# THE VILLAGE OF TINLEY PARK

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

# RESOLUTION NO. 2022-R-042

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION FOR GREENWAY BLVD. WATER METER VAULT IMPROVEMENTS

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

WILLIAM P. BRADY
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DENNIS P. MAHONEY
MICHAEL G. MUELLER
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

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# A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION FOR GREENWAY BLVD. WATER METER VAULT IMPROVEMENTS

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

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

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

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

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

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

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

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

**ADOPTED** this 3rd day of May, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

**APPROVED** this 3rd day of May, 2022, by the President of the Village of Tinley Park.

Village President

ATTEST:

Vill**ø**ge Clerk

# **EXHIBIT 1**

# **Contract Attached**

#### VILLAGE OF TINLEY PARK

#### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and Steve Spiess Construction, Inc. (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed One Million One Hundred Seventeen Thousand Eight Hundred Forty Two and 00/100 Dollars (\$1,117,842.00). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
- 3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
- 4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
- 5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
- 12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
- 14. This Contract may only be amended by written instrument approved and executed by the parties.
- 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
- 16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
- 17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
- 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
- 23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

#### CERTIFICATIONS BY CONTRACTOR

## **Affidavit of Compliance**

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

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

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

The undersigned Shawn Spiess, as Vice President and on behalf

(Name) (Title)	
f Steve Spiess Construction, Inc. having been duly sworn under oath certifies that:	
Contractor)	
Business Organization	
he form of business organization of the Contractor is (check one):	
Sole Proprietor or Partnership LLC	
Corporation Independent Contractor (Individual)	
Contractor/subcontractor is a corporation, indicate the state and the date of incorporation:    Illinois, 10/14/1983	
uthorized to do business in the State of Illinois:  Yes [X] No	[]
escribe supporting documentation attached: Letter of Good Standing with Secretary of State	
ederal Employer I.D. #: 36-3262027	
ocial Security # (if an individual or sole proprietor):	

Registered with Illinois I	Department of Revenue:			Yes [x] No []
Describe supporting docu	umentation attached (if "	No," explain)	. Sales and Use	Tax Return
Registered with Illinois I	Department of Employme	ent Security:		Yes [*] No [ ]
Describe supporting docu	umentation attached (if "	No," explain)	: Rate Determina	tion Statement
Tax liens or tax delinqu	<u>iencies</u>			
Disclosure of any federal officers of the contractor		r tax delinqu	encies against t	he contractor of any Yes [] No [X]
"No" means "not ap	plicable." If "yes,"	describe lie	en/delinquencie	es and resolution:
EOE Compliance				
Contractor is in compliar States Code and Federal (known as the Equal Opp	Executive Order No. 11	246 as amend		
Employee Classification	<u>n</u>			
Contractor's employees employee or independe ordinances (Form B).			state and fede	
Professional or Trade I	Licenses			
Contract work:	all applicable professiona	al and trade li	censes require	d for performing the Yes [X] No []
License	Number	Date Issued	Current Expiration	Holder of License

2/24/2022

2/23/2023

Village of Tinley Park

LP26801

Contractor

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

Docum	nentation Attached (Contractor must initial next to each item):
bid or NOTE	Form A: Name and address of subcontractors from whom Contractor has accepted a intends to hire to perform work on any part of the project.  : All subcontractors shall complete and submit an Affidavit of Compliance no later than the e subcontractor commences work on the project.
Contra contra worker	Form B: List of individuals who will perform work on the project on behalf of the actor, verifying that each individual is properly classified as an employee or independent ctor. Contractor also verifies that all Contractor's employees are covered under a current rs' compensation policy, properly classified under the workers' compensation policy, and d by a health and welfare and retirement plan.
	Form C Additional Information (if required)
X	Certificate of Good Standing (or other evidence of compliance with laws pre-requisite to doing business in the state)
X	Illinois Department of Revenue registration
X	Illinois Department of Employment Security registration
<u>X</u>	Standards of Apprenticeship/Apprentice Agreements
X	Substance Abuse Prevention program (or applicable provision from CBA in effect)
X	Written Safety Policy Statement signed by company representative
	OSHA cards evidencing 10-hour or greater safety program completed, if requested
<u>x</u>	Workers' Compensation Coverage
	Professional or Trade Licenses

