aeronautics
 Abraham Lincoln Capital Airport
 1 Langhorne Bond Drive
 Springfield, IL 62707-8415

From (Firm): _____
 Address: _____
 Telephone No. _____
 Invoice # _____ Date _____
 Partial Final

Attn: _____ Section Chief

Airport _____ Municipality: _____ IL
 Illinois Project No. _____ Federal Project No. _____
 Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): _____
 Per A/E Agreement/Amendment dated: _____

Services (Check only those services pertaining to invoice):

- Preliminary Assessment and Schematic Design Phase
- Design Phase
- Construction Phase
- Planning and Special Services
- Other (_____)
- Amendment(s)

Service Dates:

For Services Rendered From (date): _____ To (date): _____

- (1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement) \$ _____
- (2) Percent of Work Complete: _____ %
- (3) Fee Earned to Date: (LS \$ _____ x _____ % Complete) \$ _____
- (4) Less Total Amount(s) Previously Invoiced \$ _____
- (5) PAYMENT DUE THIS INVOICE \$ _____

I certify that to the best of my knowledge the percent of work shown as complete on this invoice is correct

By: _____
 Printed Name and Title

Department Approval

By: _____
 Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

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ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Invoice No. _____ Date _____ Page _____ of _____ Pages _____

Airport _____
 Ill. Proj. No. _____
 AIP Proj. No. _____

ENGINEERING COSTS BREAKDOWN

Agmt Para. Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

ENGINEERING FIRM: _____ Total _____

Name _____
 Address _____

Prepared By _____
 Date _____

NOTE:
 This format is for general information; however the consultants format containing the essential data may be acceptable.

**ATTACHMENT J
TESTING SCHEDULE**

(See Geo-technical Subconsultant Agreement for Additional Information)

<u>APPROXIMATE NUMBER</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE NUMBER</u>	<u>DESCRIPTION</u>
	Particle - Size Analysis		Marshall Method
	ASTM D-421		ASTM D-1559
	ASTM D-422		Gradation
	ASTM D-2217		ASTM C-136
	Moisture-Density Relations of Soil		Extraction and Gradation
	ASTM D-698		ASTM D-2172
	ASTM D-1557		Bulk Specific Gravity
	Shrinkage Factors of Soil		ASTM D-2726
	ASTM D-427		Maximum Theoretical
	Permeability of Granular Soils		Specific Gravity
	ASTM D-2434		ASTM D-2041
	Determination of Organic Materials in Soils by Wet Combustion		Nuclear Density
	AASHTO T-194		ASTM D-2922
	Bearing Ratio of Laboratory -Compacted Soil		Washed Aggregate Sample
	ASTM D-1883		ASTM C-117
	Modulus of Soil Reaction		Liquid Limit, Plastic Limit, Plastic Index
	AASHTO T-222		ASTM D-4318
	Soil Classification		Absorption and Specific Gravity
	"Visual"		ASTM C-127
	ASTM D-2488		ASTM C-128
	Soil Borings		Moisture Content
	ASTM D-2113		ASTM C-566
	Hydrated Lime		P.C.C. Test Cylinders
	ASTM C-207		ASTM C-31
	Abrasion		Slump P.C.C.
	ASTM C-131		ASTM C-141
	Soundness		Air Content
	ASTM C-88		ASTM C-231
	Penetration		Flexural Strength
	ASTM D-946		ASTM C-78
	Viscosity		Yield, Cement Content
	ASTM D-3381		ASTM C-138
	Moisture Content (Micro)		Rubber in Tension
	ASTM D-4643		ASTM D-412
			Striping Test
			ASTM D-1664

* The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in Attachment K.

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**ATTACHMENT K
 TESTING RATES AND COST SUMMARY**

(See Geo-technical Subconsultant Agreement for Additional Information)

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL \$
Extraction and Gradation, ASTM D-2172 (D-5444,D-6307, D-6925			
Bulk Specific Gravity, ASTM D-2726			
Nuclear Density, ASTM D-2922			
PCC Test Cylinders, ASTM C-31/C-39			
Slump PCC, ASTM C-141			
Air Content, ASTM C-231			
Total Testing Subconsultant Tests			\$23,975.00

All tests per specifications. Field and laboratory testing by Field and Laboratory Testing Subconsultant.

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**ATTACHMENT L
SUMMARY OF PAYROLL BURDEN AND FIXED COSTS**

	% of Direct Productive Payroll
Federal Insurance Contributions Act	N/A
State Unemployment Compensation	0.32%
Federal Unemployment Compensation	0.08%
Workmen's Compensation Insurance	0.26%
Paid Holidays, Vacation, Sick Leave	14.95%
Bonus	6.38%
Pension	6.89%
Group Insurance	<u>10.84%</u>
TOTAL PAYROLL BURDEN & FRINGE COSTS	39.72%
 NOTE:	
A letter from IDOT with approval or provisional payroll burden/fringe and general/administrative expense rates must be attached (ATTACHMENT S) for verification of rates.	

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**ATTACHMENT M
SUMMARY OF OVERHEAD AND INDIRECT COSTS**

	% of Direct Productive Payroll
Taxes except Federal Income	11.34%
Business Insurance. except key-man insurance, including accident, liability and valuable papers	2.20%
Depreciation and amortization	1.19%
Administrative. unassignable staff time. recruiting, training and education, severance, negotiating new business, and office accounting, clerical and secretarial wages and salaries	41.10%
Reproduction and printing costs	0.07%
Office supplies	1.08%
Computer costs	6.74%
Professional services, including specialists, legal, auditing, etc.	2.65%
Employees travel expenses not assigned to clients and excluding costs outside of Illinois	0.34%
Telephone, Telegraph and Postage	0.75%
Recruiting and relocating expense	3.77%
Training and educational non-salary expenses	0.48%
Fees, licenses, dues. publications (technical and Professional	0.47%
Utilities and maintenance	0.68%
Business space rent	12.42%
Rental of equipment	1.26%
Miscellaneous expense	<u>0.24%</u>
TOTAL PAYROLL BURDEN & FRINGE COSTS	86.78%
NOTE:	
A letter from IDOT with approval or provisional payroll burden/fringe and general/administrative expense rates must be attached (ATTACHMENT S) for verification of rates.	

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ATTACHMENT N
PROJECT CERTIFICATION

Airport: _____ Letting Date: _____
 IL Project No.: _____
 Federal Project No.: _____
 Contract No: _____

Project Description: _____

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois - Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information, and belief that:

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ).
Selection Date (Required):_____ Copy of Retainer attached (ATTACHMENT U).
2. Project is clearly delineated on the currently approved Airport Layout Plan.
Approval Date (Required):_____.
3. Project is environmentally cleared. CatEx EA EIS FONSI
Approval Date (Required):_____.
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.
 Yes No.
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification of Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the FAA and Engineer of Design. Yes No.
Approval Date of MOS (If applicable):_____.
6. The design conforms to the approved programmed project scope. Yes No.
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction). Yes No.
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.
 Yes No.