## **Eligibility to Contract**

Steve Spiess Construction, Inc.	1/a Miss
Name of Contractor (please print)	Submitted by (signature) Shawn S
Vice President	
Title	
cate of Compliance with Illinois Human	Rights Act
<del>-</del>	_
	Contractor is in compliance with Title 7 of th
1964 Civil Rights Act as amended and the	e Illinois Human Rights Act as amended.
Steve Spiess Construction, Inc.	Aha la a
Name of Contractor (please print)	Submitted by (signature) Shawn S
rume of contractor (preuse print)	Susmitted by (orginature)
Vice President	
Vice President Title	
Title	
	ree Workplace Act
Title	
Title  cate of Compliance with Illinois Drug-Fi  The undersigned, having 25 or more emp	ployees, does hereby certify pursuant to sect
Title  cate of Compliance with Illinois Drug-Fi  The undersigned, having 25 or more emp of the Illinois Drug Free Workplace Act (3)	ployees, does hereby certify pursuant to sect 30 ILCS 580/3) that it shall provide a drug-fi
Title  cate of Compliance with Illinois Drug-Fr  The undersigned, having 25 or more employees engaged in the	ployees, does hereby certify pursuant to section 30 ILCS 580/3) that it shall provide a drug-fine performance of the work under the contract
Title  cate of Compliance with Illinois Drug-Fi  The undersigned, having 25 or more emp of the Illinois Drug Free Workplace Act (3  workplace for all employees engaged in th complying with the requirements of the Ill	ployees, does hereby certify pursuant to sect 30 ILCS 580/3) that it shall provide a drug-fine performance of the work under the contra- linois Drug-Free Workplace Act and, further
Title  cate of Compliance with Illinois Drug-Fi  The undersigned, having 25 or more emp of the Illinois Drug Free Workplace Act (3  workplace for all employees engaged in th complying with the requirements of the Ill	ployees, does hereby certify pursuant to section 30 ILCS 580/3) that it shall provide a drug-fine performance of the work under the contraction of this contract by reason of debarment for a
Title  cate of Compliance with Illinois Drug-Fi The undersigned, having 25 or more emp of the Illinois Drug Free Workplace Act (3 workplace for all employees engaged in th complying with the requirements of the Ill certifies, that it is not ineligible for award violation of the Illinois Drug-Free Workpl	ployees, does hereby certify pursuant to section 30 ILCS 580/3) that it shall provide a drug-fine performance of the work under the contraction of this contract by reason of debarment for a
Title  cate of Compliance with Illinois Drug-Fi  The undersigned, having 25 or more emp of the Illinois Drug Free Workplace Act (3  workplace for all employees engaged in the complying with the requirements of the Ill certifies, that it is not ineligible for award	ployees, does hereby certify pursuant to sect 30 ILCS 580/3) that it shall provide a drug-fine performance of the work under the contra- linois Drug-Free Workplace Act and, further of this contract by reason of debarment for a

### **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.

Steve Spiess Construction, Inc.	- Shawl wan			
Name of Contractor (please print)	Submitted by (signature) Shawn Spiess			
Vice President				
Title				

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

The undersigned hereby certifies that:

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

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

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Vice President

Title

### Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

contractors and subcontractors rendering services a requirements of the Act, including but not limited to, a keeping duties.	inder this contract must comply with all
Steve Spiess Construction, Inc.	Munhaer
Name of Contractor (please print)	Submitted by (signature) Shawn Spiess
Vice President	
Title	
Certificate of Compliance with the Village of Tinley	•
The undersigned or the entity making the proposal or the Village of Tinley Park Responsible Bidder Ordina	
Steve Spiess Construction, Inc.	Shawal ner
Name of Contractor (please print)	Submitted by (signature) Shawn Spiess
Vice President	
Title	

[Signature Page to Follow]

CONTRAGIOR NAME	
BY: Showing	April 22, 2022
	Date
Printed Name: Shawn Spiess	
Title: Vice President	
VILLAGE OF TINLEY PARK	
BY: Michael W. Glotz, Village President (required if Contract is \$20,000 or more)	5-3-22 Date
ATTEST:	
Village Clerk (required if Contract is \$20,000 or more)	<u>5-3-22</u> Date
VILLAGE OF TINLEY PARK	
BY:Village Manager	Date
v irrage ividitaget	Date

## **SCOPE OF SERVICES**

## Attached Scope of work for ?????????? as detailed in:

• Proposal Title ###### dated MONTH DATE, 2019

Exhibit A: Project Information

Project: Greenway Boulevard Water Meter Vault Improvements

## Exhibit B

# INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Furnish Insurance described in the Project Specifications

Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
Elliott Electric, Inc.	1600 S. Broadway	Electrical Work
	Coal City, IL 60416	
Rangeline Group	405 N. Grandview Avenue	Line stops, pressure taps,
	Union City, OH 45390	valve insertions
A STATE OF THE STA		
	***	
		•

### Form B

Individuals who will perform work on the project

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

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

of residence



# **CERTIFICATION OF TRAINING**

Employee Name	Employee id / Number	Confined Space Entry	Fall Protection	High volkage; T&D	Lockout/ Tagout	Silice Dust	Nosezyi	Respiratory Protection	Seupes	Scaffolds; Aerial lifts	Forkillis	Excavations & Trenching	First Ald / CPR	Other: OSHA 10 or 30	Other: RIGGING	Other: FLAGGERS
Shawn Spiess		Ø	Ø			Ø	Ø					X	X	$\boxtimes$	$\boxtimes$	Ø
John Kavanaugh		×	$\boxtimes$			$\boxtimes$	Ø					Ø	Ø	Ø	☒	Ø
James Smithson		Ø	Ø			Ø	Ø					Ø	Ø	Ø	Ø	Ø
Andy Quigley		図	Ø			Ø	Ø					Ø	X	Ø	Ø	Ø
Matt Quigley		Ø	Ø			Ø	Ø					Ø	×	Ø	×	Ø
Salvador Martinez		Ø	Ø			X	Ø					Ø	X	X	Ø	×
Selvestre Velazquez		Ø	Ø			Ø	Ø					Ø		Ø	Ø	Ø
Robert Rapson		Ø	Ø			Ø	Ø					Ø		☒	Ø	Ø
Stephen Olha		×	Ø			Ø	Ø					Ø			Ø	Ø
Jacob Fraser		Ø	Ø			Ø	Ø					Ø			X	Ø
Justin Ferguson		Ø	Ø			Ø	Ø					Ø			Ø	X

Company	Shawn Spiess, Vice President		
Representative:	Printed Name	Signature	Date:

## Form C

Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/	Original Price/ Final price	
Project Name/Year	Phone #	Final price	Subcontractors
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		·	
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	***************************************		
		CONTRACTOR OF THE STATE OF THE	
	500		

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

Date	Law	Determination	Penalty
Control of the Contro			



# To all to whom these Presents Shall Come, Greeting:

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

STEVE SPIESS CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 14, 1983, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of FEBRUARY A.D. 2022 .

Authentication #: 2204600436 verifiable until 02/15/2023 Authenticate at: http://www.ilsos.gov