Date _____ By: _____ P.E.
Project Engineer (Consultant)

Date _____ By: _____
Sponsor

Date _____ By: _____ P.E.
Aeronautics Design Engineer

Date _____ By: _____ P.E.
Aeronautics Engineer of Design

20220379.00

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**ATTACHMENT O
DBE FINAL DOCUMENTATION**



Subconsultant

Name
Address

Telephone

Subject

Airport
Illinois Project No.
Federal Project No

Prime Consultant

Name
Address

Telephone

Contract Amounts

Consultant Contract Amount
DBE Contract Amount
DBE Goal (%)

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein was executed by the DBE, that the DBE actually provided the services and that the services reported herein conforms to the services reported in the approved Engineering Agreement together with any amendments approved by the Sponsor and/c Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid
Totals		

Prime Consultant

DBE Subconsultant

Print Name

Title

Signature

Date

Print Name

Title

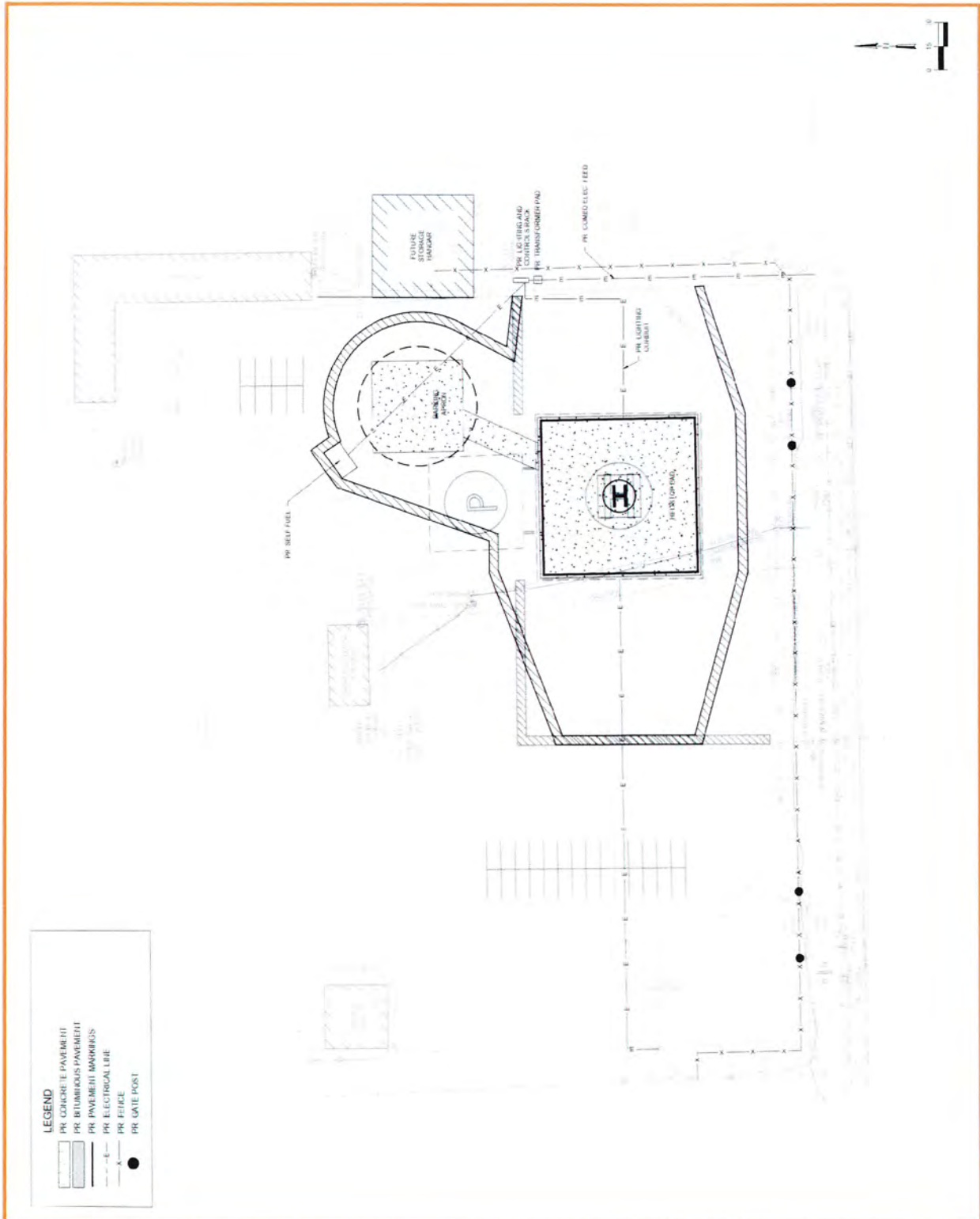
Signature

Date

20220379.00

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ATTACHMENT P PROJECT SKETCH



20220379.00

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ATTACHMENT Q
PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2023 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES

START (0%) Pre-design Meeting Target Date	22 Week Project Development Timeline (154 Calendar Days)				Internal IDOT Deadlines			IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
	35%	80%	100%	100%	Recommendation Memo	Transfer Bid Documents for Publication	Service Bulletin			
19-Nov-2021	14-Jan-2022	25-Mar-2022	22-Apr-2022	22-Apr-2022	29-Apr-2022	06-May-2022	13-May-2022	17-Jun-2022	12-Aug-2022	26-Aug-2022
07-Jan-2022	04-Mar-2022	13-May-2022	10-Jun-2022	10-Jun-2022	17-Jun-2022	24-Jun-2022	01-Jul-2022	05-Aug-2022	30-Sep-2022	14-Oct-2022
25-Feb-2022	22-Apr-2022	01-Jul-2022	29-Jul-2022	29-Jul-2022	05-Aug-2022	12-Aug-2022	19-Aug-2022	23-Sep-2022	18-Nov-2022	01-May-2023
08-Apr-2022	03-Jun-2022	12-Aug-2022	09-Sep-2022	09-Sep-2022	16-Sep-2022	23-Sep-2022	30-Sep-2022	04-Nov-2022	30-Dec-2022	01-May-2023
17-Jun-2022	12-Aug-2022	21-Oct-2022	18-Nov-2022	18-Nov-2022	25-Nov-2022	02-Dec-2022	09-Dec-2022	20-Jan-2023	17-Mar-2023	01-May-2023
12-Aug-2022	07-Oct-2022	16-Dec-2022	13-Jan-2023	13-Jan-2023	20-Jan-2023	27-Jan-2023	03-Feb-2023	10-Mar-2023	05-May-2023	19-May-2023
30-Sep-2022	25-Nov-2022	03-Feb-2023	03-Mar-2023	03-Mar-2023	10-Mar-2023	17-Mar-2023	24-Mar-2023	28-Apr-2023	23-Jun-2023	07-Jul-2023
18-Nov-2022	13-Jan-2023	24-Mar-2023	21-Apr-2023	21-Apr-2023	28-Apr-2023	05-May-2023	12-May-2023	16-Jun-2023	11-Aug-2023	25-Aug-2023
06-Jan-2023	03-Mar-2023	12-May-2023	09-Jun-2023	09-Jun-2023	16-Jun-2023	23-Jun-2023	30-Jun-2023	04-Aug-2023	29-Sep-2023	13-Oct-2023
24-Feb-2023	21-Apr-2023	30-Jun-2023	28-Jul-2023	28-Jul-2023	04-Aug-2023	11-Aug-2023	18-Aug-2023	22-Sep-2023	17-Nov-2023	01-May-2024

*Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.

ATTACHMENT R
OP&P PROGRAM LETTER



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 9, 2021

Mr. Pat Carr
Director Emergency Management
Tinley Park Helistop
17355 S. 68TH CT
Tinley Park, IL 60477

Mr. Carr,

In June 2019 Governor JB Pritzker signed a historic, bipartisan Rebuild Illinois Bill that gives Illinois its first capital plan in nearly a decade – and the most robust in state history. This capital plan includes \$150 million in funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport based on project requests submitted by the airport to the Department during the April 30, 2021 Rebuild Illinois Capital Investment Program call for projects that ended June 14, 2021. Funding for the Rebuild Illinois Airport Capital Investment Program is dependent upon legislative authorization of state appropriations and the release of funds by the Governor's Office.

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for this project, the Airport Sponsor will be required to pay the state costs as itemized below. This will also include any amount which exceeds the totals listed.

The GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds, as are herein committed for this Project. No additional state funds beyond those listed in this program letter will be allocated to the project indicated. Any additional project costs which exceed the total sum of state funds as planned and programmed are solely the responsibility of the Sponsor.

The project is titled: "**Helistop Aircraft Pavement Improvements**".

Multi-modal Transportation Bond Funds	\$1,440,000
Local Match	\$160,000
<hr/> Total Project Cost	<hr/> \$1,600,000

20220379.00

Primera

ATTACHMENT R (Continued)

Tinley Park Helistop
December 9, 2021
Page 2

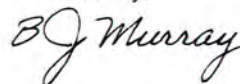
To ensure eligibility of professional services for state participation, you are required to satisfy the qualifications-based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

A requirement of the Rebuild Illinois Airport Capital Investment Program is the **Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.)**. For **contracts having an awarded contract value of \$500,000 or more, the Grantee shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules**. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Grantee may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

Please contact Mr. Joe Staats, P.E. – Section Chief of Airport Design at 217.785. 5746 to initiate this project. Projects are initiated by scheduling a pre-design meeting for design/construction projects or a project initiation meeting for planning and environmental projects.