SECRETARY OF STATE

Desse White

Confirmation Number: 1-721-859-472
Date Submitted: 04/01/2022

Date Printed: 04/01/2022



# Illinois Department of Revenue

# ST-1 Sales and Use Tax and E911 Surcharge Return

Legal Name: STEVE SPIESS CONST

**DBA Name:** 

Account ID: 4122-6623

Filing Period: 03/01/2022 - 3/31/2022

Due Date: 04/20/2022 🛞

					REV 08 FORM	)02ූ <u> </u>
	p 1: Alcoholic Liquor Pu		n ?	Step 5: Tax on Purchases		
•	: Distributors will also report your total o	,		General merchandise	at the	las.
	Total dollar amount of alcoholic liquor p		ræ.	12a 0.00 x .0625	= 12b	0.00
	(invoiced and delivered)			Food, drugs, and medical appliances		
	ANYONEED AND DESTREED)	0.00		13a 0.00 x .01	= 13b <u>/***</u>	0.00
Ste	p 2: Taxable Receipts			Purchases at other rates	14b	0.00
1	Total receipts (include tax.)	1	0.00	14a 0.00	140:55	0.00
2	Deductions - Include tax collected (From Schedule A, Line 30.)	2	0.00	15 Tax due on purchases (Add Lines 12b, 13b, and 14b.)	15	0.00
3	Taxable receipts	-		Step 6: Net Tax Due		
	(Subtract Line 2 from Line 1.)	3	0.00	16 Tax due from receipts and purchases		
Ste	p 3: Tax on Receipts	*******		(Add Lines 11 and 15.)	16	0.00
Sale	es from locations within Illinois	•		16a Manufacturer's Purchase Credit	16a	0.00
a	0.00 × 0	= 4b	0.00	17 Prepaid sales tax		
Food	, drugs, and medical appliances	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-27725		17	0.00
5a	0.00 × 0	= 5b		18 Quartet-monthly (accelerated) payments	18	0.00
Sale	es from locations outside Illinois	E. A.		19 Total prepayments		0.00
Gene	eral merchandise			(Add Lines 16a, 17, and 18.)	19	0.00
6a	0.00 x .062	5 = 6b	* 0.00	20 Nel lax due	60	0.00
	, drugs, and medical appliances			(Subtract Line 19 from Line 16.)	20	. 0,00
7a	0.00 x .0,1°	= 70_	0.00	Step 7: Payment Due		
	es at prior rates		<b>.</b>	21 E911 Surcharge and ITAC Assessme (From Schedule B, Line 10.)	<sup>ent</sup> 21	0.00
				22 Excess tax, surcharge, and		0.00
8a	0.00 x	8b	0.00	assessment collected	22	0.00
9	Tax due on receipts (Add Lines 4b, 5b, 6b, 7b, and 8b.)	9	0.00	Total tax, surcharge, and assessment due (Add Lines 20, 21, and 22.)	23	0.00
Ste	p 4: Retailer's Discount	and Net	Tax on Receipts	24, 24, 340 £2.7		0.00
10	Retailer's discount if qualified.		·	24 Credit amount	24	0.00
11	multiply Line 9 by the applicable rate.  Net tax due on receipts	్రీ 10	0.00	25 Payment due (Subtract Line 24 from Line 23.)	25	0.00
11	(Subtract Line 10 from Line 9.)	11	0.00	,		

\* Account ID: 4122-6623

This form is for: 03/01/2022-03/31/2022

Schedule A—Deductions

Section 1: Taxes and miscellaneous deductions - If no Section 1 deductions, go to 5	Section 2.			
1 Taxes collected on general merchandise sales and service			1	0.00
2 Taxes collected on food, drugs, and medical appliances sales and service			2	0.00
3 E911 Surcharge and ITAC Assessment collected			3	0.00
4 Resale			4	0.00
5 Interstale commerce			5	0.00
6 Manufacturing machinery and equipment (MM&E) - Do not include deduction for graphic arts.			6	0.00
7 Farm machinery and equipment			15%. <b>7</b>	0.00
8 Graphic arts machinery and equipment - Do <u>not</u> combine with deduction for MM&E on Line 6.			8	%ী₃ 0.00
9 Supplemental Nutrition Assistance Program (SNAP - formerly called food stamps)			9	0.00
10 Enterprise zone				
a Sales of building materials			10a	0.00
b Sales of items other than building materials			10b	0.00
14 High impact business	F	*	1	
a Sales of building materials	48 L		11a	0.00
			11b	0.00
b Sales of items other than building materials  12 River edge redevelopment zone building materials		100 E	12	0.00
			13	0.00
3 Exempt organizations	9,		ં ઉ∗્ર 14	
14 Uncollectible debt on which tax was previously paid	100 구구 및		40.0	0.00
5 Sales of service - Identify here:	Salara Salara	h, /	15	0.00
6 Other (including cash refunds, newspapers and magazines, etc.) - Identify				0.00
<u>"</u>		ACM	16	. 0.00
7 Total Section 1 deductions, Add Lines 1 through 16.			17	0.00
section 2: Motor fuel deductions - If no Section 2 deductions, go to Section 3.	197			
State motor fuel tax Number of gallons/DGEs/G	GEs 1	Rate		
18 Gasoline 18a 0.00	x 3	9.2¢	= 18b	0.00
9 Gasohol and majority blended ethanol 19a 0.00	x 3	9.2¢	= 19b	0.00
20 Diesel (including biodiesel and biodiesel blends) 20a 0.00	x 4	6.7¢	= 20b	
21 Dieseihol and other fuels at diesei rate 21a 0.00		6.7¢	= 21b	0.00
22 Liquefied natural gas and liquefied petroleum gas 22a 0.00	x 4	6.7¢	= 22b	Married Anna Control of the Control
238 0.00		9.2¢	= 23b	
Specific fuels sales tax exemption Receipts		centage		
		% (.20)	_ 24b	0.00
25 Biodiesel blend (no less than 1% but no more than 10% biodiesel) 24a 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	_	% (1.00)	= 25b	
26 100 percent blodiesel 26a 0.00		% (1.00)	= 26b	
27 Majority blended ethanol fuel 27a 0.00	_	% (1.00)	= 27b	
	- * 100	70 (1.00)	28	
28 Other motor fuel deductions			29	
29 Total Section 2 deductions. Add Lines 18b through 28.			23	0.00
Section 3: Total deductions				
30 Add Lines 17 and 29. Enter this amount on Step 2, Line 2 on the front page of this return.			<b>3</b> 0	0.00
Schedule B—E911 Surcharge and ITAC Assessment				•
Receipts from retail transactions of prepaid wireless telecommunica	itions serv	Ce	1	0.00
			•	V.VV
		707	26	0.00
2 For Chicago locations 2a 0.00	×0.0	/0/	2b	
3 For Chicago locations at prior rates 3a 0.00			3b	0.00
4 Total for Chicago locations. Add Lines 2b and 3b.			4	0.00
Figure your breakdown of retail transactions for non-Chicago location				A AA
For non-Chicago locations 5a 0.00	× _0.0	307	5b	0.00
For non-Chicago locations at prior rates 6a 0.00			6b	0.00
7 Total for non-Chicago locations. Add Lines 5b and 6b.			7	0.00
Figure your net E911 Surcharge and ITAC Assessment				
8 Total E911 Surcharge and ITAC Assessment, Add Lines 4 and 7,			8	0.00
g Discount - If you qualify, multiply Line 8 by the applicable rate.			9	0.00
10 Subtract Line 9 from Line 8. Enter this amount on Step 7, Line 21 on the fr	ont page of t	his return	<b>-&gt;</b> 10	0.00