Please contact Richard Borus in Aeronautics at 217.785.0056 or me in the Office of Planning and Programming at 217.782.4118 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning
Office of Planning and Programming

20220379.00

Primera

ATTACHMENT S
CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE
EXPENSE RATE LETTER



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 30, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Erin Inman
PRIMERA ENGINEERS, LTD.
550 W Jackson Blvd
Suite 600
Chicago, IL 60661

Dear Erin Inman,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2021. Your firm's total annual transportation fee capacity will be \$32,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 126.50% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2022. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

20220379.00

Primera

ATTACHMENT S (Continued)

SEFC PREQUALIFICATIONS FOR PRIMERA ENGINEERS, LTD.

CATEGORY	STATUS
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Electrical Engineering	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Special Services - Mechanical	X
Special Services - Architecture	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Freeways	X
Special Services - Sanitary	X
Special Studies - Safety	X
Special Studies - Feasibility	X
Special Plans - Pumping Stations	X
Special Services - Public Involvement	X
Structures - Moveable	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Airports - Master Planning/Airport Layout Plans (ALP)	X
Airports - Construction Inspection	X
Airports - Design	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Complex	X
Structures - Highway: Complex	X

- X PREQUALIFIED
A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

20220379.00

Primera

**ATTACHMENT U
RETAINER AGREEMENT**

(Attached)

AGREEMENT FOR ENGINEERING SERVICES (RETAINER)**Between****VILLAGE OF TINLEY PARK, ILLINOIS****and****PRIMERA ENGINEERS, LTD.**

THIS AGREEMENT, made at Tinley Park, Illinois, this fourteenth day of July, in the year 2022, by and between the Village of Tinley Park, an Illinois home-rule municipality, (hereinafter referred to as the "Owner" or "Aviation Sponsor") and Primera Engineers, LTD. (hereinafter referred to as the "Engineer" or "Consultant").

WITNESSETH:

WHEREAS, the Owner intends to develop an improvement program, in stages, for the public air navigation facility known as the Tinley Park Heli-stop (TH8), located at Latitude N 41° 33.55', Longitude W 87° 48.35', in Cook County, State of Illinois, and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program, and

WHEREAS, this Agreement shall expire on the fourteenth day of July, 2027, unless otherwise terminated earlier in accordance with the provisions of this Agreement, and

WHEREAS, the development program shall be described as:

1. Construct Heli-stop Aircraft Pavement Improvements, Planning and Special Services Phase (CatEx), Design Phase, and Construction Phase Services,
2. Prepare FAA/IDOA AIP Grant and TIPs applications, Obstruction Evaluations, and SWPPP and related operations plans updates, as requested, and

WHEREAS, the State of Illinois, Department of Transportation, Office of Intermodal Project Implementation, Division of Aeronautics is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "IDOT-OIPI-Aeronautics"), and

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED**, as follows:

I. ENGINEERING SERVICES

- A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the Chicago metropolitan area ("Professional Standard of Care"), applicable legal standards and State of Illinois IDOT-OIPI-Division of Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner currently lacks funding for many or all of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with any or all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a Standard Agreement for Consultant Services at Illinois Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary Assessment & Schematic Design (if used), Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions for a specific project within thirty (30) calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions for a specific project is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges based upon the Consultant's then-current Basis of Payment for Consulting Services, as revised by the Engineer from time-to-time, but only after prior written acceptance of the proposed charges by the Owner and only for those tasks performed, which are not made necessary due to the fault or error of the Engineer.

- C. The Owner by a written fifteen (15) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the Engineer to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this Agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that upon completion of the services and payment of all money due to the Engineer, all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the Agreement shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Owner. The Owner shall not reuse or make any modifications to the documents prepared by the Engineer for any purpose other than the services originally intended, without the prior written authorization of the Engineer. If any information is used or modified by the Owner or another engineer without the Engineer's prior written authorization, such use, reuse, or modification by the Owner or others shall be at its sole risk and without liability or legal exposure to the Engineer. Notwithstanding the foregoing, the Engineer may retain one (1) copy of all documents prepared under this Agreement for archival purposes.
- B. The Engineer shall proceed to furnish engineering services on any part of the above referenced development program, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators, and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this Agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within five (5) years of the execution of this Agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.

- F. The Engineer agrees that the Owner, the IDOT OIPI-Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. A copy of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Engineer hereby consent to the jurisdiction of said State.
- C. During the performance of this Agreement, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - 2. The Engineer, regarding the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.
 - 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to-
 - a. Withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or
 - b. Cancellation, termination, or suspension of this Agreement, in whole or in part.
6. The Engineer shall include the provisions of Paragraph IV. C., Subparagraphs 1 through 5, in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner, the IDOT-OIPI-Aeronautics, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

- D. The Engineer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. The DBE requirements of 49 CFR Part 23 apply to this Agreement. E. Except as otherwise provided in Section II, Paragraph C, the Owner may terminate this Agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Engineer. It is hereby understood and agreed that should this Agreement be terminated for the Owner's convenience or if the Owner's termination for the Engineer's default is later deemed to be a termination for the Owner's convenience, the Engineer shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Owner up to the day of notification of termination. The fee shall be equal to the sum of the actual number of person-hours of each category of work applied at a negotiated hourly rate (which shall include reasonable profit and overhead), plus any outside services approved by the participating agencies and accomplished prior to the notification.
- E. The parties hereby certify that there was compliance with the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535, and Federal requirements included in 49 USC § 47107(a) (17) and 49 CFR § 18.36 as amended, and Federal Aviation Administration (FAA) AC 150/5100-14E (current at time of selection) and Order 5100.38D (current at time of selection), in the procurement of the services covered in this Agreement. The Engineer shall be responsible to pay for all labor, material and equipment costs incurred in connection with the work and for any and all damages to property or persons to the proportionate extent caused by the negligent performance of services under this Agreement and shall indemnify and hold harmless the Owner, (and/or the IDOT-OIPI-Aeronautics if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent caused there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Engineer in any phase of the work under this Agreement, the correction of which may require additional field or office work, the Engineer will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Owner (and/or the IDOT-OIPI-Aeronautics if applicable) provided the notification to the Engineer is made within one (1) year of the Owner's payment for the services at issue. The Engineer shall be responsible for any damages incurred to the extent caused by his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of Care. The Engineer shall not be responsible for any consequential damages of the Owner or the IDOT-OIPI-Aeronautics. Neither the Engineer, nor the Owner, nor the IDOT-OIPI-Aeronautics shall be obligated for the other parties' negligence or for the negligence of others.

F. Contemporaneous with Engineer's execution of this Agreement, Engineer shall provide to Owner a Certificate of Insurance evidencing insurance coverages and limits as reasonably required by Owner. The insurance shall name the Owner as an Additional Insured and shall provide that no cancellation shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Tinley Park, Illinois, on the date first stated herein.

ATTEST:

(SEAL)



By: Nancy M. O'Connor
Nancy M. O'Connor
Its Clerk

VILLAGE OF TINLEY PARK, ILLINOIS

(Owner/Airport Sponsor)

F.E.I.N. _____

(Federal Employee's Identification Number)

By: John Urbanski
John Urbanski
Its Director of Public Works

ATTEST:

(SEAL)

PRIMERA ENGINEERS, LTD.