Mail Date: 11/30/2021

Letter ID: CNXXXX5797548649

Account ID: 1050329

## **Application for Review of Rate Determination**

What type of protest are you filing? (Check one)    1		Account ID: 1050329 F	rotest Due Date: 12/15/202	1 For Calendar Year	: 2022
		APPLICATION	FOR REVIEW OF RATE D	ETERMINATION	CONTRIBUTION RATE
This contribution used to calculate in 2022 to 2020	•,	, ,			
OTRYK   BENEFIT CHARGES   TAXABLE WAGES   BENEFIT CHARGES   TAXABLE WAGES	( ) Taxable W ( ) Both Bene	Vages  Aftit Charges and Taxable Wages			This contribution rate is used to calculate your contribution due for quarters in 2022 ONLY
C3/2018		IDES RECORD	richt, Mry 2000 für umm derhand von derhand von der han der ha	EMPLOYE	R RECORD
C4/2018	QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
C1/2019   66,032.00   121,806.07	Q3/2018	545.00	3,271.96		
C2/2019   12,112.00   125,013.12     C3/2019   0.00   12,960.00   C4/2019   0.00   0.00   0.00   C4/2019   0.00   0.00   C4/2020   0.00   39,526.55   C4/2020   0.00   39,245.56   C4/2020   0.00   7,946.46   C4/2020   0.00   7,946.46   C4/2020   0.00   7,946.46   C4/2020   0.00	Q4/2018	1,548.00	11,421.97		
Q3/2019   0.00   12,960.00   0.00	Q1/2019	66,032.00	121,806.07		
Q4/2019   0.00   0.00   0.00   0.00   0.17020   0.725.00   231,771.94   0.00   39,526.55   0.00   39,526.55   0.00   39,245.56   0.00   39,245.56   0.00   7,946.46   0.00   7,946.46   0.00	Q2/2019	12,112.00	125,013.12		
Q1/2020 9,725.00 231,771.94  Q2/2020 0.00 39,526.55  Q3/2020 0.00 39,245.56  Q4/2020 0.00 7,946.46  Q1/2021 70,195.00 136,314.50  Q2/2021 6,681.00 155,321.98  TOTALS 166,838.00 884,600.11  NFORMATION AND ATTACHMENTS: ( ) UI-3/40 ( ) REG-UI-1 ( ) UI-50A ( ) Director's Order allowing BEN 118 Protest ) Other	Q3/2019	0.00	12,960.00		
Q2/2020 0.00 39,526.55  Q3/2020 0.00 39,245.56  Q4/2020 0.00 7,946.46  Q1/2021 70,195.00 136,314.50  Q2/2021 6,681.00 155,321.98  TOTALS 166,838.00 884,600.11  IFORMATION AND ATTACHMENTS: ( ) Ui-3/40 ( ) REG-Ui-1 ( ) Ui-50A ( ) Director's Order allowing BEN 118 Protest  Other	Q4/2019	0.00	0.00		
Q3/2020 0.00 39,245.56  Q4/2020 0.00 7,946.46  Q1/2021 70,195.00 136,314.50  Q2/2021 6,681.00 155,321.98  TOTALS 166,838.00 884,600.11  IFORMATION AND ATTACHMENTS: ( ) UI-3/40 ( ) REG-UI-1 ( ) UI-50A ( ) Director's Order allowing BEN 118 Protest  APPORTANT: This application for review setting forth specific reasons in support thereof must be filed within 15 DAYS after the printed date of the protest are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date bove.  AIL TO: FAX TO:  LINOIS DEPARTMENT OF EMPLOYMENT SECURITY 3 S STATE ST, 10TH FLOOR HICAGO, IL 60603-2802 igned:	Q1/2020	9,725.00	231,771.94		
Q4/2020 0.00 7,946.46  Q1/2021 70,195.00 136,314.50  Q2/2021 6,681.00 155,321.98  TOTALS 166,838.00 884,600.11  IFORMATION AND ATTACHMENTS: ( ) UI-3/40 ( ) REG-UI-1 ( ) UI-50A ( ) Director's Order allowing BEN 118 Protest ) Other	Q2/2020	0.00	39,526.55		
Q1/2021 70,195.00 136,314.50  Q2/2021 6,681.00 155,321.98  TOTALS 166,838.00 884,600.11  IFORMATION AND ATTACHMENTS: ( ) UI-3/40 ( ) REG-UI-1 ( ) UI-50A ( ) Director's Order allowing BEN 118 Protest ) Other	Q3/2020	0.00	39,245.56		
Q2/2021 6,681.00 155,321.98  TOTALS 166,838.00 884,600.11  #FORMATION AND ATTACHMENTS: ( ) UI-3/40 ( ) REG-UI-1 ( ) UI-50A ( ) Director's Order allowing BEN 118 Protest ) Other	Q4/2020	0.00	7,946.46		
### TOTALS 166,838.00 884,600,11  #### IFORMATION AND ATTACHMENTS: ( ) UI-3/40 ( ) REG-UI-1 ( ) UI-50A ( ) Director's Order allowing BEN 118 Protest  Other	Q1/2021	70,195.00	136,314.50		
IFORMATION AND ATTACHMENTS: ( ) UI-3/40 ( ) REG-UI-1 ( ) UI-50A ( ) Director's Order allowing BEN 118 Protest  Other	Q2/2021	6,681.00	155,321.98		
#PORTANT: This application for review setting forth specific reasons in support thereof must be filed within 15 DAYS after the printed date of rotests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date bove.  #AIL TO: FAX TO: LINOIS DEPARTMENT OF EMPLOYMENT SECURITY (217) 557-1948 3 S STATE ST, 10TH FLOOR #HICAGO, IL 60603-2802 igned:	TOTALS	166,838.00	884,600,11		
LINOIS DEPARTMENT OF EMPLOYMENT SECURITY (217) 557-1948 3 S STATE ST, 10TH FLOOR HICAGO, IL 60603-2802 igned: Title:	) Other IPORTANT: Totests are cor	This application for review setting forth s	pecific reasons in support thereof n	nust be filed within 15 DAYS at	ter the printed date of mail
3 S STATE ST, 10TH FLOOR CHICAGO, IL 60603-2802 Signed:	MAIL TO:		FAX TO:		
	3 S STATE ST	r, 10TH FLOOR	TY (217) 557-1948		
	Signed:		Title:		A STATE OF THE STA
Felephone: Date:	elephone:		Date:		

# SPIESS

## CONSTRUCTION, INC.

10284 VANS DR.

FRANKFORT, IL 60423

815-469-2333

FAX 815-469-2449

e-mail: bvmolen@spiessco.com

April 21, 2022

RE:

**Greenway Boulevard Water** 

Meter Improvements Village of Tinley Park

To Whom It May Concern:

Steve Spiess Construction, Inc. is signatory to collective bargaining agreements with the Midwest Operating Engineers Local 150, the Construction & General Laborers District Council of Chicago & Vicinity, and the Suburban Teamsters of Northern Illinois. Our employees receive health & welfare and pension benefits through their membership in one of these unions. These unions also operate apprenticeship programs to educate and train their members.

Very truly yours,

STEVE SPIESS CONSTRUCTION, INC.

Shawn Spiess Vice-President

# **Steve Spiess Construction, Inc.**

## 6-1 DRUG FREE WORKPLACE POLICY

**PURPOSE:** 

To provide guidance to management employees in the

operation of the Steve Spiess Construction, Inc. Drug Free

Workplace program.

**APPLICATION:** 

This policy shall apply to all employees whom management

at Steve Spiess Construction, Inc. specifies in a non-discriminatory manner to assure a drug free workplace.

ADMINISTRATION: When applicable or when required, drug testing may be required. Steve Spiess Construction, Inc. shall retain a certified lab to conduct and evaluate all drug testing associated with this program. Currently, area agreements with Carpenters (Article XXXII), Cement Masons 502 (Section 22), Cement Masons 803 (Section 19), Cement Masons 362 (Article 21), Operators Local 150 and Teamsters (Addendum 1) contain a version of the CISCO Uniform Drug/Alcohol Abuse Program. (See Appendix 6 A for CISCO's suggested policy.) Generally speaking, drug testing is permitted under the following conditions:

- 1. Pre-employment.
- When a supervisor has reasonable cause to believe the employee has reported for work under the influence or has been under the influence while on the job.
- 3. When an employee is involved in a workplace accident and drugs or alcohol are suspected as a cause.

Since each area agreement is different, check individual area agreement when developing a policy for craft employees. The basic provisions of each agreement are outlined in the table below.

**TRAINING:** All employees covered by the program shall be provided one hour of training each year.

REASON:	Laborers	Operator	Carpenter	Teamster	Masons- 502	Masons- 803	Masons- 362
Pre- employment	YES	YES	NO	YES	NO	NO	NO
For Cause	YES	YES	YES	YES	YES	YES	YES
After an Accident	YES	YES	YES	YES	YES	YES	YES
Randomly	No	NO	NO	YES	NO	NO	NO



#### **SAFETY POLICY STATEMENT**

The safety and health of our employees is this company's most important business consideration. No employee will be required to do a job that they consider unsafe. The company will comply with all applicable OSHA workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

The safety committee includes employer and employee representatives who are responsible for identifying hazards and unsafe work practices, removing obstacles to accident prevention, and helping evaluate the company's effort to achieve an accident-and-injury-free workplace.

### The company pledges to do the following:

- Strive to achieve the goal of zero accidents and injuries.
- Provide mechanical and physical safeguards wherever they are necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
- Train all employees in safe work practices and procedures.
- Provide employees with necessary personal protective equipment and train them to use and care for it properly.
- Enforce company safety and health rules and require employees to follow the rules as a condition of employment.
- Investigate accidents to determine the cause and prevent similar accidents.