(Engineer/Consultant)

Illinois Human Rights Number 115012-00

F.E.I.N. 36-3520747

(Federal Employee's Identification Number)

By: Melissa Clark
Melissa Clark
Its Controller

By: Erin M. Inman
Erin M. Inman
Its President and Secretary



Interoffice

Memo

Date: November 30, 2023

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Colby C. Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Helipad Improvements Per Intergovernmental Agreement for Project TF8-5050 – Local Share Payment Approval

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

Description: The Village entered into an Intergovernmental Agreement (IGA) for Project TF8-5050 with the Illinois Department of Transportation (IDOT) - Rebuild Illinois Airport Capital Improvement Program that was approved by IDOT on 7/31/23. The IGA was assigned # 234-2547-43591. The amount of the IGA is \$1,645,257.82 and the Village is required to pay the Local Share amount of \$239,038.74 which is 20% of the overall cost of the project.

IDOT has submitted to the Village a request to provide the Village's Local Share per the IGA prior to the project being started.

Budget / Finance: Funding for Engineering and Construction is budgeted with TIF dollars in the FY24 Capital Fund Budget (20-00-000-75814). Grant funds have been allocated to the project in the amount of \$1,440,000 and overall budget is \$2,444,510.

Staff Direction Request:

1. Approve the submittal of the Local Share of the IGA to IDOT in the amount of \$239,038.74.
2. Direct Staff as necessary.

Attachment:

1. IDOT Local Share Request for Illinois Project: TF8-5050.

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

RESOLUTION
NO. 2023-R-158

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR HELIPAD IMPROVEMENTS – LOCAL SHARE PAYMENT APPROVAL

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 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK
AND THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR HELIPAD
IMPROVEMENTS – LOCAL SHARE PAYMENT APPROVAL**

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 and previously entered into Agreement 24-2547-43591 with the State of Illinois, Department of Transportation (IDOT) which funds Helistop Aircraft Pavement Improvements. This Agreement is in the amount of \$1,645,257.82 which requires a 20% Local Share totaling \$239,038.74. A true and correct copy of such Agreement along with the request of payment letter dated August 9, 2023 are 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 into that said Agreement which was 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 submittal of payment in the amount of \$239,038.74 per the "Agreement" be provided by the 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 authorize approval of the Local Share on behalf of said Village of Tinley Park the aforesaid Agreement.

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

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

AYES:

NAYS:

ABSENT:

APPROVED this _19th day of _December_, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR HELIPAD IMPROVEMENTS – LOCAL SHARE PAYMENT APPROVAL AGREEMENT NO. 24-2547-43591:

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-158, **“A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR HELIPAD IMPROVEMENTS – LOCAL SHARE PAYMENT APPROVAL,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2023.

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

VILLAGE CLERK



Illinois Department of Transportation

Bucksheet

Reset Form

Under \$250,000 Over \$250,000

Priority
Normal

Office: Intermodal Project Implementation | District / CO: | Bureau: Aeronautics

File Subject: Agreement, Signature | Amount Range: \$1,645,257.82

Secretary Explanation

Subject: Helistop Aircraft Pavement Improvements

Project in Relation to: (Capital Bill FY2020) Road - Helistop Aircraft Pavement Improvements

Description of Action: Grantee and Executive signatures for execution

DBE Goal: None | IL Works | Capitol/Stimulus | Notary Required
 FY Deadline Fiscal Year Date: 06/30/2023

Consultant Name/Contractor: Village of Tinley Park | Letting Date: 04/28/2023

County: Cook | District: | Job Number: N/A | PTB-Item: N/A

Amount of Agreement: \$1,645,257.82 | Route: N/A

Section: | Phase: | Contract Number: | Agreement Number: 24-2547-43591

State Dollars: \$1,406,219.08 | Federal Dollars: | Local Dollars: \$239,038.74 | Total Dollars: \$1,645,257.82

Source of State Fund: Rebuild Illinois Airport Capital Improvement - Capital Bill FY 2020 | % Reimburse from Feds: 0%

Remarks: Project TF8-5050; Local Share Required
A copy of the fully executed Agreement will be emailed to the Program Area. The program area will provide a copy of the fully executed agreement to the Grantee.
For questions, please contact Lori Coonen. Template Approved by OCC, Matthew Dougherty on 7/31/2023
Rebuild Illinois Airport Capital Improvement Program Template Approved by Matthew Dougherty 7/31/2023

DocuSigned by:

Jennifer R. Kuntz

21B8D6E0525E49D...



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

August 9, 2023

Mr. David Adamski
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
dadamski@tinleypark.org

Re: Agreement for Execution
Illinois Project: TF8-5050

Dear Mr. Adamski

Please find the Intergovernmental Agreement 24-2547-43591 attached regarding the above-mentioned project for **completion and execution** by the

As shown on the Project Status Report, the Village of Tinley Park share of the above-mentioned project is: \$239,038.74.

Submit Local Share to:

Office of Intermodal Project Implementation
Division of Aeronautics
Attention: Contracts Section
1 Langhorne Bond Drive
Springfield, IL 62707-8415

**** Make check payable to: Treasurer, State of Illinois ****

If there are any questions, feel free to contact our office.

Sincerely,

Clayton Stambaugh
Illinois Department of Transportation
Clayton.Stambaugh@illinois.gov

Clayton Stambaugh
Deputy Director of Aeronautics

Agreement No. 24-2547-43591



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
VILLAGE OF TINLEY PARK**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and Village of Tinley Park (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

- Article I** **Definitions**
- Article II** **Award Information**
- Article III** **Grantee Certifications and Representations**
- Article IV** **Payment Requirements**
- Article V** **Scope of Award Activities/Purpose of Award**
- Article VI** **Budget**
- Article VII** **Allowable Costs**
- Article VIII** **Lobbying**
- Article IX** **Maintenance and Accessibility of Records; Monitoring**
- Article X** **Financial Reporting Requirements**
- Article XI** **Performance Reporting Requirements**
- Article XII** **Audit Requirements**
- Article XIII** **Termination; Suspension; Non-compliance**
- Article XIV** **Subcontracts/Subawards**
- Article XV** **Notice of Change**
- Article XVI** **Structural Reorganization and Reconstitution of Board Membership**
- Article XVII** **Conflict of Interest**
- Article XVIII** **Equipment or Property**
- Article XIX** **Promotional Materials; Prior Notification**
- Article XX** **Insurance**
- Article XXI** **Lawsuits and Indemnification**
- Article XXII** **Miscellaneous**
- Exhibit A** **Project Description**
- Exhibit B** **Deliverables or Milestones**
- Exhibit C** **Contact Information**
- Exhibit D** **Performance Measures and Standards**
- Exhibit E** **Specific Conditions**

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

Agreement No. 24-2547-43591

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Department of Transportation

Village of Tinley Park

DocuSigned by:
By: Osman, Omer
Signature of Omer Osman, Title Secretary

DocuSigned by:
By: David Adamski
Signature of Authorized Representative

Date: 8/28/2023 | 6:26 PM CDT

Date: 8/16/2023 | 4:13 AM CDT

Printed Name: _____
Printed Title: _____

Printed Name: David Adamski

Printed Title: Assistant Finance Director

Email: dadamski@tinleypark.org

DocuSigned by:
By: Michael S. Prater
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: 8/21/2023 | 11:41 AM CDT
Printed Name: Michael S. Prater
Printed Title: Acting Chief Counsel
Second Grantor Approver

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

Second Grantee Approver
(optional at Grantee's discretion)

DocuSigned by:
By: Jason Osborn
Signature of Third Grantor Approver, if applicable

Date: 8/28/2023 | 8:14 AM CDT
Printed Name: Jason Osborn
Printed Title: Director of Intermodal Project Implementation
Third Grantor Approver

DocuSigned by:
By: Vicki Wilson
Signature of Fourth Grantor Approver, if applicable

Date: 8/28/2023 | 3:26 PM CDT
Printed Name: Vicki Wilson
Printed Title: Chief Financial Officer
Fourth Grantor Approver

Agreement No. 24-2547-43591**PART ONE - THE UNIFORM TERMS****ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

Agreement No. 24-2547-43591

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“State Grantee Compliance Enforcement System” means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

Agreement No. 24-2547-43591

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 7/14/2022 and expires on 08/27/2028 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) must not exceed or are estimated to be \$1,645,257.82, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The GRANTOR shall accept and disburse all funds, including State and municipal funds, as applicable under this grant, used or to be used in payment of the costs identified in said Project Status Report, as attached, or in reimbursement to either of the parties hereto for allowable pre-award costs. Said costs to be paid in compliance with 44 Ill. Admin. Code 7000.40 (c), which incorporates 2 CFR 200 Subpart C, including Section 200.210 and 200.458. In accordance with aeronautics administrative bulletins, pre-award professional service costs incurred by the GRANTEE as of the Retainer Agreement execution date (herewith attached), or single project Engineering Agreement execution date, pursuant to the startup of the projects listed in the Request for Qualifications (RFQ), may be considered for participation and/or reimbursement under this Agreement after review, determination of eligibility, and acceptance by the GRANTOR.

Total Project Costs: \$1,645,257.82

-----ENGINEERING FEES AND/OR LOCAL LET CONSTRUCTION-----
Funds from the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$382,547.00 of which will be obligated by the State and paid directly to the GRANTEE in the following funding breakdown:

90% State.....\$ 326,962.91
10% Local (grantee).....\$ 55,584.09

-----STATE LET CONSTRUCTION-----
The amount of \$ 1,262,710.82 will be obligated and approved invoiced funds paid by the State of Illinois to the lowest bid contractor per the IDOT Letting process in the following funding breakdown:

90% State.....\$1,079,256.17
10% Local (grantee).\$ 183,454.65

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds, as are herein committed for this Project.

The GRANTOR will not make payments totaling more than 90% of the project cost until all conditions necessary for financial closeout of the project are satisfied.

The GRANTOR hereby agrees to participate as stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a). The GRANTEE hereby designates the GRANTOR, as its Agent, and the GRANTOR hereby accepts the designation to act as Agent for the GRANTEE.

Payments to the Contractor or Consulting Engineer shall be made either by the GRANTOR or GRANTEE in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the GRANTEE, the GRANTEE must pay the consultant within five (5) business days upon receipt of said payment. If the GRANTEE fails to pay the consultant as directed herein, such payment

Agreement No. 24-2547-43591

must be returned to the GRANTOR, unless an extension or other arrangement is approved, in writing, by the GRANTOR.

Following the Project Completion Date and the GRANTOR's financial closure of the project, the GRANTOR shall credit or reimburse to the GRANTEE any excess funds provided by the GRANTEE.

The Project Status Report is the schedule of anticipated project costs per the budget requirement of Article VI.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CFSA) Number is 494-60-2547 and the CSFA Name is Rebuild Illinois Airport Capital Improvement Program. If applicable, the State Award Identification Number (SAIN) is 2547-43591.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and P7ESN79YK4R6 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006127 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin.

Agreement No. 24-2547-43591

Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or

Agreement No. 24-2547-43591

permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV

Agreement No. 24-2547-43591**PAYMENT REQUIREMENTS**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an

Agreement No. 24-2547-43591

extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

Agreement No. 24-2547-43591

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides

Agreement No. 24-2547-43591

accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or

Agreement No. 24-2547-43591

attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

Agreement No. 24-2547-43591

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the

Agreement No. 24-2547-43591

following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. **Audits**. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. **Consolidated Year-End Financial Reports (CYEFR)**. All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. **Entities That Are Not "For-Profit"**.

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits**. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit**. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit

Agreement No. 24-2547-43591

conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

Agreement No. 24-2547-43591

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension**. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance**. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection**. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination**.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

Agreement No. 24-2547-43591

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly

Agreement No. 24-2547-43591

affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310 -200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to

Agreement No. 24-2547-43591

the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental

Agreement No.24-2547-43591

entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

Agreement No. 24-2547-43591

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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Agreement No. 24-2547-43591

EXHIBIT A

PROJECT DESCRIPTION

GATA Registration Number: 678295

The GRANTOR and the GRANTEE have identified and intend to sponsor a Rebuild Illinois project for the further development of a public airport, known or to be designated as the AIRPORT under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"), rules, regulations, and procedures promulgated pursuant to; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). The project is more fully described below.

The GRANTEE has applied for state assistance in procuring state funds and hereby designates the GRANTOR as required by the above legal authority to accomplish the Project described below.

Village of Tinley Park IL Airport Project# TF8-5050

(Capital Bill FY2020) Helistop Aircraft Pavement Improvements

Agreement No. 24-2547-43591

EXHIBIT B

DELIVERABLES OR MILESTONES

Construction: Completion of construction activities as specified by the construction contract associated with the project.

Preliminary and Construction Engineering: Completion of engineering work as specified by the GRANTEE's engineering agreement.

Right-of-Way: Demonstrate adequate right-of-way documentation and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the GRANTEE's agreement with the utility.

Materials: Purchase and delivery of the materials specified by the material proposal.

Equipment: Purchase and delivery of eligible equipment as specified in procurement action.

Agreement No. 24-2547-43591

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Clayton Stambaugh
Title: Deputy Director of Aeronautics
Address: 1 Langhorne Bond Drive
Springfield, IL 62707

GRANTEE CONTACT

Name: David Adamski
Title: Assistant Finance Director
Address: 16250 S. Oak Park Avenue
Tinley Park, IL 43591

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address: N/A
N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Clayton Stambaugh
Title: Deputy Director of Aeronautics
Address: 1 Langhorne Bond Drive, Springfield, I
Phone: (217) 785-8481
TTY#: N/A
Email Address: Clayton.Stambaugh@illinois.gov

GRANTEE CONTACT

Name: David Adamski
Title: Assistant Finance Director
Address: 16250 S. Oak Park Ave, Tinley Park, IL
Phone: (708) 444-5068
TTY#: N/A
Email Address: dadamski@tinleypark.ord

Agreement No. 24-2547-43591

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The GRANTEE will submit to the GRANTOR a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The GRANTEE shall provide the final report to the appropriate GRANTOR within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the GRANTOR prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For State-Let Projects: The GRANTEE is to remit payments to the GRANTOR in a timely manner as required. Failure to remit the payment(s), shall allow the GRANTOR to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the GRANTOR to GRANTEE on this or any other contract. The STATE, at its sole option, upon notice to the GRANTEE, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

GRANTEE will execute the project subject to plans, specifications, and schedules approved by the GRANTOR. Such plans, specifications, and schedules shall be submitted to the GRANTOR prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of GRANTOR, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of GRANTOR, and incorporated into this Grant Agreement.

Agreement No. 24-2547-43591

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ADMINISTRATIVE AND FINANCE

Audit

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

PROGRAMMATIC RISK ASSESSMENT

None Identified.

Agreement No. 24-2547-43591

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Restore all options

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Agreement No. 24-2547-43591**- Procurement Procedures/Employment of Grantor Personnel**

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

- 2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

- (\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

- (\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

Agreement No. 24-2547-43591

- (\$5,000- \$9,999, requires Grantor approval)**
 1. Identify a need for goods or services.
 2. Estimate the total cost of the procurement.
 3. Develop specifications to solicit quotes.
 4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
 5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
 6. Award to the responsive bidder with the lowest price.

- (\$10,000-\$19,999, requires Grantor approval)**
 1. Identify a need for goods or services.
 2. Estimate the total cost of the procurement.
 3. Identify registered small businesses in the applicable category.
 4. Develop specifications to solicit quotes.
 5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
 6. Prepare or submit information to Grantor's point of contact in Exhibit D.
 7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
 8. All applicable forms must be approved prior to awarding the contract.

- 3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 7/14/2022 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 04/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

(Delete all that don't apply):

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N/A

Renewal. This Agreement may not be renewed.

<p>The Grant Accountability and Transparency Act (30 ILCS 708/45) statute and regulations do not apply to this Grant Agreement. Any and all references to the statute and/or regulations are not applicable to this Grant Agreement. Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200, as applicable.</p>
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Agreement No. 24-2547-43591

Prior to the Project Completion Date, the GRANTEE shall:

- a. Execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The GRANTOR after approval thereof shall submit this Agreement to the FAA when applicable.
- b. Employ a Consulting Engineer who is qualified to provide:
 - Qualified resident or project engineer(s), registered in the State of Illinois and approved by the GRANTOR;
 - Materials testing technician(s) approved by the GRANTOR;
 - Any project reports required by the GRANTOR or the FAA; and
 - Compliance with the Disadvantaged Business Enterprise requirements for the Project.
- c. Obtain for the benefit of the GRANTOR all federal, State, and local permits as may be necessary to complete the Project. Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the GRANTOR, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the GRANTOR and to the GRANTEE that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the GRANTOR the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Project Coordinator and may receive from the Project Coordinator such delegations of authority as the Project Coordinator believes to be reasonably appropriate to act and approve routine items on behalf of the Project Coordinator and the GRANTOR.