# Managers, supervisors, and all other employees share responsibility for a safe and healthful workplace.

- Management is accountable for preventing workplace injuries and illnesses.
   Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety-and-health hazards and regularly review the company's safety and health program.
- Supervisors are responsible for supervising and training workers in safe work practices.
- Supervisors must enforce company rules and ensure that employees follow safe practices during their work.
- Employees are expected to participate in safety and health program activities including, immediately reporting hazards, unsafe work practices, and accidents to supervisors or a safety committee representative, wearing required personal protective equipment, and participating in and supporting safew committee activities.

Shawn Spiess – Vice President / Cus/ M. Date: 1/28/22



## **CERTIFICATE OF LIABILITY INSURANCE**

3/7/2022

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

ti	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER						CSU Cons	truction			
HUB International Midwest Limited 1411 Opus Place Suite 450					PHONE [AKC, No]: 630-468-5690 [AKC, No]: 630-468-5696					
Downers Grove IL 60515						E-HARL ADDRESS: CSUConstruction@hubinternational.com				
						ins	SURER(S) AFFOR	IDING COVERAGE		NAIC#
	A STATE OF THE STA				INSURE	RA: Traveler	s Property Ca	sualty Company of Ameri	ca	25674
	RED			STEVSPI-02	INSURE	Rs: Colony S	Specialty Insu	rance Company		36927
	eve Spiess Construction Inc 284 Vans Drive				INSURE	Rc: Valley F	orge insuranc	e Company		20508
	inkfort IL 60423				INSURER D: The Continental Insurance Company					35289
wsurer E : National Fire Insurance Company of Hartford 20478								20478		
	INSURER F : Market Insurance Company 38970								38970	
				NUMBER: 1451892090				REVISION NUMBER:		
IA C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTA POLICI	ME! IN, IES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	OCCUMENT WITH RESPE	OT TO W	HICH THIS
LTR	TYPE OF INSURANCE	ADDL S	VER	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	5	
С	X COMMERCIAL GENERAL LIABILITY			6076045319		3/11/2022	3/11/2023	EACH OCCURRENCE	\$ 2,000,0	000
	CLAIMS-MADE X OCCUR	¥ 1			ĺ			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,00	0
	4.20	and the second						MED EXP (Any one person)	\$ 10,000	
	X Includes XCU	)collago:						PERSONAL & ADV INJURY	s 2,000,0	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,0	000
	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$4,000,0	000
	OTHER:						4		Ş	
Đ	AUTOMOBILE LIABILITY			6076045322		3/11/2022	3/11/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
	X ANY AUTO		0					BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS		2000					BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY	41-96-75						PROPERTY DAMAGE (Per accident)	\$	
							-		\$	
A	X UMBRELLA LIAB X OCCUR			CUP2T004911		3/11/2022	3/11/2023	EACH OCCURRENCE	\$ 6,000,	000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 6,000,	000
	DED X RETENTIONS 10 000								\$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6076045336		3/11/2022	3/11/2023	X PER OTH-		
	ANYPROPRIETORIPARTNERIEXECUTIVE N	N/A						E.L. EACH ACCIDENT	\$ 1,000,	000
	(Mendatory in NH)					,		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,	000
8 8 F	Leased/Rented Equipment Motor Truck Cargo Contractors Politifion Liability	edecoeptions in the control of		IM255310 IM255310 CPLMOL110235		3/11/2022 3/11/2022 3/11/2022	3/11/2023 3/11/2023 3/11/2023	Limit/Deductible: Limit; Each Pall Cond/Aggr	\$475,0 \$100,0 \$2,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of insurance.										
CE	PTIEICATE NOI DED				644	101 L ATION		ntining and the state of the st	······	
Steve Spies Construction, Inc. 10284 Vans Drive						EXPIRATIO CORDANCE W	THE ABOVE ( N DATE TH ITH THE POLIC	DESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
Frankfort IL 60423					Authorized Representative Nul K-Hughez					

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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. 2022-R-042, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION FOR GREENWAY BLVD. WATER METER VAULT IMPROVEMENTS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 3, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of May, 2022.

VILLAGE CLERK	