2. The GRANTEE shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.

3. After the Project Completion Date, the GRANTEE agrees that:

- a. The airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and
- b. It will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois, GRANTOR, or the FAA in connection with any funds tendered under the Act in the operation of the airport; and
- c. It will file with the GRANTOR and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.

4. The GRANTEE agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the GRANTOR or the FAA relating to the Project described in this Agreement. The GRANTEE shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the FAA, Auditor General or the Illinois Department of Transportation/ GRANTOR; and the GRANTEE agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation/ GRANTOR and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required

Agreement No. 24-2547-43591

by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.

- a. GRANTEE shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the GRANTEE.
 - b. The GRANTOR reserves the right for its auditors to review and audit any and all records relating to projects funded by the GRANTOR or the FAA at the GRANTEE's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from GRANTOR officials.
5. No leases will be entered into by the GRANTEE which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.
6. The GRANTEE agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the GRANTOR. In the event such consent is obtained, the GRANTEE further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the GRANTEE shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:
- The property interest of the GRANTEE in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department that interest shall revert to a public airport entity appointed by the Department.
7. The GRANTEE covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The GRANTEE shall adopt airport hazard zoning regulations or shall request the GRANTOR to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
 8. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the GRANTOR's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).
 9. The GRANTEE hereby certifies to the GRANTOR that it has acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.
 10. All commitments by the GRANTEE hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.
The GRANTEE shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.
1. The applicable FAA cash management system is completed by drawing down federal grant funds by using the Delphie Invoicing system. See Article IV, Sec. 4.4.
 2. This agreement is exempt from the Grants Funds Recovery Act, 30 ILCS 705/3. If applicable, interest on grant funds shall be handled as stated under Article IV, Sec. 4.7.
 3. Billing schedule is based on progress payment schedule set forth in the contract. GRANTOR will receive invoices as

Agreement No. 24-2547-43591

work is completed from the GRANTEE. See Article IV, Sec. 4.8.

4. Scope of activities/Purpose of Grant is included in Exhibit A (Project Description) and Exhibit B (Deliverables) and through the GRANTOR/GRANTEE's Project contract. See Article V, Sec. 5.1.

5. Monitoring and Access to Information are subject to Federal requirements including, but not limited to, FAA and USDOT. See Article IX.

6. Annual Financial Reports are exempt under this agreement.

7. Required Periodic Performance Reports are listed in Exhibit D as specified. See Article XI

8. Content of Performance Reports will be in accordance with State and Federal requirements as stated in Exhibit D and the Project contract. See Article XI

9. GRANTEE may be self-insured so long as sufficient funds exist to cover replacement costs set forth in Article XX, Sec.20.1. Insurance coverage by the vendor or contractor may be required by the Project contract.

10. USDOT and/or FAA required provisions are incorporated by applicable reference in Exhibit E.

In addition to Article I, the following definitions are applicable:

- "Agreement" means this Inter-Governmental Agreement.
- "AIP" means the FAA Grants-in-Aid for Airports; Airport Improvement Program.
- "AIP Handbook" means FAA Order 5300-38D (or most current publication of the Airport Improvement Program Handbook). The AIP Handbook provides guidance and sets forth the policies and procedures of the Airport Improvement Program (AIP).
- "AIP Sponsor Guide" means the FAA supplemental guidance for Central Region airport owners and their consultants with obtaining and administering an AIP grant available at http://www.faa.gov/airports/central/aip/sponsor_guide/.
- "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.
- "FAA" means the Federal Aviation Administration.
- "Notice-to-Proceed date" for the project considered under this Agreement is the date of the IDOT Program Letter (herewith attached) in which the Sponsor is notified of the project's inclusion in the state's multi-modal program thereby allowing all costs incurred after that date considered eligible for participation subject to review and approval by the Department.
- "Project" as used herein means this project which shall be identified as Illinois Project Number , State Block Grant Numbers (if applicable), and described in Exhibit A.

Agreement No. 24-2547-43591

• "USDOT" means the United States Department of Transportation.

Disadvantaged Business Enterprise (DBE) - To the extent required by federal law, regulation, or directive, the GRANTOR encourages all of its grantees to make a good-faith effort to contract with DBEs. GRANTEES agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The GRANTEE agrees to comply with Section 1101(b) of the FAST-ACT, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
2. The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR Part 26. The GRANTEE shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the GRANTEE of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
3. Each contract signed with a contractor (and each subcontract the prime contractor subcontractor) must include the following assurance:
 - a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
 - b. For contracts let by the GRANTEE: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the awarding agency. (Note: If the project is let by IDOT, this section does not apply.)

Agreement No. 24-2547-43591

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In accordance with, 2 CFR Part 200, Subpart F, Audit Requirements, such non-federal entities that expend \$750,000.00 or more in Federal awards in a year are required to have a single audit performed. The Grantor is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the Grantor. It is the responsibility of the Grantor expending federal funds to comply with the requirements of 2 CFR Part 200 and determine whether they are required to have a single audit performed.

State Num: TF8-5050-0000 Program Year: 2022 **Project Status Report** Exhibit 1 As of 31 Jul 2023 10:56 Page 1

Federal Num:

Airport: TINLEY PARK HELISTOP

Fed Status: Pending

State Status: Pending

Description: (Capital Bill FY2020) Helistop Aircraft Pavement Improvements

Line Item Status

Num	Description	Total	Federal	State	Local	Pd to Date	Balance
1	Construction - D Construction, Inc. As-Bid (04/28/2023 Letting)	1,262,710.82	0.00	1,079,256.17	183,454.65	0.00	1,262,710.82
2	Eng. Design - Costs Incurred - Tinley Park Village of*	139,100.52	0.00	125,190.47	13,910.05	0.00	139,100.52
5	Primera CPFF Design (0/90/10) Eng. Design - Costs Incurred - Tinley Park Village of*	7,372.48	0.00	0.00	7,372.48	0.00	7,372.48
3	Primera CPFF Design (0/0/100) Eng. Construction - Costs Incurred - Tinley Park Village of*	219,230.54	0.00	197,307.49	21,923.05	0.00	219,230.54
6	Primera CPFF Inspection (0/90/10) Eng. Construction - Costs Incurred - Tinley Park Village of*	11,619.46	0.00	0.00	11,619.46	0.00	11,619.46
4	Primera CPFF Inspection (0/0/100) Special Services-Costs Incurred - Tinley Park Village of*	4,961.06	0.00	4,464.95	496.11	0.00	4,961.06
7	Primera CPFF Special Services (0/90/10) Special Services-Costs Incurred - Tinley Park Village of*	262.94	0.00	0.00	262.94	0.00	262.94
TOTAL ELIGIBLE COSTS		1,645,257.82	0.00	1,406,219.08	239,038.74	0.00	1,645,257.82
Reserves (+) / shortfalls (-)		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL APPROVED FUNDING		1,645,257.82	0.00	1,406,219.08	239,038.74	0.00	1,645,257.82

State Num: TF8-5050-0000 Program Year: 2022 **Project Status Report** Exhibit 1 As of 31 Jul 2023 10:56 Page 2
 Federal Num:
 Airport: TINLEY PARK HELISTOP Fed Status: Pending State Status: Pending
 Description: (Capital Bill FY2020) Helistop Aircraft Pavement Improvements

Funding Summary

Amend Num	Description	Total	Federal	State	Local
	Agency agreement	1,645,257.82	0.00	1,406,219.08	239,038.74
TOTAL APPROVED FUNDING		1,645,257.82	0.00	1,406,219.08	239,038.74
Program budget (for information only)		1,600,000.00	0.00	1,440,000.00	160,000.00

Project Receipts And Expenditures

	Total	Federal	State	Local	Letter of Credit
Cash rec'd or credited net of refunds and derel.	0.00	0.00	0.00	0.00	0.00
Net cash paid or credited	0.00	0.00	0.00	0.00	0.00
Balance of cash or credit	0.00	0.00	0.00	0.00	0.00

Accrual Status

	Total	Federal	State	Local
Cash rec'd or credited net of refunds and derel.	0.00	0.00	0.00	0.00
Total eligible costs	1,645,257.82	0.00	1,406,219.08	239,038.74
Accrual position payables (+) / receivables (-)	-1,645,257.82	0.00	-1,406,219.08	-239,038.74



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

State Agency: Transportation - Aeronautics

Organization Name: Village of Tinley Park

Notice of Funding Opportunity (NOFO) Number:

Data Universal Number System (DUNS)/Unique Entity Identifier (UEI) Number : P7ESN79YK4R6

Catalog of State Financial Assistance (CSFA) Number: 494-60-2547

CSFA Short Description: Rebuild Illinois Airport Capital Improvement Program

Section A: State of Illinois Funds

Fiscal Year: 07/01/2023

REVENUES	Total Revenue
State of Illinois Grant Requested	\$ 1,406,219.08
Budget Expenditure Categories	Total Expenditures
1. Design/Engineering	\$ 129,655.42
2. Building/Land Purchase	\$
3. Equipment/Materials/Labor	\$
4. Equipment	\$
5. Wiring/Electrical	\$
6. Mechanical System	\$
7. Paving/Concrete/Masonry	\$
8. Plumbing	\$
9. Construction Management/Oversight	\$ 197,307.49
10. Construction	\$ 1,079,256.17
11. Other Construction Expenses	\$
12. Excavation/Site Prep/Demo	\$
13. Site Work	\$
14. Demolition and Removal	\$
15. Contingency	\$
16. Grant Exclusive Line Item(s)	\$
17. Total Direct Costs (add lines 1-16)	\$ 1,406,219.08
18. Total Indirect Costs	\$
Rate %:	
Base:	
19. Total Costs State Grant Funds (Lines 17 and 18)	\$ 1,406,219.08
MUST EQUAL REVENUE TOTALS ABOVE	

Instructions found at end of document.



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

Organization Name: Village of Tinley Park

NOFO Number: _____

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

Organization Name: Village of Tinley Park

NOFO Number:

Section B: Non-State of Illinois Funds

Fiscal Year: 07/01/2023

REVENUES	Total Revenue
Grantee Match Requirement %: (Agency to Populate)	
b) Cash	239,038.74
c) Non-Cash	
d) other Funding and Contributions	
Total Non-State Funds (lined b through d)	239,038.74
Budget Expenditure Categories	Total Expenditures
1. Design/Engineering	22,041.58
2. Building/Land Purchase	
3. Equipment/Materials/Labor	
4. Equipment	
5. Wiring/Electrical	
6. Mechanical System	
7. Paving/Concrete/Masonry	
8. Plumbing	
9. Construction Management/Oversight	33,542.51
10. Construction	183,454.65
11. Other Construction Expenses	
12. Excavation/Site Prep/Dem	
13. Site Work	
14. Demolition and Removal	
15. Contingency	
16. Grant Exclusive Line Item(s)	
17. Total Direct Costs (add lines 1-16)	239,038.74
18. Total Indirect Costs	
Rate %:	
Base:	
19. Total Costs State Grant Funds (Lines 17 and 18)	239,038.74
MUST EQUAL REVENUE TOTALS ABOVE	



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

Organization Name: Village of Tinley Park NOFO Number: _____

Data Universal Number System (DUNS)/UEI Number: P7ESN79YK4R6 Fiscal Year: 07/01/2023

Catalog of State Financial Assistance (CSFA) Number: 494-60-2547 CSFA Short Description: Rebuild Illinois Airport Capital Improvement Program

VILLAGE OF TINLEY...

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Tinley Park
Institution/Organization Name:

Assistant Finance Director
Title (Chief Financial Officer or equivalent):

David Adamski
Printed Name (Chief Financial Officer or equivalent):

David Adamski
Signature (Chief Financial Officer or equivalent):

July 28, 2023
Date of Execution (Chief Financial Officer):

Village of Tinley Park
Institution/Organization Name:

Village Manager
Title (Executive Director or equivalent):

Patrick Carr
Printed Name (Executive Director or equivalent):

Patrick Carr
Signature (Executive Director or equivalent):

July 28, 2023
Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS/UEI: P7ESN79YK4R6 Sub-recipient Parent Company DUNS/UEI:

Sub-recipient Name: Village of Tinley Park

Sub-recipient DBA Name:

Sub-recipient Street Address: 16250 S. Oak Park Ave

City: Tinley Park State: IL Zip-Code: 60477 Congressional District:

Sub-recipient Principal Place of Performance:

City: State: IL Zip-Code: Congressional District: 6

Contract Number (if known): Award Amount: Project Period: From: Project Period: To:

5050 \$1,645,257.82 July 14, 2022

State of Illinois Awarding Agency and Project Detail Description:

IL Department of Transportation - Aeronautics: Helistop Aircraft Pavement Improvements

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes If Yes, must provide the data. Please fill out the rest of this form. No If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

1. Design/Engineering

Costs associated with planning, design and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs specifically identified as such within the project description. Copies of contracts will be required.

Purpose	Description of Work	Item Cost	Add/Delete Rows	
			Add	Delete
Engineering	Design, Special Services, Permitting, Survey	\$129,655.42		
	State Total	\$129,655.42		
Engineering	Design, Special Services, Permitting, Survey	\$22,041.58		
	Non-State Total	\$22,041.58		
	Total	\$151,697.00		

Narrative (State):

Preliminary & design engineering including environmental work, surveys, and permit work.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: Preliminary & design engineering including environmental work, surveys, and permit work.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

2. Building/Land Purchase

Costs to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself, closing costs charged to the buyer on the closing document; legal fees; etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

Purpose	Description of Work	Item Cost	Add/Delete Rows
	State Total		Add Delete
	Non-State Total		Add Delete
	Total		

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

3. Equipment/Materials/Labor

Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; including labor/installation costs, as identified – within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
State Total				Add Delete
Non-State Total				Add Delete
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

4. Equipment

All costs associated with equipment that is not associated with any other contracts related to the grant.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add Delete
State Total				Add Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

5. Wiring/Electrical

Purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
		State Total		Add Delete
		Non-State Total		Add Delete
		Total		

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

6. Mechanical System

Purchase of materials necessary for completion of the project scope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows	
				Add	Delete
State Total				Add	Delete
Non-State Total				Add	Delete
Total					

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

7. Paving/Concrete/Masonry

Purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows	
				Add	Delete
State Total				Add	Delete
Non-State Total				Add	Delete
Total					

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

8. Plumbing

Purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows	
				Add	Delete
State Total				Add	Delete
Non-State Total				Add	Delete
Total					

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

9. Construction Management/Oversight

Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.

Purpose	Description of Work	Item Cost	Add/Delete Rows	
			Add	Delete
Construction Observation/Engineering	Oversee/manage project construction	\$197,307.49		
	State Total	\$197,307.49		
Construction Observation/Engineering	Oversee/manage project construction	\$33,542.51		
	Non-State Total	\$33,542.51		
Total		\$230,850.00		

Narrative (State):

On-site personnel for engineering management of construction project.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: On-site personnel for engineering management of construction project.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

10. Construction

All costs associated with physical construction and construction related services provided by the contractor(s) of the facility.

Purpose	Description of Work	Item Cost	Add/Delete Rows	
			Add	Delete
Airport Improvement - Infrastructure	Helistop Aircraft Pavement Improvements	\$1,079,256.17		
	State Total	\$1,079,256.17		
Airport Improvement - Infrastructure	Helistop Aircraft Pavement Improvements	\$183,454.65		
	Non-State Total	\$183,454.65		
	Total	\$1,262,710.82		

Narrative (State):

Infrastructure improvements for airport as verified by IDOT - Aeronautics personnel. Project is on an IDOT letting.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: Infrastructure improvements for airport as verified by IDOT - Aeronautics personnel. Project is on an IDOT letting.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

11. Other Construction Expenses

Costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the project description.

Purpose	Description of Work	Item Cost	Add/Delete Rows
	State Total		Add Delete
	Non-State Total		Add Delete
	Total		

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

12. Excavation/Site Prep/Demo

Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

Purpose	Description of Work	Item Cost	Add/Delete Rows
	State Total		Add Delete
	Non-State Total		Add Delete
	Total		

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

13. Site Work

All costs associated with work outside of the 5-foot building line, including grading, excavation, filtration systems, parking lots, sidewalks, utilities, etc.

Purpose	Description of Work	Item Cost	Add/Delete Rows	
			Add	Delete
	State Total		Add	Delete
	Non-State Total		Add	Delete
	Total			
Narrative (State):				
Narrative (Non-State): (i.e. "Match" or "Other Funding")				



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

14. Demolition and Removal

All costs associated with removal of any structures required to accommodate new construction and approved as part of the grant.

Purpose	Description of Work	Item Cost	Add/Delete Rows
	State Total		Add Delete
	Non-State Total		Add Delete
	Total		

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

15. Contingency

Coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Purpose	Description of Work	Item Cost	Add/Delete Rows	
			Add	Delete
	State Total			
	Non-State Total			
	Total			
Narrative (State):				
Narrative (Non-State): (i.e. "Match" or "Other Funding")				



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

16. Grant Exclusive Line Item(s)

Line item determine to be needed by Programmatic of federal reporting purposes. State Awarding Agency will be required to provide definition and instructions per each Grant Exclusive Line Item developed.

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
Administration Fee for IDOT processing of grant						Add Delete
State Total						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

An administrative fee is charged to the Federal Grant by IDOT for the administration of the State Block Grant Program. The total amount to administer this project will be recified at the conclusion of the project based upon internal time card records.

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

16). Indirect Cost

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Indirect Costs		
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-15 and 17-23. The State and Non-State Total amounts from Table 16 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount, and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Design/Engineering	\$129,655.42	\$22,041.58	\$151,697.00
2. Building/Land Purchase			
3. Equipment/Materials/Labor			
4. Equipment			
5. Wiring/Electrical			
6. Mechanical System			
7. Paving/Concrete/Masonry			
8. Plumbing			
9. Construction Management/Oversight	\$197,307.49	\$33,542.51	\$230,850.00
10. Construction	\$1,079,256.17	\$183,454.65	\$1,262,710.82
11. Other Construction Expenses			
12. Excavation/Site Prep/Demo			
13. Site Work			
14. Demolition and Removal			
15. Contingency			
16. Grant Exclusive Line Item(s)			
17. Indirect Costs			
	State Request		
		\$239,038.74	
	Non-State Amount		
TOTAL PROJECT COSTS	\$1,406,219.08		\$1,645,257.82



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

For State Use Only

Grantee: Village of Tinley Park Notice of Funding Opportunity (NOFO) Number: _____

Data Universal Number System (DUNS)/UEI Number: P7ESN79YK4R6

Catalog of State Financial Assistance (CSFA) Number: 494-60-2547 CSFA Short Description: Rebuild Illinois Airport Capital Improvement Program

Fiscal Year(s): _____

Initial Budget Request Amount: 1,645,257.62

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: 1,645,257.62

Jason Woodworth
Program Approval Name

Jason Woodworth
Program Approval Signature

7/31/2023
Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

AGREEMENT FOR ENGINEERING SERVICES (RETAINER)

Between

VILLAGE OF TINLEY PARK, ILLINOIS

IDOT

and

AUG 16 2022

PRIMERA ENGINEERS, LTD.

Division of Aeronautics

THIS AGREEMENT, made at Tinley Park, Illinois, this fourteenth day of July, in the year 2022, by and between the Village of Tinley Park, an Illinois home-rule municipality, (hereinafter referred to as the "Owner" or "Aviation Sponsor") and Primera Engineers, LTD. (hereinafter referred to as the "Engineer" or "Consultant").

WITNESSETH:

WHEREAS, the Owner intends to develop an improvement program, in stages, for the public air navigation facility known as the Tinley Park Helistop (TH8), located at Latitude N 41° 33.55', Longitude W 87° 48.35', in Cook County, State of Illinois, and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program, and

WHEREAS, this Agreement shall expire on the fourteenth day of July, 2027, unless otherwise terminated earlier in accordance with the provisions of this Agreement, and

WHEREAS, the development program shall be described as:

1. Construct Helistop Aircraft Pavement Improvements, Planning and Special Services Phase (CatEx), Design Phase, and Construction Phase Services,
2. Prepare FAA/IDOA AIP Grant and TIPs applications, Obstruction Evaluations, and SWPPP and related operations plans updates, as requested, and

WHEREAS, the State of Illinois, Department of Transportation, Office of Intermodal Project Implementation, Division of Aeronautics is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "IDOT-OIPI-Aeronautics"), and

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED**, as follows:

I. ENGINEERING SERVICES

- A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the Chicago metropolitan area (“Professional Standard of Care”), applicable legal standards and State of Illinois IDOT-OIPI-Division of Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner currently lacks funding for many or all of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with any or all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a Standard Agreement for Consultant Services at Illinois Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary Assessment & Schematic Design (if used), Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions for a specific project within thirty (30) calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions for a specific project is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges based upon the Consultant’s then-current Basis of Payment for Consulting Services, as revised by the Engineer from time-to-time, but only after prior written acceptance of the proposed charges by the Owner and only for those tasks performed, which are not made necessary due to the fault or error of the Engineer.

Tinley park



RESOLUTION 2023-R-159

A RESOLUTION PROVIDING FOR AND AUTHORIZING

LANDING RIGHTS TO SANTA CLAUS in the

VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the United States Federal Aviation Authority, more commonly referred to as the FAA, is responsible for all flights and landing operations in the Continental United States, and, therefore, requires precise coordination for any and all domestic flying; and,

WHEREAS, in the past sixty-seven (67) years, thousands of man-made objects have been thrown into the atmosphere around this planet thereby further complicating the safe movement of any flying machines and/or sleighs; and,

WHEREAS, the Illinois State Department of Aviation directs that local authorities establish the necessary approval for any flights to land within the State except at registered airports; and,

WHEREAS, the Sheriffs of Cook and Will Counties further delegate that authority, when properly approved to the municipalities of those counties; and,

WHEREAS, any miniature sleigh with eight (8) tiny reindeer shall designate the first reindeer to respond to landing signals with his blinking red nose; and,

WHEREAS, said sleigh shall be full of toys and will not exceed the air travel weight load limit; and,

WHEREAS, the driver shall be a jolly old elf of outstanding character and shall have in his possession a good flying record.

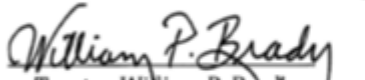
NOW, THEREFORE, BE IT RESOLVED that the President, Clerk, and Village Board of TINLEY PARK, representing the great citizens of the community, provide Santa Claus with all approvals necessary, in whatever order required, to land at the homes as often as he deems appropriate, on Sunday evening, December 24, 2023, and Monday morning, December 25, 2023.


BE IT FURTHER RESOLVED that the Police Department, the Public Works Department, and other Municipal Agencies shall provide speedy and helpful assistance to guarantee St. Nick's movement throughout the World.

PASSED this 19th day of December, 2023

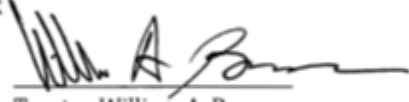

Michael W. Glotz, Village President


Nancy M. O'Connor, Village Clerk


Trustee William P. Brady


Trustee Dennis A. Mahoney


Trustee Kenneth E. Shaw


Trustee William A. Brennan


Trustee Michael G. Mueller


Trustee Colleen M. Sullivan

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION