

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, February 18, 2025, beginning at 6:00 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:00 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 FEBRUARY 4, 2025.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-019 RECOGNIZING THE
VICTOR J. ANDREW HIGH SCHOOL VARSITY CHEER TEAM - **President**
Glutz

ACTION: Discussion: The Victor J. Andrew High School Varsity Cheer Team placed
eighth at the State Finals on Saturday, February 8, 2025, in Bloomington-
Normal. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #4

SUBJECT: RECEIVE PRESENTATION OF THE TINLEY PARK BUSINESS SPOTLIGHT – AMAZON FRESH - **President Glotz & Clerk O'Connor**

ACTION: Discussion: Amazon Fresh, located at 16017 S. Harlem Avenue, features consistently low prices and a wide selection of national brands and high-quality produce, meat, and seafood. Customers can enjoy a convenient in-store shopping experience along with delicious, prepared food offerings made fresh every day. The Village is pleased to welcome Andrea Cygan of Amazon Fresh.

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2025-R-009 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING AND LAWN SPRINKLING CO., INC. FOR IRRIGATION MAINTENANCE IN THE AMOUNT OF \$39,545.
- B. CONSIDER ADOPTING RESOLUTION 2025-R-010 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ELECTRIC ONE FOR THE EMERGENCY OPERATIONS CENTER (EOC) PURCHASE AND INSTALLATION OF CRESTRON EQUIPMENT IN THE AMOUNT OF \$80,150.
- C. CONSIDER ADOPTING RESOLUTION 2025-R-015 APPROVING A JOB ORDER CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEAR CONSTRUCTION FOR POST 2 (18301 RIDGELAND AVENUE) ROOF REPLACEMENT IN THE AMOUNT OF \$91,345.94.
- D. CONSIDER ADOPTING RESOLUTION 2025-R-017 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS IN THE AMOUNT OF \$41,589.
- E. CONSIDER ADOPTING RESOLUTION 2025-R-018 APPROVING AN AGREEMENT WITH SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (“SSERT”) FOR RENEWAL OF JOINT TASK FORCE AGREEMENT.
- F. CONSIDER REQUEST FROM INGALLS DEVELOPMENT FOUNDATION, ONE INGALLS DRIVE, HARVEY, ILLINOIS TO CONDUCT A RAFFLE THURSDAY, APRIL 17, 2025, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$2,500. WINNERS WILL BE DRAWN AT THE ODYSSEY, 19110 SOUTH RIDGELAND AVENUE, ON APRIL 17, 2025.

- G. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$848,505.79 AS LISTED ON THE VENDOR BOARD APPROVAL REPORT DATED FEBRUARY 4, 2025.

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

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING ORDINANCE 2025-O-003 GRANTING A VARIATION FROM THE ZONING ORDINANCE TO ALLOW A DECK WITHIN THE REQUIRED FRONT YARD AT 7542 163RD PLACE - **Trustee Mahoney**

ACTION: Discussion: The Variation from Section III.H.1 of the Zoning Ordinance allows a deck within the required front yard. The Plan Commission held a Public Hearing on January 16, 2025, and voted 1-4 to recommend denial of the Variation with the plans and Findings of Fact as noted in the Staff Report. The Village Board reviewed this item as a first reading on February 4, 2025. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-012 APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO STILL RIDE BIKE SHOP FOR THE PROPERTY LOCATED AT 6741 SOUTH STREET - **Trustee Mahoney**

ACTION: Discussion: Still Ride Bike Shop is a new bicycle shop located in The Boulevard in Downtown Tinley Park. Josh Klein will be installing new exterior aluminum wall sign. The Sign Grant shall be in an amount not to exceed \$3,860. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-016 AUTHORIZING THE VILLAGE MANAGER TO CONTRACT FOR THE PURCHASE OF ELECTRICITY - ELECTRICAL AGGREGATION PROGRAM - **Trustee Brady**

ACTION: Discussion: This Resolution authorizes the Village Manager to contract for the purchase of electricity for the electrical aggregation program. This item was discussed at the Committee of the Whole prior to this meeting. **The Resolution is eligible for adoption.**

COMMENTS:

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-011 AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE LEASING AGREEMENT FOR NETWORK & SECURITY PROFESSIONAL SERVICES FOR A 12-MONTH PERIOD - **Trustee Brady**

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

COMMENTS:

ITEM #10

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-013 APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT 191ST STREET AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE - **Trustee Mueller**

ACTION: Discussion: Consider approving the Intergovernmental Agreement with Will County in the amount of \$170.55 per month. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-014 APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT 191ST STREET AND PANDUIT DRIVE - **Trustee Mueller**

ACTION: Discussion: Consider approving the Intergovernmental Agreement with Will County in the amount of \$170.55 per month. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #13

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #14

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #15

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD FEBRUARY 4, 2025**

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 February 4, 2025. President Glotz called this meeting to order at 6:04 p.m.

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

At this time Trustee Brady lead a prayer for the victims and families of the plane crashes in Washington D.C. and Philadelphia.

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
Village Attorney:	Luanne Galovich

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

Motion was made by Trustee Sullivan, seconded by Trustee Brennan to approve and place on file the minutes of the Public Hearing and the regular Village Board Meeting held on January 21, 2025. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- Hawaii Fluid Art, 17200 Oak Park Avenue, Unit 104

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to perform a swearing in ceremony for firefighter Scott Richards. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time Clerk O'Connor performed a swearing in ceremony for firefighter Scott Richards.

Meeting of the Board of Trustees – Minutes**February 4, 2025**

2

Motion was made by Trustee Brennan, seconded by Trustee Brady to proclaim **2025 AS THE “YEAR OF THE VFW” IN HONOR OF THE VFW’S INVALUABLE CONTRIBUTIONS TO THE VETERAN COMMUNITY IN TINLEY PARK AND AROUND THE WORLD.** 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 appoint **RALPH POLITANO TO THE MARKETING COMMISSION FOR THE 2025 FISCAL YEAR.** 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 Brennan to appoint **SHANNON SCHORIE TO THE POSITION OF POLICE CLERK MATRON.** Shannon has nearly twenty-four (24) years of police records experience working for municipal police departments in positions with increasing levels of responsibility. She is experienced with records division functions and holds various certifications including LEADS full access and FOIA Officer. 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 appoint **GIANNA ANGELO TO THE POSITION OF POLICE CLERK MATRON.** Gianna has nearly four (4) years of related experience working for a security firm and local courthouse in customer service and administrative roles. She is familiar with police records operations and eager to continue to grow her career in police operations. Gianna holds a Bachelor Degree in forensic criminal investigation/criminal justice. 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 appoint **AMY CALLAN TO THE POSITION OF POLICE CLERK MATRON.** Amy has over eight (8) years of related customer service focusing on sales, marketing, and administrative duties. She is familiar with working in a fast-paced environment and holds an Associate of Applied Science degree. 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 consider approving the following Consent Agenda items:

- A. CONSIDER ADOPTING RESOLUTION 2025-R-005 APPROVING A RENEWAL OF SOUTH SUBURBAN MAYORS & MANAGERS ASSOCIATION (SSMMA) MEMBERSHIP IN THE AMOUNT OF \$30,416.
- B. CONSIDER ADOPTING RESOLUTION 2025-R-007 AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$40,000.
- C. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,295,191.47 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JANUARY 24 AND 31, 2025.

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 Sullivan to adopt and place on file **ORDINANCE 2025-O-004 AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES (CLASS “AV-1” – DURBIN’S OF TINLEY, INC.– 17327 OAK PARK AVENUE)**. Durbin's of Tinley, Inc. has approached the Mayor's Office seeking a Class AV-1 license for a planned establishment at 17327 Oak Park Avenue. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2025-R-008 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LAWN MAINTENANCE SERVICES**. This contract with City Escape Garden and Design, LLC is for Lawn Maintenance Services for property violations. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Mueller to place on first read **ORDINANCE 2025-O-003 GRANTING A VARIATION FROM THE ZONING ORDINANCE TO ALLOW A DECK WITHIN THE REQUIRED FRONT YARD AT 7542 163RD PLACE**. The Variation from Section III.H.1 of the Zoning Ordinance allows a deck within the required front yard. The Plan Commission held a Public Hearing on January 16, 2025, and voted 1-4 to recommend denial of the Variation with the plans and Findings of Fact as noted in the Staff Report. The Village President, Village Clerk, and all Trustees favor the proposed variation and do not see a negative effect to the community.

President Glotz invited the petitioner to speak. She praised Jason and Michael for their guidance through this process.

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 adopt and place on file **RESOLUTION 2025-R-006 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND JETCO, LTD. FOR THE POST 11 (17805 CLOVERVIEW DRIVE) WATER TOWER REHABILITATION CONSTRUCTION**. This contract with JetCo, LTD. is in the amount of \$1,357,883. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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.

Meeting of the Board of Trustees – Minutes**February 4, 2025**

4

Trustees Brady and Mahoney and Clerk O'Connor commented on the cost to taxpayers for the signs surrounding the former Tinley Park Mental Health Center (TPMHC) property.

Trustee Shaw stated that certain State Legislators exhibit examples of what he described as "legislative hubris" and outlined several recently passed laws and introduced bills.

Clerk O'Connor commented on the funding needed by the Park District to complete the remediation work at the former TPMHC property and on the potential development.

President Glotz commented on the staffing levels of the Tinley Park Police Department.

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

Resident Joy Gallivan reintroduced to the Village Board a sewage backup incident that occurred at her home in September of 2024. She had concerns that this was due to contractor negligence in the street resurfacing program.

Chas Davis, Davis Concrete, commented on the sewage backup incident that occurred at Joy Gallivan's home in September of 2024, denying responsibility.

Motion was made by Trustee Shaw, seconded by Trustee Brady to permit Joy Gallivan to address the Village Board again. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried. Ms. Gallivan readdressed the Board regarding the sewage backup. President Glotz requested a report from Public Works on this incident be sent to the Village Board.

Resident Vicki O'Malley stated her concerns regarding the sewage backup incident Ms. Gallivan's.

Motion was made by Trustee Brennan, seconded by Trustee Brady to adjourn the Village Board meeting at 7:51 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

**RECOGNIZING THE
VICTOR J. ANDREW HIGH SCHOOL
VARSITY CHEER TEAM**

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor



Interoffice Memo

Date: January 30, 2025

To: John Urbanski, Public Works Director

From: Kelly Mulqueeny, Street & Fleet Superintendent

Subject: Service Contract Award - Renewal Irrigation Maintenance (Year 3 of 3)

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

Scope of Work: This service contract is based on a per year agreement with the option for two additional renewals that provide start up, winterization, and repair services to our irrigation systems at 3 (three) Streets Department locations and 4 (four) Facilities Department locations that includes a total of 190 zones:

- LaGrange Road
- Harlem Avenue
- 171st Medians
- Fire Station #4
- Oak Park Ave. Metra Station
- Village Hall
- Police Station

Description:

Public Works is recommending that we approve a contract with Aquamist Plumbing & Lawn Sprinkling Co. Inc. for irrigation services on our 7 locations throughout Tinley Park (see above). The contract has the option of 2 (two) -1 (one) year renewals. This would be the 3rd (third) and final year out of the possible 3 (three) year contract.

Budget / Finance: Funding is budgeted in the FY26 Budget.

Budget Available	\$39,545
Year 3 of 3 contract	<u>\$39,545</u>
Difference under budget	\$ 0

Staff Direction Request:

1. Approve the service contract for the FY26 Contract with Aquamist Plumbing and Lawn Sprinkling Co., Inc. of Frankfort, IL in the amount of \$39,545.
2. Direct Staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-009

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AQUAMIST PLUMBING & LAWN SPRINKLING CO., INC. FOR IRRIGATION
MAINTENANCE**

**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. 2025-R-009**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND AQUAMIST PLUMBING & LAWN SPRINKLING CO., INC. FOR IRRIGATION
MAINTENANCE**

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 Aquamist Plumbing & Lawn Sprinkling Co., Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of February 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT WITH AQUAMIST PLUMBING & LAWN SPRINKLING CO., INC. FOR IRRIGATION MAINTENANCE

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. 2025-R-009, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING & LAWN SPRINKLING CO. INC. FOR IRRIGATION MAINTENANCE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Aquamist Plumbing and Lawn Irrigation 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 **Thirty nine thousand five hundred and forty two dollars 24 Cents (\$39,542.24)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

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

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

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

CERTIFICATIONS BY CONTRACTOR**Affidavit of Compliance**

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

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

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

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

Business Organization

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

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

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois, January 1973

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

Describe supporting documentation attached: Cert of Good Standing

Federal Employer I.D. #: 36-286-1774

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

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

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

Registered with Illinois Department of Employment Security:

Yes ☐ No ☒

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

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years

Yes ☐ No ☒

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

N/A

EOE Compliance

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

Yes ☒ No ☐**Employee Classification**

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A ☐ Yes ☒ No ☐**Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☒ No ☐

License	Number	Date Issued	Current Expiration	Holder of License
055	See attached			
058				
000				
Tinley Park				

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

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

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

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

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

Form C Additional Information (if required)

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

Illinois Department of Revenue registration

Illinois Department of Employment Security registration

Standards of Apprenticeship/Apprentice Agreements N/A

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

Written Safety Policy Statement signed by company representative

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

Workers' Compensation Coverage

Professional or Trade Licenses

Local
BO
program

Eligibility to Contract

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

Aquamist Plumbing &
Lawn Sprinkling Co., Inc.
9370 W. Laraway Rd, Ste E
Frankfort, IL 60423
www.aquamist.net

Name of Contractor (please print)

Submitted by (signature)

Vice Pres

Title

Certificate of Compliance with Illinois Human Rights Act

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

Aquamist Plumbing &
Lawn Sprinkling Co., Inc.
9370 W. Laraway Rd, Ste E
Frankfort, IL 60423
www.aquamist.net

Name of Contractor (please print)

Submitted by (signature)

Vice Pres

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.

Aquamist Plumbing &
Lawn Sprinkling Co., Inc.
9370 W. Laraway Rd, Ste E
Frankfort, IL 60423
www.aquamist.net

Name of Contractor (please print)

Submitted by (signature)

Vice Pres

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.~~

Aquamist Plumbing &
Lawn Sprinkling Co., Inc.
Name of Contractor (please print)
Frankfort, IL 60423
www.aquamist.net

Submitted by (signature)

Title

Vic Pardo

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)

Aquamist Plumbing &
Lawn Sprinkling Co., Inc.
Name of Contractor (please print)
9370 W. Laramie Rd. Suite 2
Frankfort, IL 60423
www.aquamist.net

Submitted by (signature)

Title

Vic Pardo

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

** Only New Construction
* not service work*

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Aquamist Plumbing &
Lawn Sprinkling Co., Inc.
9370 W. Laraway Rd, Ste E

Frankfort, IL 60423
Name of Contractor (please print)
www.aquamist.net

VICE President

Title

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

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance N

Aquamist Plumbing &
Lawn Sprinkling Co., Inc.
9370 W. Laraway Rd, Ste E

Frankfort, IL 60423
Name of Contractor (please print)
www.aquamist.net

VICE President

Title

[Signature Page to Follow]

CONTRACTOR NAMEBY: 1/30/25
DatePrinted Name: Julie ZitoTitle: Vice-President**VILLAGE OF TINLEY PARK**

BY: _____

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

ATTEST:

Village Clerk

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

Date**VILLAGE OF TINLEY PARK**

BY: _____

Village Manager

Date

SCOPE OF SERVICES

The proposed construction consists of Irrigation Maintenance

**Proposal Title:
VILLAGE OF TINLEY PARK
Irrigation Maintenance**

Dated: February 27, 2023

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

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

$\emptyset$ N/A

[illegible]

Form C

Additional Information Required

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

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

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
UTC Campus	Carly Ritar 312.596.4647	1.8 mil	Ø
Village of S. Holland	Grant Gutierrez 708.606-1661	20k	Ø
City colleges breakfast telf	C. Magnano 773 602-5252	10k	Ø

Ø not first
Contract with Village

Item II: *Ø none*

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

Verify that all of your Illinois Business Authorization information is correct.
If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

AQUAMIST PLUMBING & LAWN SPRINKLING

9370 W LARAWAY RD STE E
FRANKFORT IL 60423-1936

Expiration Date:
12/27/2024

Certificate of Registration

Use Taxes

(1099-6631)

ILLINOIS DEPARTMENT OF REVENUE

[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: 10/31/2023



Village of Tinley Park Contractor's License

THIS LICENSE IS ISSUED SUBJECT TO THE TINLEY PARK
MUNICIPAL CODE AND SPECIFIC ORDINANCES AND IS NOT TRANSFERABLE OR ASSIGNABLE

Aquamist Plumbing & Lawn Sprinkling
9370 W Laraway Rd
Ste E
Frankfort IL 60423

License Number LP27889
Bond Expiration
Certificate of Insurance 4/25/2025

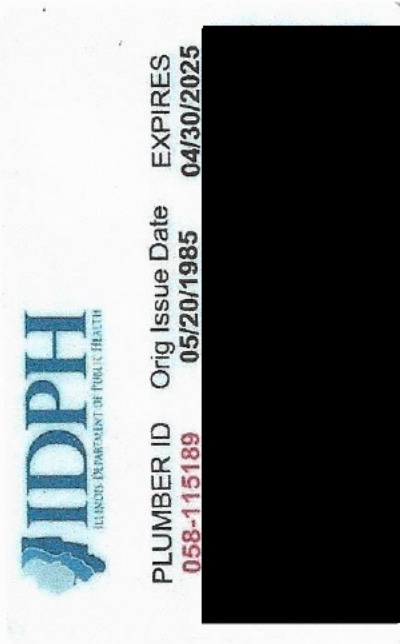
Trade	Issued Date	Expiration Date	License Number
Plumbing		9/30/2025	State 055-004865
Lawn Sprinkler		2/28/2025	State 060-001901

[Redacted Signature]

Nancy M. O'Connor, Village Clerk

[Redacted Signature]

Michael W. Glotz, Village President



AQUAMIST PLUMBING & LAWN
SPRINKLING
9370 W LARAWAY RD, SUITE E
FRANKFORT IL 60423

FEE RECEIPT NO.

 Illinois Department of PUBLIC HEALTH			EH0201344	
LICENSE, PERMIT, CERTIFICATION, REGISTRATION				
The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.				
Issued under the authority of the Illinois Department of Public Health				
EXPIRATION DATE 02/28/2025	CATEGORY 60	ID NUMBER 060-001901		
AQUAMIST PLUMBING & LAWN SPRINKLING				
IRRIGATION CONTRACTOR REGISTRATION				
AQUAMIST PLUMBING & LAWN SPRINKLING 9370 W LARAWAY RD, SUITE E FRANKFORD IL 60423				
07	Cook	The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #EH-21-044		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2024

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

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

PRODUCER Flag Insurance Services Inc 11450 SE Dixie Highway Unit 104B Hobe Sound FL 33469		CONTACT NAME: Bill Flagler PHONE (A/C, No, Ext): (312) 939-1515 FAX (A/C, No): (312) 939-1516 E-MAIL ADDRESS: bflagler@flaginsurance.com	
INSURED Aquamist Plumbing & Lawn Sprinkling Co, Inc 9370 W. Laraway Rd., Suite E Frankfort IL 60423		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

COVERAGES

CERTIFICATE NUMBER: CL2421514789

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		0132082	04/25/2024	04/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PLPAK \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		0132082	04/25/2024	04/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y		0132082	04/25/2024	04/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0012766	04/25/2024	04/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licencees, invitees, and attorneys to be included as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

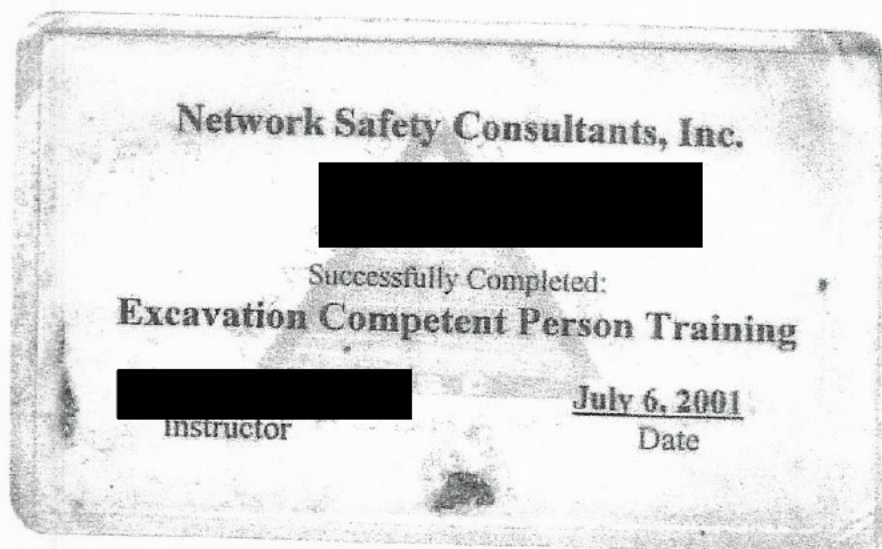
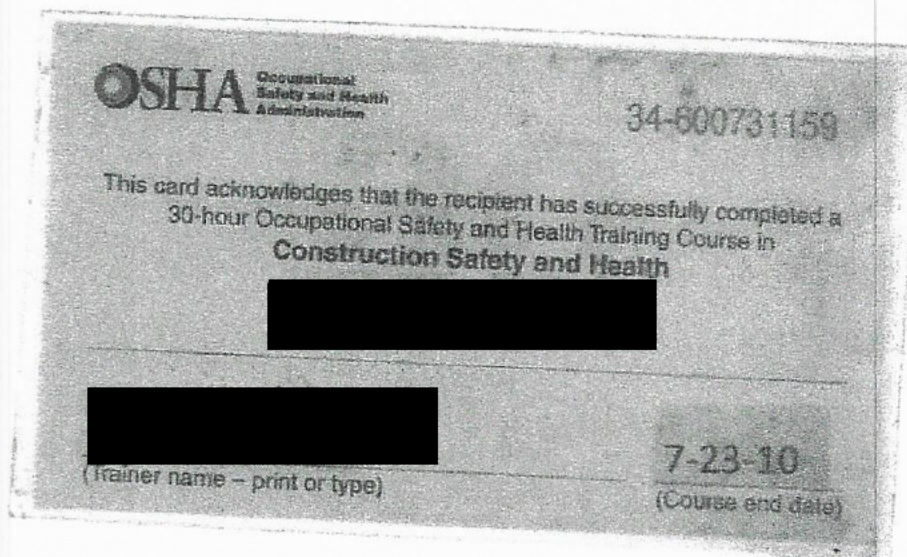
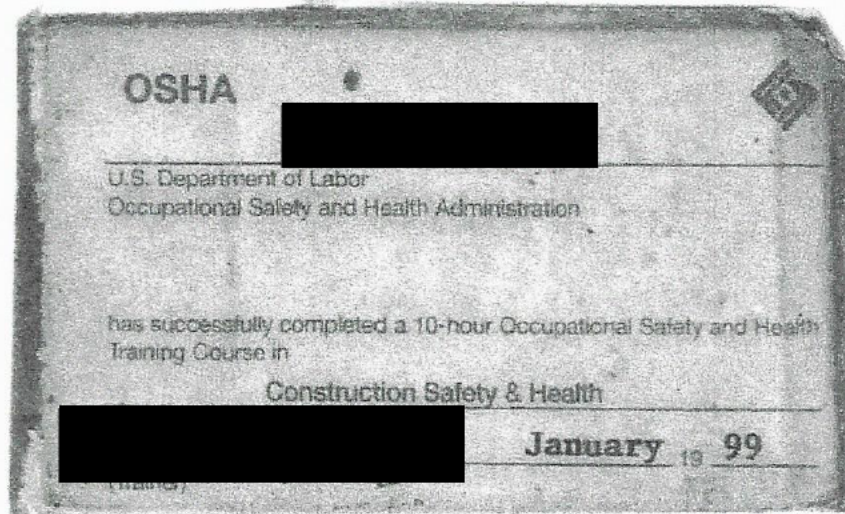
Village of Tinley Park
 16250 S. Oak Park Ave.

Tinley Park

IL 60477

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

AUTHORIZED REPRESENTATIVE





PLUMBING & LAWN SPRINKLING CO., INC.
9370 W. Laraway Rd., Suite E Frankfort, IL 60423
Phone: 708/895-1340 Fax: 708/841-6967
WWW.AQUAMIST.NET

State Plumbing License: 058-116189

AQUAMIST PLUMBING & LAWN SPRINKLING COMPANY
COMPANY SAFETY MANUAL

Aquamist Plumbing & Lawn Sprinkling Co., Inc. will make every effort to provide a safe and healthy work environment. All supervisors and workers must be dedicated to continuing to reduce the risk of injury. Aquamist Plumbing & Lawn Sprinkling Co., Inc., will utilize knowledge and awareness to make safe employees that will properly use personal protective equipment, procedures, equipment and materials to ensure safety. Aquamist Plumbing & Lawn Sprinkling Co., Inc. is committed to working hard to ensure the work environment and job site is prepared and maintained to ensure safety.

Julie Jabloff Zito, Vice President

GENERAL REQUIREMENTS

1. The contractor shall take all measures to ensure the safety of the job site for its Employees and the public.
2. The Contractor shall, at all times, be in compliance with the regulations set by OSHA And all other laws, ordinances, codes, rules and regulations relative to the safety and Prevention of accidents.
3. The Contractor shall provide a reasonable on-site member as a safety coordinator to Regulate and make any alterations necessary towards the safety on the job-site (Usually the job foreman).
4. Upon the completion of the work, the Contractor shall clean-up any and all material That is the property of Contractor and re-store the job site area to good and presentable Condition.
5. The Contractor shall protect all surrounding obstacles and property, such as cars, Mailboxes, street poles, etc.
(a) In case of damages caused by Contractor to any surrounding obstacles, Contractor Shall make repairs at no cost to the owner.
6. The Contractor shall post signs that warn the public and workers of any dangers on the Job site, such as open excavations.
7. Flammable material shall be kept at a minimum on job site and properly handled and Stored in accordance with all applicable codes and standards.
8. In the event the Contractor Job Foreman renders the job site hazardous, all Proceedings will cease until condition has been resolved to proper working and safe Order by either owner or party responsible for hazardous material / condition.
9. In case of emergencies that threaten the safety of any of the workers for the Contractor The job Foreman, at his discretion, is permitted to act as to avoid any injuries and or Accidents that may have occurred otherwise.
10. At all times, the contractor shall provide proper and safe facilities for access and

- Inspection of job site for the general Contractor and / or architect.
11. The Contractor shall provide all adequate protection from the weather so as to protect The workers as well as the equipment from injury or damages.
 12. All recommendations from the Contractor employees, Owner, Architect or general Public will be reviewed and followed-up.
 13. The Contractor shall only employ qualified personnel.

Please initial here as acceptance to these safety rules and regulations:
EMPLOYEE RESPONSIBILITIES

The following offenses will result in immediate disciplinary action:

1. Failure to follow the prescribed parking and traffic regulations.
2. Failure to report immediately to your supervisor any accident, injury, or damage to Company property.
3. Operating, using or possessing power machinery, or movable equipment or machinery, Or making adjustments to such without authorization from supervisor.
4. Failure to maintain proper maintenance on company vehicles, machines, and Equipment; removal or adjustments of safety devices on job site without authorization From company supervisor.
5. Leaving running equipment unattended.
6. Failure to sweep and clean up around work area before quitting time.
7. Performing any of the following disorderly conducts:
 - a) Failure to maintain satisfactory work performance or causing excessive re-work, scrap, waste or damage; incompetent or inefficient work performance.
 - b) Deliberately restricting production output, engaging in a slow down, or encouraging others to do so.
 - c) Deliberately concealing defective work.
 - d) Horseplay or interference with other employees / parties.
 - e) Overstaying rest periods, or leaving without authorization from supervisor.
 - f) Failure to wear hard hats, gloves, recommended clothing and / or any prescribed attire as authorized by supervisor when on job site.
 - g) Failure to wear safety glasses when welding.
 - h) Maintaining poor hygiene habits while on the job site or on company grounds.
 - i) Verbally offending, arguing, fighting with fellow workers, or other parties, deliberately provoking or enticing another person to engage in an assault or fight during working hours or on company property at any time; not reporting such Incident to your supervisor.
 - j) Carrying dangerous weapons or explosives on company property or job site.
 - k) Reporting to work under the influence of alcohol or habit-forming drugs or having such in one's possession on company property or job site.
 - l) Smoking in unauthorized locations on job site.
 - m) Failure, without just cause, to give notice before the start of a shift, or lateness, or absence from work as far in advance as possible to your supervisor or other person designated to receive such notice.
- 8) Stealing and / or the following:
 - a) Taking customer's property of any kind or using any of the subcontractor's equipment without permission from authorized personnel from that party.
 - b) Willfully destroying, damaging or hiding property belonging to the company, another employee, customer or other party.

ACCIDENT REGULATIONS

The Contractor shall provide at the job site and make available to all workers the medical Equipment and supplies necessary to supply first aid service to all persons injured during Work.

All accidents that have occurred, either pertaining to one worker, more than one worker for the same company, or a separate party other than the Contractor and its workers, the Following information is taken and reported within twenty-four (24) hours.

- a) Name of person or persons involved.
- b) Home address of person(s) involved.
- c) Location of occurrence.
- d) Time of day and date.
- e) Description of occurrence.
- f) Statements from witnesses.
- g) Signature of Contractor's Superintendent.

Failure to report immediately to your supervisor any accident, injury, or damage to property will result in immediate disciplinary action.

Please initial here as acceptance to these safety rules and regulations:

EMPLOYEE AGREEMENT

I have read and understand the safety policies and rules described in this manual set forth by Aquamist Plumbing & Lawn Sprinkling Co., Inc. and will hereby agree to follow and respect the above stated regulations of employment and have received a copy for my records.

Signature of Employee: _____

Witnessed by: _____

Date of Acceptance: _____

Please initial here as acceptance to these safety rules and regulation: _____



Business Entity Search

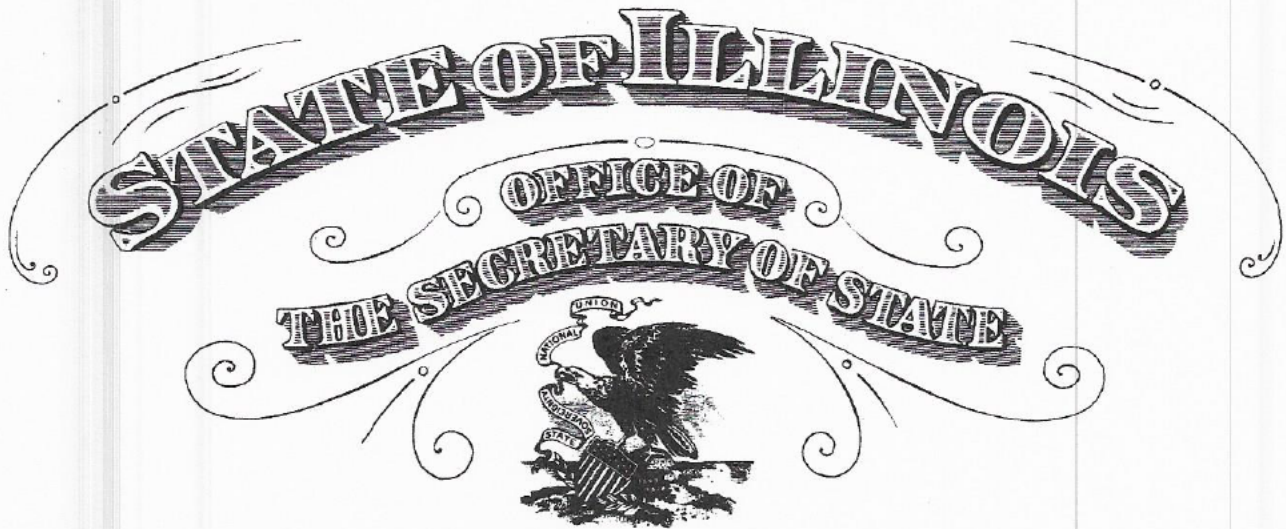
Entity Information

Entity Name	AQUAMIST PLUMBING AND LAWN SPRINKLING CO.		
File Number	50852415	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03-12-1976	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	2025
Agent Information	JEFFREY A HECHTMAN 500 WEST MADISON ST STE 3700 CHICAGO ,IL 60661	Agent Change Date	02-27-2014

Services and More Information

File Number

5085-241-5



To all to whom these Presents Shall Come, Greeting:

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

AQUAMIST PLUMBING AND LAWN SPRINKLING CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 12, 1976, 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 11TH day of SEPTEMBER A.D. 2024 .

Authentication #: 2425500602 verifiable until 09/11/2025
Authenticate at: <https://www.ilsos.gov>

SECRETARY OF STATE

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

AQUAMIST PLUMBING & LAWN SPRINKLING

**9370 W LARAWAY RD STE E
FRANKFORT IL 60423-1936**

Expiration Date:
12/27/2025

Certificate of Registration

Use Taxes

(1099-6631)

ILLINOIS REVENUE

[Signature]
Director

Issued Date: **10/28/2024**

OFFICIAL DOCUMENT



Interoffice Memo

Date: February 12, 2025

To: John Urbanski, Public Works Director

From: Jimmy Quinn, Facilities Superintendent

Subject: Emergency Operations Center (EOC) Purchase and Installation of Crestron Equipment

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

Description:

Public Works is requesting authorization to purchase and install the Crestron Equipment that is part of the Emergency Operations Center remodel. This equipment will be used for Audio/Visual applications such as video conferencing, digital content distribution, and multiple management technologies that operate under one umbrella. There is a limited amount of contractors and manufacturers that provide and install this type of equipment. Electric One from Crestwood, Illinois was the low bidder.

Background: The Emergency Operations Center is currently being remodeled in the lower level of the Public Safety Building. This enhanced equipment will allow the management team to use multiple complex technologies that are needed during critical situations and events that arise. These upgrades are required to stay in compliance with industry standards.

<u>Contractor:</u>	<u>Location:</u>	<u>Proposal:</u>
Electric One	Crestwood, IL	\$80,150.00
Clear Loss Prevention	Chicago, IL	\$92,975.50
Applied Communications Group	Schaumburg, IL	\$119,227.55

Budget / Finance: Funding is budgeted and available in the approved FY25 Budget for the EOC Capital Remodel Project.

Contract Amount: \$80,150.00

Staff Direction Request:

1. Approve an Agreement with Electric One of Crestwood, Illinois in the amount of \$80,150.00 for the Emergency Operations Center purchase and installation of the Crestron equipment.
2. Direct Staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-010

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ELECTRIC ONE FOR THE EMERGENCY OPERATIONS CENTER (EOC)
PURCHASE AND INSTALLATION OF CRESTRON EQUIPMENT**

**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. 2025-R-010**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ELECTRIC ONE FOR THE EMERGENCY OPERATIONS CENTER (EOC) PURCHASE AND INSTALLATION OF CRESTRON EQUIPMENT**

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 Electric One, 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 18th day of February, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH ELECTRIC ONE FOR THE EMERGENCY OPERATIONS CENTER (EOC) PURCHASE AND INSTALLATION OF CRESTRON EQUIPMENT

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. 2025-R-010, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ELECTRIC ONE FOR THE EMERGENCY OPERATIONS CENTER (EOC) PURCHASE AND INSTALLATION OF CRESTRON EQUIPMENT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK

Dear Mr. Quinn,

We appreciate the opportunity to submit this proposal for your electrical needs.

Based on our walkthrough, Electric One, Inc. will :

Provide :

February 3, 2025

Jimmy Quinn
Facilities Superintendent
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477

Regarding :

Creston
Equipment
17355 68th coun
Tinley Park, IL



- Price for labor and installation of Creston equipment
- Parts list attached to this proposal
- Terminate and test system.

Total : Eighty Thousand One Hundred Fifty Dollars

\$80,150

Note : Any additional work will be on a separate time and material invoice.

We hope the above proposal meets with your approval. If acceptable please sign, _____ date and return along with a purchase order. If you have any questions, please feel free to contact us at (708) 535-3001.

By signing this document, you are entering into a contractual agreement for the above mentioned work.

Respectfully submitted,



Ryan Blake

Note: This proposal is valid for 30 days.
Proposal # 8287-5

Accepted by :

Signature/Date
Your P.O. Number

13930 Kildare Ave. • Crestwood, IL 60418 • Office (708) 535-3001 , Fax (708) 535-0881 , electrici.net

Manufacturer - Name	Manufacturer Part Number	Product Description	Qty
Elmo		MA-I STEMCAM Visual presenter with Android-Based	1

Shure			Ceiling Array Microphone	2
Shure	Manufacturer Part Number	Product	Audio conferencing processor offers IntelliMix DSP algorithm	
Crestron	1385	MA-1 S	X Series Amplifier a-	
Crestron	MXA920W-S	Ceiling	series Control System	1
SAMSUNG	P300-IMX	Audio e	75-inch Commercial 4K IJHD Display, 350 NIT 55-	1
SAMSUNG		algorith	inch Commercial 4K IJHD Display, 350 NIT	
Chief	AMP-X300	X Serie	Large Fusion Micro-Adjustable Tilt Wall Mount	6
JBL	CP4N	4-Serie	Control 26C with Transformer. For use on a 70.7V or	7
	QB75C	75-Inch	IOOV D	6
Crestron	QB55C	55-inch	AirMedia• Series 3 Receiver 200 with Wi-Fi• Network	2
	LTM1U	Large F	Connecti	
Crestron	CONTROL 26CT	Control	Nvx• 4K60 . HDR Network AV Encoder/Decoder	10
crestron		100V D	A reliable, high performance AV over IP encoder that	9
	AM-3200-WF	AirMed	transpo	
Crestron		Conne	Crestron i Beyond p12 PTZ Camera, 12x Optical Zoom,	
	DM-NVX-360	DM NV	Moon Gra	
Crestron	DM-NVX-E30	A reliat	10.1 in. Wall Mount Touch Screen, Black SmoothtJu	2
Crestron		transpo	Crestron Flex Small Room Conference System with	1
	IV-CAM-P12-B	Crestro	Video Soundb	
Crestron			Crestron Flex Video Conference System Integrator Kit	1
	TSW-1070-B-S UC-B30-T-		with AS	
Crestron	GV		Premium Crestron Flex Support (M, MM, B, or	
Ctestron			R•Series)	1
Extron	UC-CIOO-T		Premium Crestron Flex Support (C-Series)	
				1
	UC.FLEXCARE UC-		HDMI 4K/60 DTP2 Receiver and Switcher with Audio	1
	FLEXCAREC		DéEmbeddin	
	60-1588-52			

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
2/3/2025

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

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

PRODUCER The Bulow Group, Inc. 18521 Spring Creek Drive, Suite B Tinley Park IL 60477 License#: PC-1709914		CONTACT NAME: Certificates PHONE (A/C, No, Ext): 708-258-5448 E-MAIL ADDRESS: coi@thebulowgroup.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Cincinnati Insurance Company		10677
INSURED Electric One, Inc. 13930 Kildare Ave. Crestwood IL 60418		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 369529179

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS- ☒ MADE OCCUR AGGREGATE LIMIT APPLIES PER: GE ☐ JCY ☐ PRO-JECT ☐ LOC IER: ☒	Y	Y	EPP 0618515	6/13/2024	6/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	EBA 0618515	6/13/2024	6/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$	\$ 1,000,000 \$ \$ \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$ ☐			EPP 0618515	6/13/2024	6/13/2025	EACH OCCURRENCE AGGREGATE \$	\$ 5,000,000 \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	EWC 0618516	6/13/2024	6/13/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	☐ Leased/Rented Contractors E&O			EPP 0618515	6/13/2024	6/13/2025	Equipment Occ/Aggr	100,000 1,000,000

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

Additional Insureds on a primary non contributory basis including completed operations as respects General Liability & Auto Liability. Waiver of Subrogation in favor of the Additional Insureds as respects General Liability, Auto Liability, Workers Compensation, all the foregoing as required by a written & signed contract. Umbrella follows form.

Additional Insured: Village of Tinley Park

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park
16250 Oak Park Ave.
Tinley Park IL 60477
USA

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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ACORD 25 (2016/03)

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Interoffice Memo

Date: February 10, 2025

To: John Urbanski, Public Works Director

From: Jimmy Quinn, Facilities Superintendent

Subject: Post 2 (18301 Ridgeland Avenue) Roof Replacement – Job Order Contract (JOC)

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

Description: We are requesting authorization to replace the roof at Post 2 utilizing the JOC procurement method. Bear Construction is the awarded general contractor that will perform the work under an existing cooperative contract through The Interlocal Purchasing System (TIPS) cooperative contract.

Background: The existing roof is original to the building that was built in 1998. This existing roof is a combination of a shingled roof and a membrane roof. Both styles of roofing are starting to fail and have reached their end of lifespans.

Budget/Finance: Funding was budgeted and approved for the FY25 Capital Projects.

<u>Contractor:</u>	<u>Location:</u>
Bear Construction	Rolling Meadows, IL
Budget available:	\$101,000.00
Contract amount:	<u>\$91,345.94</u>
Difference (under budget):	\$9,654.06

Staff Direction Request:

1. Approve the JOC Contract for the Post 2 roof replacement with Bear Construction in the amount of \$91,345.94.
2. Direct staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-015

**A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE
VILLAGE OF TINLEY PARK AND BEAR CONSTRUCTION FOR POST 2 (18301
RIDGELAND AVENUE) ROOF REPLACEMENT**

**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. 2025-R-015**A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND BEAR CONSTRUCTION FOR POST 2 (18301 RIDGELAND AVENUE) ROOF REPLACEMENT**

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 Bear Construction, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of February, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND BEAR CONSTRUCTION FOR POST 2 (18301 RIDGELAND AVENUE) ROOF REPLACEMENT

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-015, “**A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND BEAR CONSTRUCTION FOR POST 2 (18301 RIDGELAND AVENUE) ROOF REPLACEMENT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK



Final Estimate

Admin User

Bear Construction

230104 - TIPS Trades, Labor, and Materials (Part 2 with JOC) - Base Term -

4/30/2023 to 4/30/2025

Tinley Park Water Station Roof - TIPS-024

Estimator: Admin User	Tinley Park Water Station Roof
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Division Summary (MF04)		
01 - General Requirements	\$26,771.00	26 - Electrical
02 - Existing Conditions	\$4,131.00	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites	\$3,600.00	33 - Utilities
07 - Thermal and Moisture Protection	\$38,077.60	34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		
Totalling Components		
Priced Line Items	\$81,851.20	Contractors Coefficient (TIPS) (-2.0000%)
RSMeans NORTH SUBURBAN, IL CCI 2024Q2, 113.60%	\$11,131.76	
Grand Total		\$91,345.94

Estimator: Admin User

Tinley Park Water Station Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements							
1	01-21-53-50-1450-L	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum Material handling of all demo debris and new roofing materials	Costs	91,000.0000	7.0000%	\$6,370.00	RSM23FAC L, O&P
2	01-21-53-50-1700-M	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, minimum Protect existing facitily and rooftop equipment during construction.	Costs	91,000.0000	2.0000%	\$1,820.00	RSM23FAC M, O&P
3	01-31-13-20-0260	Field personnel, superintendent, average Site supervision	Week	2.0000	\$3,725.00	\$7,450.00	RSM23FAC L, O&P
4	01-31-13-30-0050	Insurance, standard builders risk, maximum Project insurance.	Job	91,000.0000	0.8000%	\$728.00	RSM23FAC O&P
5	01-31-13-90-0100	Performance Bond, for buildings, maximum Performance and Payment Bond.	Job	91,000.0000	2.5000%	\$2,275.00	RSM23FAC O&P
6	01-54-33-20-5310-3	Rent per week for rent truck, dump, 4 axle, 25 ton, 18 C.Y. payload, 450 H.P. Haul truck for demo debris removal	Ea.	1.0000	\$1,925.00	\$1,925.00	RSM23FAC E, O&P
7	01-54-33-40-2065-2	Rent per day for rent forklift,pnm tire,all terr,tele boom, 10,000lb, 31' reach, 45' lift Material handling equipment.	Ea.	4.0000	\$1,053.25	\$4,213.00	RSM23FAC E, O&P
8	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer Mobilize and demoblize equipment and crews	Ea.	2.0000	\$995.00	\$1,990.00	RSM23FAC L, E, O&P
01 - General Requirements Total						\$26,771.00	
02 - Existing Conditions							
9	02-41-19-20-0100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only Dump fee for all removed debris	Ton	51.0000	\$81.00	\$4,131.00	RSM23FAC M, O&P
02 - Existing Conditions Total						\$4,131.00	
06 - Wood, Plastics, and Composites							
10	06-11-10-02-2740	2" x 4" miscellaneous wood blocking, to steel construction, per M.B.F. 2x blocking at roof edges	M.B.F.	0.5000	\$7,200.00	\$3,600.00	RSM23FAC M, L, O&P
06 - Wood, Plastics, and Composites Total						\$3,600.00	
07 - Thermal and Moisture Protection							
11	07-22-16-10-1735	Polyisocyanurate insulation, for roof decks, 2-1/2" thick, 2#/CF density, fastening excluded	S.F.	3,200.0000	\$2.84	\$9,088.00	RSM23FAC Grn, M, L, O&P

Estimator: Admin User

Tinley Park Water Station Roof

07 - Thermal and Moisture Protection

Item	Description	UM	Quantity	Unit Cost	Total	Book
Install (2) layers of 2.5" Polyiso roof insualtion at flat roof						
12 07-22-16-10-3110	Roof deck insulation, fastening alternatives, 12" OC beads, low-rise polyurethane Line item used for ISO stick adhesive for insulation over precast concrete deck	Sq.	32.0000	\$151.00	\$4,832.00	RSM23FAC M, L, O&P
13 07-31-13-10-0450	Asphalt shingles, premium, laminated multi-layered shingles, class A, 260-300 lb/sq New asphalt roofing shingles	Sq.	26.0000	\$395.00	\$10,270.00	RSM23FAC M, L, O&P
14 07-31-13-10-0825	Asphalt shingles, #30 felt underlayment 30# felt under asphalt shingles	Sq.	26.0000	\$22.00	\$572.00	RSM23FAC M, L, O&P
15 07-31-13-10-0850	Asphalt shingles, self adhering polyethylene and rubberized asphalt underlayment Ice and water shield at all eaves and valleys	Sq.	8.0000	\$134.00	\$1,072.00	RSM23FAC M, L, O&P
16 07-31-13-10-0900	Asphalt shingles, ridge shingles ridge shingles	L.F.	105.0000	\$4.88	\$512.40	RSM23FAC M, L, O&P
17 07-54-23-10-0200	Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, fully adhered Install new TPO roofing membrane and flat roof area	Sq.	19.0000	\$292.00	\$5,548.00	RSM23FAC M, L, E, O&P
18 07-65-10-10-5800	Sheet metal flashing, lead, flexible, 2.5 lb per SF, up to 12" wide, including up to 4 bends Lead flashing at plumbing vents	S.F.	12.0000	\$14.60	\$175.20	RSM23FAC M, L, O&P
19 07-65-10-10-9324	Sheet metal flashing, steel sheets, flexible, galvanized, 24 gauge, including up to 4 bends Misc metal flashing	S.F.	75.0000	\$8.95	\$671.25	RSM23FAC M, L, O&P
20 07-71-16-20-0100	Pitch pockets, adjustable, welded corners, 4" to 7", 4" deep Pitch pockets at roof penetrations	Ea.	4.0000	\$65.50	\$262.00	RSM23FAC M, L, O&P
21 07-71-19-10-1350	Gravel stop, galvanized steel, plain, with continuous cleat, 4" leg, 4" face height, 24 gauge Roof edge flashing at shingle and membrane roofing systems	L.F.	275.0000	\$17.85	\$4,908.75	RSM23FAC M, L, O&P
22 07-72-23-20-2500	Vent, roof Replace ridge vents	Ea.	2.0000	\$83.00	\$166.00	RSM23FAC M, L, O&P
07 - Thermal and Moisture Protection Total					\$38,077.60	

Trades

23 ROFC	Roofers, Composition - 2023 RSMeans Facilities O&P Rate Roofing labor to demo existing asphalt and membrane roofing systems down to deck, including membrane, shingles, misc flashing, insulation, etc.	Hour	104.0000	\$89.15	\$9,271.60	Trades L, O&P
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Estimator: Admin User				Tinley Park Water Station Roof		
Trades						
Item	Description	UM	Quantity	Unit Cost	Total	Book
	Trades Total					\$9,271.60
			Estimate Grand Total			91,345.94

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 63
DATE (MM/DD/YYYY)

10/29/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Sharon Panos PHONE (A/C, No, Ext): (847) 908-8714 E-MAIL ADDRESS: Sharon.Panos@MarshMMA.com		FAX (A/C, No): (847) 440-9123
	INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Partners Insurance C INSURER B : Amerisure Insurance Company INSURER C : Travelers Property Casualty Co INSURER D : INSURER E : INSURER F :		NAIC # 11050 19488 25674

COVERAGES**CERTIFICATE NUMBER:** 2023132318**REVISION NUMBER:**

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

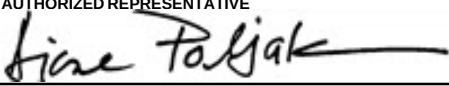
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL21194180405	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA21194220305	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU21194200301 EX3Y99435224NF	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC21194210305	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project: Village of Tinley Park

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR’S BLANKET FLEX ADDITIONAL INSURED
ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL 21194180405	Agency Number 0295921	Policy Effective Date 07/01/2024
Policy Expiration Date 07/01/2025	Date 07/01/2024	Account Number 20023845
Named Insured BEAR CONSTRUCTION COMPANY	Agency Marsh McLennan Agency SUREBUILT CAPTIVE	Issuing Company AMERISURE PARTNERS INSURANCE COMPANY

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a “written agreement” that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such “written agreement”.
2. If “your work” began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:

a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and

b. the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a “written agreement” means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of “bodily injury”, “property damage”, or “personal and advertising injury” that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Opinions;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

- D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. **Other Insurance.**

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ILLINOIS
CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT
TABLE OF CONTENTS**

	Page
1. Additional Definitions	9
2. Aggregate Limits Per Location	7
3. Aggregate Limits Per Project	7
4. Blanket Contractual Liability – Railroads	3
5. Broadened Bodily Injury Coverage	10
6. Broadened Knowledge Of Occurrence	8
7. Broadened Legal Liability Coverage For Landlord's Business Personal Property	8
8. Broadened Liability Coverage For Damage To Your Product And Your Work	10
9. Broadened Who Is An Insured	3
10. Co-Employee Bodily Injury Coverage for Managers, Supervisors, Directors or Officers [see provision 9, Broadened Who Is An Insured, paragraph 2.a.(1)]	4
11. Contractual Liability – Personal And Advertising Injury	3
12. Damage To Premises Rented To You – Specific Perils and Increased Limit	7
13. Designated Completed Projects – Amended Limits Of Insurance	11
14. Incidental Malpractice Liability	7
15. Increased Medical Payments Limit And Reporting Period	7
16. Mobile Equipment Redefined	9
17. Nonowned Watercraft And Nonowned Aircraft (Hired, Rented Or Loaned With Paid Crew)	3
18. Product Recall Expense	2
19. Property Damage Liability – Alienated Premises	2
20. Property Damage Liability – Elevators And Sidetrack Agreements	2
21. Property Damage Liability – Property Loaned To The Insured Or Personal Property In The Care, Custody And Control Of The Insured	2
22. Reasonable Force – Bodily Injury or Property Damage	9
23. Supplementary Payments	3
24. Transfer Of Rights (Blanket Waiver Of Subrogation)	9
25. Unintentional Failure To Disclose Hazards	8

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:
Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
 - 1.** The use of elevators; or
 - 2.** Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
 - 1.** Failure of any products to accomplish their intended purpose;
 - 2.** Breach of warranties of fitness, quality, durability or performance;
 - 3.** Loss of customer approval or any cost incurred to regain customer approval;
 - 4.** Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
 - 5.** Caprice or whim of the insured;
 - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 8.** Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
 - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and

- b. “Product recall expenses”.

- 8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all “product recall expenses” arising out of the same defect or deficiency.

5. **NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

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

- (a) Less than 75 feet long; and

- (b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- (b) The aircraft is rented to you with a trained, paid crew; and

- (c) The aircraft is not being used to carry any person or property for a charge.

6. **BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph **c.** of “Insured Contract” is deleted and replaced by the following:

- c.** Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph **f.(1)** of “Insured Contract” is deleted.

7. **CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

8. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

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

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

9. **BROADENED WHO IS AN INSURED**

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2.** Each of the following is also an insured:
- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
 - (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1) (a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.
- Paragraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to your "employees" who are:
- (i)** Managers;
 - (ii)** Supervisors;
 - (iii)** Directors; or
 - (iv)** Officers;
- with respect to "bodily injury" to a co-"employee".
- (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by;
 - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c.** Any person or organization having proper temporary custody of your property if you die, but only;

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph i. does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded until the end of the policy period.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance, is an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part, or container, entering into, accompanying or containing "your products". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

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

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II - WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III – LIMITS OF INSURANCE**, provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** and is the greater of:

- 1.** \$10,000; or
- 2.** The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

- 1.** The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
- 2.** **SECTION IV**, paragraph **4.b. Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

- 1.** \$1,000,000; or
- 2.** The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.**

Exclusions, j. Damage to Property, the first paragraph following paragraph (6) is deleted and replaced with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form

as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. **SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

21. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

22. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) "Collapse"; or
- (4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) Fire;
 - (b) Smoke;
 - (c) "Collapse"; or
 - (d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

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

Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

23. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

- a. Means physical:**

- (1) Injury;
- (2) Disability;
- (3) Sickness; or
- (4) Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

- (5) Anguish;
- (6) Injury;
- (7) Humiliation;
- (8) Fright; or
- (9) Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

- c.** All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

24. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose of the project location. These limits are inclusive of and not in addition to the replaced limits.



Interoffice Memo

Date: January 31, 2025
To: John Urbanski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Subject: Lawn Treatments - 2025 Service Contract Renewal (Year 2 of 3)

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

Scope of Work: This service contract is a renewal for a qualified contractor to provide lawn treatments to the Villages 234 acres of lawn areas throughout Tinley Park. The scope varies by location.

Description: Public Works is recommending that we approve the renewal contract for lawn treatments at various locations in Tinley Park. The contract has the option of two (2) – one (1) year renewals. This would be the first (1st) renewal.

Budget / Finance: Funding in the amount of \$45,000 is requested in the FY26 Budget; Road and Bridge.

Budget Available	\$45,000
Bid Amount	<u>\$41,589</u>
Difference (Under Budget)	\$3,411

Staff Direction Request:

1. Approve the service contract for FY26 lawn treatments for TruGreen Limited Partnership in the amount of \$41,589.
2. Direct Staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2025-R-017

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS**

**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. 2025-R-017**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS**

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 TRUGREEN LIMITED PARTNERSHIP, 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 18th day of February 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS

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. 2025-R-017, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February 2025.

VILLAGE CLERK

Village of Tinley Park

SERVICE CONTRACT

LAWN TREATMENT

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

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Forty one thousand five hundred eight nine dollars zero Cents (\$41,589.00)**. Within thirty (30) calendar days of completion of the Work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the Work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the Work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all Subcontractors and material suppliers utilized on the project and (ii) Final Waivers of Lien from the Contractor, all Subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra Work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial Scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in Paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or Work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the Contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
5. Time is of the essence on this Contract. The Contractor shall complete all Work under this Contract on or before the dates specified in the Contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any Work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent Contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a Work product as described herein. The term "Subcontractor" shall mean and include only those hired by and having a direct Contract with Contractor for performance of Work on the Project. The Village shall have no responsibility to any Subcontractor employed by a Contractor for performance of Work on the Project, and all Subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal Agencies. Every Subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their Work. The Contractor shall be fully responsible to the Village for the acts and omissions of its Subcontractors, and shall ensure that any Subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance:

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

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

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

The undersigned Brian Rizzo, as Market Manager and on behalf
(Name) (Title)
of TruGreen having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

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

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

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

Describe supporting documentation attached: _____

Federal Employer I.D. #: 36-3734669

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

Registered with Illinois Department of Revenue: Yes [☒] No []

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

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

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

Tax Liens or Tax Delinquencies:

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

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

Equal Opportunity Employer Compliance:

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

Employee Classification:

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

Professional or Trade Licenses:

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

License	Number	Date Issued	Current Expiration	Holder of License
Business License	25-7650	12/12/24	12/31/25	Trugreen (limited) Partnership

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

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

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

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

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

Form C: Additional Information (if required)

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

Illinois Department of Revenue registration

Illinois Department of Employment Security registration

Standards of Apprenticeship/Apprentice Agreements

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

Written Safety Policy Statement signed by company representative

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

Workers' Compensation Coverage

Professional or Trade Licenses

Eligibility to Contract:

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this 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.

TruGreen
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Market Manager
Title

Certificate of Compliance with Illinois Human Rights Act:

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

TruGreen

Name of Contractor (please print)

[Redacted Signature]
Submitted by (signature)

Market Manager

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.

TruGreen

Name of Contractor (please print)

[Redacted Signature]
Submitted by (signature)

Market Manager

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.

TruGreen

Name of Contractor (please print)

[Redacted Signature]
Submitted by (signature)

Market Manager

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)

TruGreen
Name of Contractor (please print)


Submitted by (signature)

Market Manager
Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

TruGreen
Name of Contractor (please print)


Submitted by (signature)

Market Manager
Title

(N/A)

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

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

TruGreen
Name of Contractor (please print)


Submitted by (signature)

Market Manager
Title

[Signature Page to Follow]

CONTRACTOR

BY:

NAME _____

Brian Rizzo

Printed Name

Title

General Manager

Date _____

2/10/25

VILLAGE OF TINLEY PARK

BY:

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

Date _____

ATTEST

BY:

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

Date _____

VILLAGE OF TINLEY PARK

BY:

Village Manager

Date _____

EXHIBIT A:

SCOPE OF SERVICES

The proposed Work consists of **Lawn Treatment**

EXHIBIT B:

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

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

FORM B:**Individuals who will perform Work on the project.**

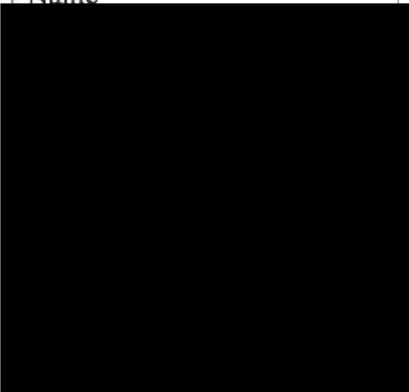
List all individuals who will perform Work on this project with the following information:

Individual is an employee (E) or Independent Contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

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

FORM A:

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

Name	Address	Work to be Performed
NO Sub-Contractors will be used		

FORM C:

Additional Information Required:

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

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

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

Item II:

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

Date	Law	Determination	Penalty

Village of Tinley Park**Lawn Treatments****SCOPE OF WORK:**

The Village of Tinley Park (VOTP) in its role of maintaining village-owned properties seeks the services of a capable Contractor to coordinate and deliver lawn treatment services at VOTP owned or VOTP maintained properties, such as right-of-ways and detention pond locations. The Contractor shall perform the following general services during the growing season, which is April 1st through December 1st.

- Lawn and Bed Treatments: Provide lawn and planting bed applications including weed control, fertilization, vegetation control and other related work for all areas listed in the detailed bid breakdown.
- On Demand Services/ New Work: When directed by the Street Superintendent or approved representative, provide, install, warranty and maintain all new landscape work as requested.
- Reports: Submit weekly and monthly reports as detailed below in the "Reporting Requirements" section below (page 02925-5)

BID REQUIREMENTS

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down for each area per month and total for the entire growing season. This contract will be in effect for the entire 2021 growing season. The growing season is April 1st through December 1st. Depending on weather conditions, treatment windows may be extended beyond the windows outlined below, and the bid should reflect that. This contract will have the option for 2 - one year extensions. The extension will be based on good workmanship and price. On occasion new on-demand work may be needed in addition to regular maintenance work items. Prices for on-demand services including labor should be included in the bid separate from regular maintenance. Any on-demand services must be approved by Street Superintendent or designated Street Foreman.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES:

The prospective bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the sites of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

PRE-CONSTRUCTION MEETING:

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit a work schedule on or before this meeting. In attendance shall be the Contractor's representative on the job; i.e., Construction Superintendent or Foreman. On, or

before this meeting, the Contractor and Village Street Foreman shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - Street Superintendent, Street Foremen, Contractor, Utility Company representatives, if utility work or adjustments are required. Also, any other persons as may be deemed necessary.
3. Specification information regarding source of materials, who is responsible for testing of materials, what, if any, work will be sublet, responsibility for maintaining traffic or detours, and any other problems relating to the work are to be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, they shall make application to the proper authorities, and conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions.

List of hydrants used must be turned in to Street Superintendent or assigned representative weekly. Contractor is responsible for reporting any malfunctioning or damaged hydrants.

Fire Hydrants shall be accessible at all times to the fire department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

QUANTITY CHANGES:

VOTP reserves the right to add or delete areas to be maintained under all of the treatment programs at the unit prices bid.

LOCATION OF UTILITIES:

Before starting any digging, the Contractor shall contact JULIE for location of any and all utilities (if necessary). The toll-free number is 800-892-0123.

The Contractor is responsible for notification and coordination with JULIE for location of utilities before and throughout the length of the contract.

NOTICE:

Village Notification

A minimum of forty-eight (48) hours notice shall be given to the VOTP prior to starting work, departing from a pre-approved regular schedule, or restarting work after some absence of work for any reason.

VOTP must be notified by the next business day if there have been any employee assignment changes to the crew assigned to the Village. Notification may be done by email, phone call or in person.

NOTIFY: Public Works
 Street Department:
 708-444-5520 Kelly Mulqueeney
 708-444-5526 Steve Nemecek
 708-444-5527 Steve Grossi
 Public Works
 Facilities Department:
 708-444-5594 Jimmy Quinn
 708-444-5500 Village Hall

For all pesticide application notifications, the following list of contacts must be emailed. A minimum of 24 hours prior to the work for all sites other than the Village Hall and the Police Station. The Village Hall and the Police Station require 4 days advanced notice via email:

Kelly Mulqueeney kmulqueeney@tinleypark.org
Jimmy Quinn jquinn@tinleypark.org
Diane Melone dmelone@tinleypark.org
David Galati dgalati@tinleypark.org
Angela Arrigo aarrigo@tinleypark.org
Laura Godette lgodette@tinleypark.org
Steve Nemecek snemecek@tinleypark.org
Steve Grossi sgrossi@tinleypark.org

PROTECTION AND SAFETY OF PEDESTRIANS: Work zone safety shall be practiced and maintained at all times until the project work is completely finished. Landscape work is obviously situated in areas traveled by pedestrians. The landscape work in this contract will be encountered by motorist, pedestrians and bicyclists throughout the growing season, for this reason the contractor must anticipate this and accommodate them. Any potential hazards to the general public due to materials, equipment, obstructions, tripping hazards, drop-offs or any hazardous aspects of the work must be remedied or properly protected and barricaded. Grass clippings may not be blown into streets or sidewalks.

WORK DAYS & NOISE LIMITATIONS: All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP. No work is to be performed or left open on Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. In rare instances, work conducted at public facilities such as Village Hall may be required outside the standard hours in order to work around a conflict, as directed by the Street Superintendent.

VILLAGE SPECIAL EVENTS: The Village has several special events throughout the year, typically held in the downtown area which may require all landscape maintenance work to be completed immediately beforehand so the sites are looking their best. These events include but are not limited to:

- Village Block Party (usually around the 3rd Sunday in July)

- Farmers Markets
- Music performances
- Movie showings

CLEAN-UP: The Contractor shall be responsible for thoroughly cleaning up any and all areas affected by their work. All parkways must be left neat. If the area has not been cleaned properly, VOTP Public Works will use a mechanical street sweeper or any other equipment we deem necessary to clean the area. All clean-up related work shall be incidental in cost to the contract work.

No work shall be left incomplete over holidays.

DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS: The Contractor shall be responsible for satisfactory removal and disposal of any litter found in the area. Contractor will completely remove all litter prior to treatments.

PARKWAY TREES: The Contractor shall inspect each work site in advance and arrange to execute the work in a manner which will not cause injury to trees. Any tree limbs that might be damaged by equipment operations should be protected by the contractor. Any tree limbs that are broken by equipment shall be reported to VOTP. The Village will neatly prune the damaged limb at the Contractor's expense.

DAMAGES: Work under this pay item shall include providing all the materials, labor and equipment necessary to remove and replace damaged areas that was caused by the contractor. VOTP will not provide a dumpsite for this material.

Ruts caused by equipment or vehicles must be restored to their original state. Seed is acceptable for damaged areas smaller than 9".

CONTRACTOR'S RESPONSIBILITIES

In providing the services under this Contract, the Contractor shall:

1. Exercise safe, sanitary and sound-business practices with the skill, care and diligence normally shown by professional landscapers.
2. Require all employees to wear suitable uniforms during the time they are on Village property.
3. Supply an adequate number of trained and fully insured personnel to perform all work.
4. Require one employee on a crew to understand all verbal and written instructions in English issued by the Street Superintendent or representative.
5. Remove all rubbish, debris and wastes from the location(s), resulting from the work performed, in an orderly and safe manner and legally dispose of same.
6. Provide evidence of all licenses and permits that may be required for all contract activities.
7. Provide required notification of chemical application on public areas, as required by law.

8. Require all personnel to report any hazardous or out of the ordinary conditions, as well as any vandalism, theft, deterioration, graffiti, damage, spills, evidence of rodent or animal infestation, unusual activity or the like, that may affect the operation and/or safety on Village properties, to the Street Superintendent, or representative. Any item in need of repair or replacement shall be reported on the same day it is observed.

9. Provide all consumable supplies, fertilizers, chemicals, water, equipment, tools, materials, containers, transportation, insurance, and labor required fulfilling the Contract and ensuring the health, vitality and appearance of plants and lawns.

Bidders shall also submit the names, experience and licenses for its Commercial Pesticide Applicator(s) that shall be used for spraying, weeds and pest control.

REPORTING REQUIREMENTS

The Contractor shall submit reports (e.g., weekly, monthly, annually, etc.) in any form, content, and substance that may be required by the Street Superintendent, or representative at any time during this Contract. It shall be initially required that the Contractor provides the following reports to VOTP:

- Advanced notification of implementation of “On Demand” projects in addition to all pesticide applications.
- Weekly report of the work week, outlining all completed activities (e.g., maintenance, spraying, products used, etc.) and staffing and indications of locations serviced.
- Monthly summary, with Contractor’s invoice, of all work performed during the preceding month as well as any problems incurred, solutions provided recommendations and new or outstanding issues that may be of relevance to the operation.
- Annual summary of the preceding year’s activities and a preliminary forecast of the coming year’s activities or concerns if applicable.
- Advanced notification of chemical application schedule, minimum of two days in advance to notify staff.

MEETINGS

It is anticipated that there will be required meetings between VOTP and the Contractor. These meetings may include representatives of other Village Departments and/or other Contractors or consultants, at the Street Superintendents’ discretion. It is initially anticipated that there will be a monthly meeting, April through December, to discuss landscape treatment issues. If necessary, additional Quality Assurance (QA) meetings will be scheduled by the Street Superintendent to review Village of Tinley Park’s standards as well as the overall quality of the Services. **An initial QA meeting to discuss start-up issues and requirements shall be scheduled upon Contract award.**

Attendance by the Contractor at all scheduled meetings shall be mandatory. The Contractor shall have a sufficient number of management level personnel (e.g., owner, superintendent, horticulturist, foremen) with decision-making authority available to attend meetings when scheduled. In any year of the

Contract, if the Contractor fails to attend meetings, VOTP may seek corrective measures that could include delays in the processing of Contractor's invoice.

STAFFING PLAN

The Contractor shall be responsible for employing and assigning a staff of competent personnel who are fully licensed, insured and qualified to perform the landscape work as required by this contract. At the onset of the Contract the Contractor shall provide staffing schedules for the Street Superintendents' review and approval. Staffing issues shall be reviewed at monthly meetings as required. Bidder shall describe anticipated maximum and minimum crew sizes with its bid. Bidder shall also provide a list and description of any work to be performed by subcontractors with its bid.

SUPPLY AND EQUIPMENT REQUIREMENTS

As described under "Contractor's Responsibilities," the Contractor shall supply all consumable supplies. Any costs for supplies shall be included as part of the bid price. Bidder shall submit a list of proposed supplies indicating a description and the brand name of each. Additionally, on demand the Contractor must provide a completed Manufacturer's Standard Material Safety Data Sheet (OSHA Form #20) for all fertilizers, herbicides and pesticides that may be used for the contract.

Any equipment or supplies of improper type or design, or inappropriate for the intended use, shall be replaced with satisfactory equipment or supplies at the Contractor's expense. On demand, the Contractor shall submit where it will warehouse and how it will transport the equipment to and from the site.

LIST OF SITES

The following list of sites is provided as a reference, and more details can be found in the detailed bid tab. VOTP may add or delete sites from the list as future maintenance needs may change. The acreages and square footages provided here are given as an estimate, and VOTP does not guarantee their accuracy. An estimated boundary of each site can be found in the corresponding map book on the page listed under the "Map Grid #" column. Some sites span more than one page, but in those cases only one map grid number is given. For treatment program one, only the turf areas are receiving treatments, but some parcels may also include beds in and amongst those turf areas. Treatment program two covers both lawn and bed areas at high profile sites.

LIST OF SITES

See Appendix A

LIST OF MAINTENANCE SERVICES TO BE PERFORMED

A detailed breakdown of the maintenance category that applies to each site can be found in Appendix A and on the bid tab pages. In general, standard turf only sites require treatment program 1, and select high profile sites require treatment program 2.

TREATMENT PROGRAM 1

This is the standard turf areas treatment program intended to manage turf in Village owned and Village maintained areas. Apply two rounds of treatments throughout standard turf areas annually. One application during the spring application window and once in the late summer application window. Any scheduled herbicide applications require four (4) days advanced notice to VOTP, and are subject to approval. Certain public buildings and facilities may require weekend or after hours applications, as directed by VOTP. All applications are to be performed in accordance with the manufacturer's specifications, by a state licensed pesticide applicator. Chemical Specifications are noted below.

TREATMENT PROGRAM 2

This is an intense treatment program intended to keep high profile Village sites looking their very best, including turf as well as landscape beds. Certain public buildings and facilities such as Village Hall may require weekend or after hours applications, as directed by VOTP. The program consists of four (4) annual applications for turf areas, and three (3) applications of appropriate herbicide to manage weeds and vegetation in planting bed areas. In addition to applications, this program also includes plant health care monitoring. During their scheduled visits, the Contractor shall monitor and identify any plant diseases and pests, and suggest treatment strategies with the Street Superintendent. Any treatments chosen will be considered additional services, and are subject to approval through a new proposal. Chemical Specifications are noted below.

LAWN CHEMICAL APPLICATION SPECIFICATIONS

The following products or approved equals

Spring Application: Between April 10th and April 30th

25-0-5 + 20% Barricade, ¾ lb. rate, escalate low-odor broadleaf weed control

- Granular fertilizer over all properties
- Crabgrass pre emergence weed control over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Late Spring/Early Summer Application: May 24th to June 7th

17-0-3 Liquid Weed Control or depending on weeds present low-odor broadleaf weed control

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Late Summer Application: July 23rd-August 6th (At least 30 days after previous application)

25-0-5, post-emergent

- Granular fertilizer over all properties

- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Fall Application: September 7th to September 30th

25-0-5, 1 lb rate, post-emergent low-odor broadleaf weeds control as needed

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

LANDSCAPE BEDS/VEGETATION MANAGEMENT SPECIFICATIONS**Vegetation Control applications for beds**

- 3 X applications total: Spring, Summer & Fall
- Razor & Surflan (depending on area treated)

Below are possible treatments if problem exists. Plant Health Care monitoring will determine if action is required, and treatments will be approved on an as needed "on-demand" basis.

LANDSCAPE BEDS/ PLANT HEALTH CARE SPECIFICATIONS (ON-DEMAND ONLY)**Spring Fertilization: April**

17-2-5 deep root feeding

Late Spring Insect & Disease Application: Late May (conditions depending)

Insecticide: Tristar & Miticide

Fungicides: Tourny

Early Summer Insect & Disease Applications: Late June / Early July

Insecticide: TriStar & Miticide

Fungicide: Tourny

Fall Fertilization: September

17-2-5 deep root feeding

CORE AERATION SPECIFICATIONS (ON-DEMAND ONLY)**After September 6th but before October 15th**

- Aerator holes shall be 3 inches deep, no more than 4 inches apart and generally no less than ¾ inch in diameter.

- If applicable, cleanup of any adjacent hard surfaces or paved areas must be done prior to departing the property

Lawn Treatment Specifications Village of Tinley Park

Lawn Chemical Application Specifications

Spring Application: Between April 10th and April 30th

25-0-5 + 20% Barricade, ¾ lb. rate, escalate low-odor broadleaf weed control

- Granular fertilizer over all properties
- Crabgrass pre emergence weed control over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Late Spring/Early Summer Application: May 24th to June 7th

17-0-3 Liquid Weed Control or depending on weeds present low-odor broadleaf weed control

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Late Summer Application: July 23rd-August 6th (At least 30 days after previous application)

25-0-5, post-emergent

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Fall Application: September 7th to September 30th

25-0-5, 1 lb rate, post-emergent low-odor broadleaf weeds control as needed

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Landscape Beds/Vegetation Management Specifications

Possible treatment if problem exists. Monitoring will determine if action is required.

Spring Fertilization: April

17-2-5 deep root feeding

Late Spring Insect & Disease Application: Late May (conditions depending)

Insecticide: Tristar & Miticide

Fungicides: Tourny

Early Summer Insect & Disease Applications: Late June / Early July

Insecticide: TriStar & Miticide

Fungicide: Tourny

Fall Fertilization: September

17-2-5 deep root feeding.

Vegetation Control applications for beds

- 3 X applications total: Spring, Summer & Fall
- Razor & Surflan (depending on area treated)

Core aeration Specifications (On-Demand Only)**After September 6th but before October 15th**

- Aerator holes shall be 3 inches deep, no more than 4 inches apart and generally no less than $\frac{3}{4}$ inch in diameter.
- If applicable, cleanup of any adjacent hard surfaces or paved areas must be done prior to departing the property

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC Creekside Crossing 8 Cadillac Drive, Suite 200 Brentwood TN 37027		CONTACT NAME: JoAnn Warpool PHONE (A/C, No, Ext): 615-244-8484 E-MAIL ADDRESS: JoAnn_Warpool@ajg.com FAX (A/C, No): 615-377-5101	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : AIG Specialty Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
 TruGreen Limited Partnership
 108 Alleenbill Drive
 Johnstown, PA 15904

TRUGHOL-01

COVERAGES**CERTIFICATE NUMBER:** 1517341583**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			02-615-75-32	1/1/2025	1/1/2026	Limit: \$5,000,000 Deductible: \$1,000,000

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

The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys are included as additional insured per the terms and forms above.

CERTIFICATE HOLDER**CANCELLATION**

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

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Interoffice Memo

Date: February 11, 2025

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

From: Thomas Tilton, Police Chief

Subject: South Suburban Emergency Response Team (SSERT) Joint Task Force Agreement Renewal

Presented to the Committee of the Whole and Village Board for discussion and action.

Description:

This Joint Task Force Agreement acknowledges that Participating Municipalities and their law enforcement agencies face limitations in jurisdiction. To enhance law enforcement efforts, the municipalities agree to pool resources and jointly exercise their authority, ensuring better protection for their citizens. The joint agreement renews Tinley Park Police Department participation with SSERT.

Staff Direction Request:

1. Approve the attached agreement with SSERT
2. Direct staff as necessary

Attachments:

1. South Suburban Emergency Response Team (SSERT) Joint Task Force Agreement (Reviewed and approved by our legal counsel)

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-018

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT) FOR JOINT
TASK FORCE RENEWAL AGREEMENT**

**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. 2025-R-018**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT) FOR JOINT TASK FORCE RENEWAL AGREEMENT**

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 South Suburban Emergency Response Team, 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 18th day of February, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH THE VILLAGE OF TINLEY PARK AND SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT) FOR JOINT TASK FORCE RENEWAL AGREEMENT

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-018, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT) FOR JOINT TASK FORCE RENEWAL AGREEMENT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK

SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT)
JOINT TASK FORCE AGREEMENT

The undersigned Participating Municipalities agree, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

SECTION 1 PURPOSE

This Joint Task Force Agreement is made in recognition of the fact that the Participating Municipalities and their law enforcement agencies or departments are charged with the duty of enforcing the law and protecting their citizens from criminal and illegal activity and that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime and illegal activity within their communities. The Participating Municipalities recognize the most effective means of accomplishing their law enforcement duties is through the pooling of resources and joint exercise of their authority. Each of the Participating Municipalities enter into this Joint Task Force Agreement to provide their citizens with effective law enforcement against those who engage in criminal or illegal activity.

SECTION 2 PARTICIPATING MUNICIPALITIES

The Participating Municipalities to this Joint Task Force Agreement are: Burbank, Calumet City, Chicago Heights, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Hazel Crest, Hometown, Homewood, Lansing, Lynwood, Markham, Matteson, Metra, Midlothian, Oak Forest, Orland Hills, Orland Park, Park Forest, Posen, Richton Park, Riverdale, Sauk Village, South Holland, Steger, Summit, Thornton, Tinley Park.

New municipalities and/or local government agencies may join SSERT pursuant to SECTION 9 below.

SECTION 3 DEFINITIONS

For the purpose of this Joint Task Force Agreement, the following terms are defined as follows:

A. Critical Incidents: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency, including but not limited to Armed/Suicidal Subjects, Barricaded Subjects, Hostage Situations, Sniper Situations, High-Risk Apprehension, High-Risk Warrant Service, Dignitary Protection, Civil Disturbances, Disaster Assistance, Terrorist Incidents, and Special Assignments.

B. Joint Task Force Agreement: This intergovernmental agreement shall take effect and supersede the original SSERT Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

C. Joint Task Force Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency at the direction of SSERT.

D. Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

E. Law Enforcement Aid: Law Enforcement Services provided by SSERT to a Stricken Agency during and/or in response to a Critical Incident pursuant to this Agreement.

F. Original SSERT Memorandum of Understanding (MOU): That Memorandum of Understanding pursuant to which SSERT and the Participating Municipalities or Agencies operate and are governed, which shall be in effect until this Agreement goes into effect and supersedes the Original Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

G. Participating Municipality: A municipality with a law enforcement agency or department dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in SSERT pursuant to the terms of this Agreement.

H. Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Municipality is primarily responsible for performing Law Enforcement Services.

I. SSERT Bylaws: The bylaws establishing the SSERT Executive Board and rules by which the SSERT Executive Board shall operate as adopted on November 18, 2014, and any amendment thereafter.

J. SSERT Commander/Coordinator: Commander or Coordinator shall be appointed by the SSERT President pursuant to the SSERT Bylaws, with the advice and consent of the SSERT Executive Board. The SSERT Commander/Coordinator shall be responsible to carry out the directive of the SSERT Executive Board and to follow the rules, policies and procedures promulgated by the SSERT Executive Board. The SSERT Executive Board, at its discretion, may also create assistant commanders, coordinators and/or leaders to assist the SSERT Commander/Coordinator in completing his/her duties and obligations.

K. SSERT Executive Board: The Executive Board of Officers of SSERT, the governing board of SSERT, established pursuant to Article IV of the SSERT Bylaws.

L. SSERT Policies and Procedures: The rules and guidelines that are promulgated, maintained, and periodically updated by the SSERT Executive Board. The SSERT Policies and Procedures shall govern the day-to-day operations of SSERT.

M. South Suburban Emergency Response Team ("SSERT"): An organization of south suburban law enforcement agencies participating in the original SSERT Memorandum of Understanding and this Agreement.

N. Stricken Agency: The Participating Municipality that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

O. Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Municipality primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

SECTION 4 AID AGREEMENT

A. Establishment of SSERT Team. Each Participating Municipality, at the discretion of the SSERT Executive Board, must assign sworn law enforcement officers to the SSERT Team.

- (i) The officers assigned to the SSERT Team remain employees of their respective Participating Municipalities. SSERT is not responsible for any salary, benefits, overtime or other compensation to officers assigned to the SSERT Team.
- (ii) The number of officers, rank, and other prerequisites for assignment to the SSERT Team shall be established by the SSERT Executive Board or designee of the Board.

B. Critical Incident Response. Whenever the Critical Incident occurs or is reasonably expected to occur, the senior officer present of the Stricken Agency, or his/her designee, may request law enforcement aid from SSERT. Once received, the SSERT Commander/Coordinator will review the request and:

- (i) Immediately determine whether the SSERT Team will assist.
- (ii) Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
- (iii) Dispatch immediately the SSERT Team and equipment required to assist the Stricken Agency in accordance with the SSERT Policies and Procedures.

C. SSERT's rendering of aid to a Stricken Agency under the terms of this Joint Task Force Agreement shall not be mandatory. In the event that SSERT cannot or will not render aid, it is the responsibility of the SSERT Commander/Coordinator to immediately notify the Stricken Agency of the circumstances that prevent SSERT from providing aid in response to the Critical Incident.

D. The senior officer present of the Stricken Agency, or his/her designee, shall assume full responsibility and command for operations at the scene, with the advice and cooperation of the SSERT Commander/Coordinator. The senior officer present of the Stricken Agency, or his or her designee, will assign SSERT personnel and equipment to positions when and where he/she deems necessary.

E. Requests for aid under this Joint Task Force Agreement will be initiated only in the event of a Critical Incident in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

F. SSERT Team members will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Critical Incident and its response is resolved to the

point which permits the Stricken Agency to satisfactorily handle it with its own resources as determined by the senior officer present of the Stricken Agency or his/her designee.

G. All Law Enforcement Services performed under this Joint Task Force Agreement shall be rendered without reimbursement of any party from the other(s). However, SSERT reserves the right to seek reimbursement for unusual or burdensome costs incurred in the performance of Law Enforcement Aid to the Stricken Agency. Any such reimbursement request shall be determined by the SSERT Executive Board. The Stricken Agency may present objections to the SSERT Executive Board, but the decision of the SSERT Executive Board on such reimbursement shall be final.

SECTION 5 INDEMNIFICATION

A. Each Participating Municipality assumes the responsibility for members of its police force acting pursuant to this Joint Task Force Agreement, both as to indemnification of said members of the Participating Municipality's police force as provided for by the Illinois Municipal Code, 65 ILCS 5/1-4-6, or any other Statute of the State of Illinois or law or bylaw of the Participating Municipality, as the case may be, and as to personal benefits to said members of the Participating Municipality's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Municipality when those members of its police force are acting solely within the Participating Municipality's Primary Law Enforcement Jurisdiction.

B. Defense and Indemnification of SSERT.

- (i) Defense. In the event that SSERT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of SSERT in such lawsuit, claim or action.
- (ii) Indemnification. To the extent permitted by law, the indemnification of SSERT from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against SSERT shall be shared equally between each Participating Municipality that assisted the Stricken Agency pursuant to SECTION 4.

SECTION 6 INSURANCE

A. Insurance Requirements. Each Participating Municipality under the terms of this Joint Task Force Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Law Enforcement Aid pursuant to this Joint Task Force Agreement as follows:

- (i) Commercial General Liability (including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum

General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (ii) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

B. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

SECTION 7 SSERT GOVERNANCE

A. The commanding officers of the Participating Municipalities shall maintain the SSERT Executive Board, and maintain the SSERT Policies and Procedures for giving and receiving Law Enforcement Aid under this Joint Task Force Agreement. The SSERT Policies and Procedures shall be reviewed and updated at regular intervals.

B. Each Participating Municipality agrees to pay dues or fees, as determined by the SSERT Executive Board in its sole and absolute discretion, in exchange for the Participating Municipality's participation in SSERT. Payments of such dues or fees, if any, are due at the commencement of participation in SSERT and thereafter upon request from the SSERT Executive Board.

SECTION 8 TERMINATION

A. Any Participating Municipality may withdraw from participation in SSERT and this Joint Task Force Agreement by notifying the SSERT Executive Board in writing whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of the written notice.

B. Any Participating Municipality that fails to meet its obligations in accordance with this Joint Task Force Agreement or with the SSERT Bylaws may have its participation in SSERT terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws.

C. Any Participating Municipality found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to SSERT, may have its participation in SSERT suspended or terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws. Before any Participating Municipality may be suspended or terminated from participation in SSERT, the Participating Municipality will be notified and shall have an opportunity to appear before the SSERT Executive Board.

D. Any terminated Participating Municipality, whether by voluntarily termination or termination by the SSERT Executive Board, shall be responsible for its prorated share of SSERT's liabilities at termination.

SECTION 9 ADOPTION AND EFFECT OF ADOPTION

A. This Joint Task Force Agreement shall be in full force and in effect (“Effective Date”) only upon the date of the last of the following events to occur:

- (i) the passage and approval of an ordinance or resolution approving participation in SSERT and this Joint Task Force Agreement, in the manner provided by law, by the corporate authorities of the undersigned Participating Municipality (“Approval”);
- (ii) the execution of this Joint Task Force Agreement by the head of the corporate authorities and the commanding officer of the undersigned Participating Municipality’s law enforcement agency/department (“Execution”);
- (iii) the Approval of participation in SSERT and this Joint Task Force Agreement, by the corporate authorities of at least a majority of the Participating Municipalities; and
- (iv) the Execution of this Joint Task Force Agreement by the heads of the corporate authorities and the commanding officers of their law enforcement agencies/departments of at least a majority of the Participating Municipalities.

B. If this Joint Task Force Agreement is brought into full force and effect pursuant to this SECTION 9(A) of this Joint Task Force Agreement, then on the Effective Date:

- (i) the undersigned Participating Municipality shall remain a Participating Municipality in SSERT;
- (ii) the Original SSERT Memorandum of Understanding shall be terminated; and
- (iii) this Joint Task Force Agreement and the provisions contained herein shall supersede and control over the Original SSERT Memorandum of Understanding and any provision contained therein.

C. The participation in SSERT of any Participating Municipality that fails to complete the Approval and Execution of this Joint Task Force Agreement in accordance with this SECTION 9(A) on or before the Effective Date will be terminated as of the day after the Effective Date. Any Participating Municipality who has its participation in SSERT terminated may seek participation in SSERT again at any time in accordance with the procedures set forth in SECTION 9(D) below of this Joint Task Force Agreement.

D. If the undersigned law enforcement agency is not a Participating Municipality on the Effective Date, it may join SSERT and this Joint Task Force Agreement by Adoption and Execution in accordance with the procedures in SECTION 9(A(i)) and (A(ii)) above and approval by the SSERT Executive Board of the New Participating Municipality as a Participating Municipality in SSERT pursuant to the SSERT Bylaws.

E. If this Joint Task Force Agreement is brought into full force and effect pursuant to this Section of this Joint Task Force Agreement, then as for each new Participating Municipality:

- (i) this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in SSERT; and
- (ii) any previous agreement related to SSERT shall be superseded by this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein.

SECTION 10 GENERAL PROVISIONS

A. **Non-Waiver of Immunities.** No Participating Municipality to this Joint Task Force Agreement or their law enforcement agencies, while performing under the terms of this Joint Task Force Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Municipality and their officials and employees would otherwise be entitled under statute or common law.

B. **Contractual Obligation.** The obligations and responsibilities incurred by a Participating Municipality under this Joint Task Force Agreement shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. **Application of Law and Venue.** This Joint Task Force Agreement shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Joint Task Force Agreement or the construction or interpretation of this Joint Task Force Agreement shall be in a state court in the County of Cook, Illinois.

D. **Authority.** The corporate authorities of each Participating Municipality certify that they are authorized on behalf of that Participating Municipality to enter into this Joint Task Force Agreement.

IN WITNESS WHEREOF, this Joint Task Force Agreement has been duly executed by the following parties:

(seal)

Name of Law Enforcement Agency

Head of Corporate Authorities

Commanding Officer of Law Enforcement Agency

ATTEST:

Clerk

Date

RAFFLE LICENSE APPLICATION



February 4, 2025

Date: _____

1. Organization name: Ingalls Development Foundation

2. Organization address: One Ingalls Drive, Harvey, IL 60426

3. Mailing address if different from above: _____

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

- ☐ Religious ☒ Charitable ☐ Labor ☐ Fraternal
☐ Educational ☐ Veterans ☐ Business

5. How long has the organization been in existence: 1982

6. Place and date of incorporation: Harvey, IL/August, 1982

7. Number of members in good standing: 14

8. President/chairperson: Michael Antoniadis

Address: One Ingalls Drive, Harvey, IL 60426

Phone: 708-915-6111 Email: Michael.Antoniades@uchicagomedicine.org

9. Raffle manager: Rohit D'Souza

Address: One Ingalls Drive, Harvey, IL 60426

Phone: 708-915-6173 Email: Rohit.DSouza@uchicagomedicine.org

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

Name: Juliana Smith

Address: One Ingalls Drive, Harvey, IL 60426 Phone: 219-669 1403

Name: Paul Donohue

Address: One Ingalls Drive, Harvey, IL 60426 Phone: 708-915-6118

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

- ☐ By regular U.S. mail to the organization mailing address
☒ By electronic mail, please provide email address: Rohit.DSouza@uchicagomedicine.org

Thursday, April 17th, 2025

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

13. Location of ticket sales: The Odyssey, 19110 South Ridgeland Ave. Tinley Park, IL 60477
14. Name and address of location for determining winners:
The Odyssey, 19110 South Ridgeland Ave. Tinley Park, IL 60477
15. Date(s) for determining winners (include days of the week):
Thursday, April 17th, 2025
16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 2,500.00
17. Maximum retail value of each prize: \$ 900.00
18. Maximum price charged of each ticket (chance) sold: \$ 20.00
19. Is this a queen of hearts raffle? ☒ No ☐ Yes
20. § 132.38 Fidelity Bond Required

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

☐ Fidelity bond ☒ Waiver of bond statement by organization

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

Name of Organization: UChicago Medicine Ingalls Development Foundation

Executive Director: Paul Donoh

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211238	2/4/2025	013702 A T & T	9890587905		ACCT#8310012334811 VILL OF TP L 01-14-000-72120 60-00-000-72120 63-00-000-72120 64-00-000-72120 Total :	 1,167.89 46.97 5.22 22.36 1,242.44
211239	2/4/2025	011055 AL WARREN OIL CO INC	W1720309		VP ULTRA UNIVERSAL TRACTOR F 01-26-023-73535 Total :	 1,342.00 1,342.00
211240	2/4/2025	020879 AMAZON CAPITAL SERVICES, INC.	14TH-FYLK-1L4X 14WM-9MHX-CPC6 19FQ-9RP1-H1VF 1GLP-WHFG-MRVX. 1XR4-CQVW-16VV		JUVALE 50 SHEETS GOLD FOIL AW 01-14-000-73110 CALENDAR 2025-2026 DISPLAY WA 60-00-000-73110 63-00-000-73110 64-00-000-73110 01-26-023-73110 01-26-025-73110 SHUTTLE ART 108 PACK HIGHLIGHT 60-00-000-73110 63-00-000-73110 64-00-000-73110 01-26-023-73110 01-26-025-73110 AT-A-GLANCE 2025 WALL CALEND. 01-26-023-73110 DIXIE LARGE PAPER PLATES #113- 01-19-000-73110 Total :	 144.90 4.36 0.48 2.08 6.92 3.45 7.30 0.81 3.48 11.59 5.80 13.80 36.75 241.72
211241	2/4/2025	016616 AMERICAN MEDICAL RESPONSE	11089	VTP-020873	EMS SERVICE AGREEMENT - 1/1-1. 01-21-000-72856 Total :	 47,599.27 47,599.27
211242	2/4/2025	011227 AMERICAN SOLUTIONS FOR	INV07920073		BLANK W-2, W-2 ENVELOPES 01-14-000-73110	 89.56

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211242	2/4/2025	011227 011227 AMERICAN SOLUTIONS FOR	(Continued)		Total :	89.56
211243	2/4/2025	002424 AMERICAN WATER WORKS ASSOC	SO200746		MEMBERSHIP RENEWAL - JOHN U	
					60-00-000-72720	77.62
					63-00-000-72720	14.78
					64-00-000-72720	39.60
					01-26-023-72720	132.00
					Total :	264.00
211244	2/4/2025	020071 AMSIVE LLC	576429		JANUARY 2025 LATE NOTICES - TF	
					60-00-000-72310	341.76
					63-00-000-72310	146.47
			576430		JANUARY 2025 WATER BILLS	
				VTP-021248	60-00-000-72310	1,793.04
				VTP-021248	63-00-000-72310	768.45
					Total :	3,049.72
211245	2/4/2025	020262 BAECORE GROUP INC	159-19		ERP AND CDD SOFTWARE IMPLEM	
				VTP-020314	30-00-000-74167	15,542.00
			159-20		ERP AND CDD SOFTWARE IMPLEM	
				VTP-020314	30-00-000-74167	12,500.00
					Total :	28,042.00
211246	2/4/2025	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-24300-5		SERVICE CONTRACT RNWL - SHO	
				VTP-020956	01-26-025-72779	1,655.00
					Total :	1,655.00
211247	2/4/2025	020603 BILL FIGEL PUBLIC RELATION LLC	032		PUBLIC RELATIONS FEE FY25 - JA	
				VTP-020806	01-14-000-72790	1,500.00
					Total :	1,500.00
211248	2/4/2025	003243 CDW GOVERNMENT INC	AC45W6Q		LAPTOPS	
				VTP-021228	01-16-000-74128	7,499.40
			AC46Q1H		LVO TP TBT 4 WS DOCK	
					01-16-000-74128	2,167.62
					Total :	9,667.02
211249	2/4/2025	015199 CHICAGO PARTS & SOUND LLC	1349		VEHICLE EMERGENCY EQUIPMEN	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211249	2/4/2025	015199 CHICAGO PARTS & SOUND LLC	(Continued)	VTP-021114	30-00-000-74220	14,816.00
Total :						14,816.00
211250	2/4/2025	018325 CHICAGO TRIBUNE COMPANY LLC	197792300		ACCT#197792300 PRINT AND DIGIT 01-17-205-72720	177.16
Total :						177.16
211251	2/4/2025	003137 CHRISTOPHER B.BURKE ENGINEERNG	198609	VTP-021155	01.R160373.00041 ENGINEERING S 60-00-002-75712	7,875.00
			198610	VTP-021154	01.R160373.00042 ENGINEERING S 60-00-002-75713	7,468.75
				VTP-021154	60-00-002-75714	7,468.75
			198611	VTP-020918	01.R160373.00040 POST 11 WATER 60-00-002-75338	4,172.36
			198612		01.R160373.00002 INTERIM VILLAG 01-26-023-72840	218.75
			198613		01.R160373.00024 WATER MODEL I 64-00-000-75813	325.50
					60-00-000-75813	379.75
					63-00-000-75813	379.75
			198614	VTP-020110	ENGINEERING SERVICES 01.R160: 61-00-000-75320	725.00
			198615	VTP-020999	01.R160373.00039 WATER MAIN RE 60-00-002-75707	10,270.91
				VTP-020999	60-00-002-75708	10,270.91
				VTP-020999	60-00-002-75709	5,135.46
				VTP-020999	60-00-002-75710	7,703.18
				VTP-020999	60-00-002-75711	17,974.10
			198616	VTP-020904	HARMONY SQUARE INFRASTRUC1 75-00-002-72742	16,367.96
				VTP-020904	33-00-002-72742	3,352.47
Total :						100,088.60
211252	2/4/2025	013820 CINTAS CORPORATION	5251755506		MEDICINE CABINET - FD TRAINING 01-26-025-73117	10.30
			9305818985		ZOLL 3 AED AUTOMATIC AGREEME	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211252	2/4/2025	013820 CINTAS CORPORATION	(Continued)			
			9305819000		01-26-025-73117 ZOLL 3 AED AUTOMATIC AGREEME	100.00
			9305819054		01-26-025-73117 ZOLL 3 AED AUTOMATIC AGREEME	100.00
			9305819071		01-26-025-73117 ZOLL 3 AED AUTOMATIC AGREEME	200.00
			9305819092		01-26-025-73117 ZOLL 3 AED AGREEMENT - FLEET	200.00
			9305819133		01-26-025-73117 ZOLL 3 AED AGREEMENT - FLEET	200.00
			9305819207		01-26-025-73117 ZOLL 3 AED - AUTOMATIC AGREEM	100.00
					01-26-025-73117	500.00
					Total :	1,410.30
211253	2/4/2025	013878 COMED - COMMONWEALTH EDISON	0641953000		ACCT#0641953000 16301 CENTRA	
					60-00-000-72510	90.42
					63-00-000-72510	90.41
			4020284000		ACCT#4020284000 RIDGEFIELD LN	
					64-00-000-72510	324.25
			5112535000		ACCT#5112535000 17048 OPA 12/19	
					01-26-025-72510	49.76
			5851937000		ACCT#5851937000 7813 174TH ST	
					64-00-000-72510	171.02
			6804825000		ACCT#6804825000 6720 SOUTH ST	
					01-26-025-72510	1,873.29
					Total :	2,599.15
211254	2/4/2025	013878 COMED - COMMONWEALTH EDISON	1438968503		ACCT#1438968503 17368 68TH CT	
					01-26-025-72510	175.67
			2655034000		ACCT#2655034000 17238 OPA 12/1	
					12-00-000-72510	31.32
			3166832000		ACCT#3166832000 8317 AMBERLY	
					01-26-025-72510	83.46
			6754025000		ACCT#6754025000 6750 SOUTH ST	
					12-00-000-72510	16.20

Voucher List
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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211254	2/4/2025	013878 COMED - COMMONWEALTH EDISON	(Continued) 6836637000		ACCT#6836637000 17231 OPA 12/19 12-00-000-72510	26.97
			7268242222		ACCT#7268242222 7053 W 183RD S 01-26-025-72510	108.83
			8034667000		ACCT#8034667000 7000 W 183RD S 01-26-025-72510	77.88
			8920653000		ACCT#8920653000 6761 NORTH ST 01-26-025-72510	917.25
			9173342222		ACCT#9173342222 1 E OPA NORTH 70-00-000-72510	118.75
			9294051222		ACCT#9294051222 17529 66TH AVE 01-26-025-72510	55.66
					Total :	1,611.99
211255	2/4/2025	012410 CONSERV FS, INC.	105017759		DIESELEX GOLD ULTRA LS DYED 60-00-000-73545	241.72
					63-00-000-73545	60.43
					64-00-000-73545	129.49
			66062356		STRUCTRON 49750, 48751, 49561 / 60-00-000-73410	151.35
					63-00-000-73410	16.82
					64-00-000-73410	72.07
					Total :	671.88
211256	2/4/2025	021567 COOK COUNTY TREASURER	2024-4		QUARTERLY MAINTENANCE CONT	
				VTP-020848	01-26-025-72775	4,894.05
				VTP-020848	70-00-000-72775	836.00
					Total :	5,730.05
211257	2/4/2025	020267 CORNERSTONE GOVERNMENT AFFAIR: VTP-032025			GOVERNMENT RELATIONS AND CO	
				VTP-020814	01-14-000-72790	5,500.00
					Total :	5,500.00
211258	2/4/2025	010061 DW RAM MANUFACTURING CO	19919		COVERS PER SAMPLE MADE USIN	
					01-26-025-72520	550.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211258	2/4/2025	010061 010061 DW RAM MANUFACTURING CO	(Continued)		Total :	550.00
211259	2/4/2025	004009 EAGLE UNIFORM CO INC	388-3	VTP-020954	UNIFORM ITEMS - KLOTZ 01-19-000-73610	42.50
			388-3	VTP-020954	UNIFORM ITEMS- HICKEY 01-19-000-73610	66.00
					Total :	108.50
211260	2/4/2025	004094 EJ EQUIPMENT INC.	P50144		8" ULTRA HOSE, 8" CLAMP CLOCK 60-00-000-72520 63-00-000-72520 64-00-000-72520	217.32 72.44 124.18
					Total :	413.94
211261	2/4/2025	011176 ELEMENT GRAPHICS & DESIGN, INC	22975		2024 FOR INTERCEPTOR KIT - POL 01-17-205-72540	1,561.06
					Total :	1,561.06
211262	2/4/2025	019561 ENDLESS COMMUNICATIONS USA LLC	DG-3077		PUSH TO TALK LTE DATA RADIO S\N 01-42-000-72550	45.89
					Total :	45.89
211263	2/4/2025	012941 FMP	52-582861		ALTERNATOR ASSY - POLICE UNIT 01-17-205-72540	415.00
			52-582964		COATED BRAKE ROTOR - POLICE 01-17-205-72540	178.13
			52-583058		CONTROL ARM - POLICE UNIT #CS 01-17-205-72540	299.16
			52-583161		CONTROL ARM - POLICE UNIT #19 01-17-205-72540	163.24
					Total :	1,055.53
211264	2/4/2025	020274 FRAME TECH 1 LLC	39696		FRONT END ALIGNMENT - POLICE 01-17-205-72540	75.00
			39700		FRONT END ALIGNMENT - POLICE 01-17-205-72540	75.00
					Total :	150.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211265	2/4/2025	022030 G.W. BERKHEIMER	Ref001462883		UB Refund Cst #00477458, refund pr 60-00-000-20599	400.00
					Total :	400.00
211266	2/4/2025	019792 HEIDELBERG MATERIALS MIDWEST	43674002		BED/BACKFILL SVC 1/23/25 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	772.73 85.86 367.97 613.28 204.43
					Total :	2,044.27
211267	2/4/2025	018696 HENRY'S HOUSE OF DECORATED	4106		BLANKET P.O. UNIFORMS-CLASS I	
			4403	VTP-020888	01-19-000-73610	489.00
			7374	VTP-020888	BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020888	01-19-000-73610	496.00
				VTP-020888	BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020888	01-19-000-73610	485.00
					Total :	1,470.00
211268	2/4/2025	010238 HOME DEPOT CREDIT SERVICES	393874		****2304 LIBMAN 24" HIGH POWER 01-26-025-73580	34.98
					Total :	34.98
211269	2/4/2025	012328 HOMER INDUSTRIES	S221217		DROP CHARGE - CHIPS 01-26-023-72890	250.00
					Total :	250.00
211270	2/4/2025	005044 ILLINOIS FIRE CHIEFS ASSOC	7878		MEMBERSHIP RENEWAL - ORG - T 01-19-000-72720	425.00
					Total :	425.00
211271	2/4/2025	005186 INTERSTATE BATTERY SYSTEM	359668		31-MHD BATTERY - STREET #6 01-26-023-72540	388.83
					Total :	388.83
211272	2/4/2025	021359 KASPER, MICHAEL J	020125	VTP-020808	VILLAGE LEGAL REPRESENTATION 01-14-000-72850	5,000.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211272	2/4/2025	021359 021359 KASPER, MICHAEL J	(Continued)		Total :	5,000.00
211273	2/4/2025	019248 K-TECH SPECIALTY COATINGS INC	202501-K0138	VTP-021200	ROADWAY DEICER 01-26-023-73812	7,751.84
					Total :	7,751.84
211274	2/4/2025	017603 LAKESIDE CONSULTANTS	TP-020125	VTP-020929	THIRD PARTY ENGINEERING REVII 01-33-300-72790	11,430.00
					Total :	11,430.00
211275	2/4/2025	007100 M. E.SIMPSON COMPANY, INC	43746		LEAK LOCATION SERVICES; JEAN 60-00-000-72513	286.13
					63-00-000-72513	95.38
					64-00-000-72513	163.49
			43776		LEAK LOCATION SERVICES; 7437 1 60-00-000-72513	622.13
					63-00-000-72513	207.38
					64-00-000-72513	355.49
					Total :	1,730.00
211276	2/4/2025	013969 MAP AUTOMOTIVE OF CHICAGO	40-791118		DELCO BATTERY RETURN - FACILI 01-26-025-72520	-9.00
			40-791751		BATTERY 36 - WATER UNIT #52 60-00-000-72540	84.79
					63-00-000-72540	28.26
					64-00-000-72540	48.45
			40-791752		ELEMENT ASSY, FILETER ASSY - P 01-17-205-72540	355.32
					Total :	507.82
211277	2/4/2025	021893 MEADE, INC.	711638		2022 TRAFFIC SIGNAL MAINTENAN 01-26-025-72775	629.55
					Total :	629.55
211278	2/4/2025	006074 MENARDS	69079		ACCT# 30860355 - 30" 2-DOOR WA 01-19-000-73585	499.89
			71058		ACCT# 30860355 - GENESIS CEILIN 01-19-000-72524	899.50

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211278	2/4/2025	006074 MENARDS	(Continued) 71059		ACCT# 30860355 - HOSE BARB 1/2I 01-19-000-72520	14.47
			71084		ACCT# 30860257 - STD BUNGEE AS 01-26-025-73410	11.99
			71086		ACCT# 30860257 - 36" 30W 4100K 1 60-00-000-72528	4.00
					63-00-000-72528	3.99
			71111		ACCT# 30860257 - GAS STOVE GL 01-26-025-72520	47.97
			71119		ACCT# 30860355 - 3' X 5' US FLAG, 01-19-000-73870	84.94
					01-19-000-72540	87.92
			71129		ACCT# 30860257 - MF-COMB RATC 60-00-000-73410	32.07
					63-00-000-73410	3.56
					64-00-000-73410	15.28
			71132		ACCT# 30860257 - 3.5 25-DEG QC 01-26-025-73680	158.03
			71133		ACCT# 30860257 - PREMIUM TOP 01-26-025-73680	104.78
			71167		ACCT# 30860257 - 2PK LYSOL TOIL 01-26-025-73580	59.84
					Total :	2,028.23
211279	2/4/2025	005790 METROPOLITAN WATER RECLAMATION	013025		FIRST INSTALLMENT SEWER SER 64-00-000-73226	366,523.77
					Total :	366,523.77
211280	2/4/2025	021981 MGT IMPACT SOLUTIONS LLC	MGT36443	VTP-021223	FY25 MGT LEASING AGREEMENTS 01-15-000-72790	398.03
			MGT36473	VTP-021223	FY25 MGT LEASING AGREEMENTS 01-12-000-72790	585.76
					Total :	983.79
211281	2/4/2025	022027 MONAHAN, RYAN	013025		REIMBURSEMENT - CRIME FREE H 01-14-000-79000	100.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211281	2/4/2025	022027 022027 MONAHAN, RYAN	(Continued)		Total :	100.00
211282	2/4/2025	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-1-13-25		CONSULTING SERVICES CIMP FOF	
					77-00-000-75112	6,888.00
					77-00-000-75812	18,619.50
					Total :	25,507.50
211283	2/4/2025	019305 MXTOOLBOX INC	1039799	VTP-021249	EMAIL MONITORING TOOLS 12/20/	
					01-16-000-72655	3,588.00
					Total :	3,588.00
211284	2/4/2025	015723 NICOR	01981510009		ACCT#01981510009 METER#39689	
					01-26-025-72511	414.05
			06821610000		ACCT#06821610000 METER 276933	
					60-00-000-72511	253.68
					63-00-000-72511	253.68
					64-00-000-72511	217.44
			42400848794		ACCT#42400848794 METER 547994	
					01-75-205-72511	107.09
			53463710003		ACCT#53463710003 METER 291221	
					01-26-025-72511	127.77
			54072310003		ACCT#54072310003 METER 542086	
					01-26-025-72511	1,117.85
			56760349854		ACCT#56760349854 METER 529950	
					01-75-206-72511	124.96
			73675410002		ACCT#73675410002 METER 356130	
					01-26-025-72511	1,723.98
			74433410003		ACCT#74433410003 METER 357540	
					01-26-025-72511	53.14
			83523710008		ACCT#83523710008 METER#30262	
					01-26-025-72511	1,897.09
			89127484718		ACCT#89127484718 METER 548700	
					01-75-206-72511	26.73
			96019958527		ACCT#96019958527 METER#45826	
					01-26-025-72511	242.53
					Total :	6,559.99

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211285	2/4/2025	021101 NORTHWESTERN MEDICINE	557554	VTP-020828	PRE-EMPLOYMENT TESTS FOR PA 01-41-040-72846	490.00
					Total :	490.00
211286	2/4/2025	019313 NPL	Ref001462882		UB Refund Cst #00509131 60-00-000-20599	189.32
					Total :	189.32
211287	2/4/2025	021502 OFFICE REVOLUTION LLC	174991	VTP-021246	EOC RENOVATION NOVA DESKS - 77-00-000-75112	11,809.07
					Total :	11,809.07
211288	2/4/2025	006494 P.F. PETTIBONE & CO.	187086		SHOULDER PATCHES - CSO OFFIC 01-17-220-73610	913.75
					Total :	913.75
211289	2/4/2025	006475 PARK ACE HARDWARE	074729/1		CUST# 9404 - AUTO SHUTOFF GAS 01-19-000-73870	99.96
			074740/1		CUST# 891431 - RATCEH LNG HND 60-00-000-73410	30.23
					63-00-000-73410	3.36
					64-00-000-73410	14.40
			74747/1		CUST# 94040- CABLE TIES 11.8" 50 01-19-000-73870	11.99
					Total :	159.94
211290	2/4/2025	006780 POMP'S TIRE SERVICE, INC	690143600		TIRES FD#48 RRI 01-19-000-72570	2,800.15
					Total :	2,800.15
211291	2/4/2025	006507 POSTMASTER, U. S. POST OFFICE	504466419		PERMIT IMPRINT #6 - JANUARY '25 60-00-000-72110	654.47
					64-00-000-72110	280.48
			504593234		PERMIT IMPRINT #6 - FEBRUARY '2 60-00-000-72110	3,916.00
					64-00-000-72110	1,678.28
					Total :	6,529.23

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211292	2/4/2025	018454 R.C.WEGMAN CONSTRUCTION CO	04 2023-32	VTP-021098	EOC (EMERGENCY OPERATIONS C 77-00-000-75112	131,610.30
Total :						131,610.30
211293	2/4/2025	006361 RAY O' HERRON CO INC	2390510		UNIFORM ITEMS - JAMIE COFFELT 01-17-220-73610	94.48
			2391228	VTP-020889	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	244.90
			2391618	VTP-020889	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	383.47
			2391620	VTP-020889	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	71.09
			2391720	VTP-020889	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	157.96
			2391923	VTP-020889	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	71.96
			2391934	VTP-020889	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	44.14
Total :						1,068.00
211294	2/4/2025	016334 RUSH TRUCK CENTERS	3040399724		KIT LOWER HOLDER - STREET UN 01-26-023-72540	152.14
Total :						152.14
211295	2/4/2025	022010 SAMSARA INC	310519553535337	VTP-021241	DASH CAM SERVICE PROVIDER 01-26-023-72790	13,798.77
			610519553594551		FORWARD FACING AI DASH CAM, 01-26-023-72790	455.92
Total :						14,254.69
211296	2/4/2025	020511 SIERRA ITS	2361	VTP-020820	DESKTOP TECH - EVAN RUSSELL 01-16-000-72790	2,000.00
			2367	VTP-020820	DESKTOP TECH 1/12/25-1/18/25 01-16-000-72790	2,000.00
Total :						4,000.00
211297	2/4/2025	007109 SIRCHIE	0673322-IN		TYCHEM COVERALL W/COLLAR &	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211297	2/4/2025	007109 SIRCHIE	(Continued)			
			0677038-IN		01-17-225-73550	186.15
					SECURSWAB 2 100PK, CAP SHURE	
					01-17-225-73550	1,586.88
					Total :	1,773.03
211298	2/4/2025	022029 SOCM LLC	Ref001462881		UB REFUND CST #00478157	
					60-00-000-20599	660.00
					Total :	660.00
211299	2/4/2025	014793 STS TOWING	10617		TOW FOR UNIT #26B	
					01-17-220-72753	65.00
					Total :	65.00
211300	2/4/2025	014368 SUBURBAN PW DIRECTORS ASSOC.	2025-47		MEMBERSHIP RENEWAL - JOHN U	
					01-26-023-72720	100.00
					60-00-000-72720	58.80
					63-00-000-72720	11.20
					64-00-000-72720	30.00
					Total :	200.00
211301	2/4/2025	007297 SUTTON FORD INC./FLEET SALES	625042		BUMPER ASSY FRONT - STREET P	
			625073		01-26-023-72540	838.88
			625160		INSULATOR ASY - POLICE UNIT #C	
			625227		01-17-205-72540	118.54
					COVER WHEEL - POLICE NEW SQI	
					01-17-205-72540	712.08
					FILLER ASY - WATER #88	
					60-00-000-72540	12.75
					63-00-000-72540	4.25
					64-00-000-72540	7.29
			625345		SENDER AND PUMP, GASKET - PO	
			625379		01-17-205-72540	318.08
			625429		GASKET - POLICE UNIT #26B	
					01-17-205-72540	14.54
					NUT FOR POLICE UNIT #26B	
					01-17-205-72540	10.40

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211301	2/4/2025	007297	007297 SUTTON FORD INC./FLEET SALES (Continued)			Total : 2,036.81
211302	2/4/2025	021180	THE HUMAN RACE SPORTS INC	135	BLANKET P.O. FOR UNIFORMS-SH	
				VTP-020905	01-19-000-73610	420.00
					Total :	420.00
211303	2/4/2025	007777	THOMPSON ELEVATOR INSPECTION	24-2261	2 ELEVATOR PLAN REVIEWS	
					01-33-300-72853	150.00
				25-0258	5 ELEVATOR PLAN REVIEWS	
					01-33-300-72853	375.00
				25-0259	2 ELEVATOR PLAN REVIEWS	
					01-33-300-72853	150.00
					Total :	675.00
211304	2/4/2025	011416	VERIZON WIRELESS	6104226622	ACCT#442345192-00001 WATER RE	
					60-00-000-72127	35.58
					63-00-000-72127	35.58
					64-00-000-72127	30.50
					Total :	101.66
211305	2/4/2025	019753	ZIMBAUER, MATTHEW	013125	REIM: CDL DRIVERS' LICENSE	
					01-26-023-72860	61.35
					Total :	61.35
68 Vouchers for bank code : apbank						Bank total : 848,505.79

83 Vouchers in this report

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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						

13. Location of ticket sales: The Odyssey, 19110 South Ridgeland Ave. Tinley Park, IL 60477

14. Name and address of location for determining winners:
The Odyssey, 19110 South Ridgeland Ave. Tinley Park, IL 60477

15. Date(s) for determining winners (include days of the week):
Thursday, April 17th, 2025

16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 2,500.00

17. Maximum retail value of each prize: \$ 900.00

18. Maximum price charged of each ticket (chance) sold: \$ 20.00

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

20. § 132.38 Fidelity Bond Required

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

☐ Fidelity bond

☒ Waiver of bond statement by organization

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

Name of Organization: UChicago Medicine Ingalls Development Foundation

Executive Director: Paul Donoh

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

INGALLS DEVELOPMENT FOUNDATION

Transforming Community Health

1 Ingalls Drive, Harvey, IL 60426
ingallsfoundation.org
708.915.6115

February 4, 2025

Attn: Village Clerk
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

RE: Waiving Fidelity Bond_Promise of Hope Fundraising Event

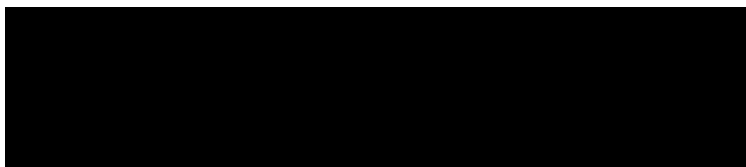
Dear Clerk:

Included with the Raffle Application, the Ingalls Development Foundation Board submits this letter in response to the fidelity bond requirement, for the Annual Promise of Hope fundraising event, concluding on April 17, 2025.

The Ingalls Development Foundation Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond.

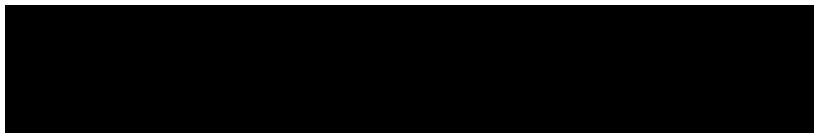
If you have any questions, please contact Paul Donohue at 708-915-6115.

Sincerely,



Name: Michael Antoniadis

Title: Interim Chairman, Ingalls Development Foundation Board of Directors



Name: Brad Gnade

Title: Treasurer, Ingalls Development Foundation Board Member





PLAN COMMISSION STAFF REPORT

January 16, 2025 – Public Hearing

Dyrda Deck Variation

7542 163rd Place

Petitioner

Lisa and Jason Dyrda

Property Location

7542 163rd Place

PIN

27-24-404-020-0000

Zoning

R-4 Single-Family
Residential

Approvals Sought

Variation



Rendering of front deck

Project Planner

Michael O. Whalen, AICP
Associate Planner

EXECUTIVE SUMMARY

The Petitioners, Lisa and Jason Dyrda, are requesting a Variation to allow a deck within the required front yard. The deck was installed during the summer of 2024 and the work was completed without a permit. The deck projects eight feet from the front of the house and encroaches into the required front yard (25 feet in the R-4 Zoning District).

The Zoning Ordinance allows covered porches to encroach up to 35% into a required front yard. While a portion of the deck is covered, most of it is uncovered, which classifies the structure as a deck, rather than a porch. Decks are prohibited within the required front yard.

If the Variation request is denied, the structure must be modified or removed.



Location Map



Zoning Map

EXISTING SITE & HISTORY

The subject property is located near the northeast corner of 163rd Place and 76th Avenue. The house was built in the 1970s and is located within the Brementowne Estates residential subdivision.

ZONING

The subject property is located within the **R-4 Single-Family Residential Zoning District**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	R-4 Single-Family Residential	detached houses
East	R-4 Single-Family Residential	detached houses
South	R-4 Single-Family Residential	detached houses
West	R-4 Single-Family Residential	detached houses

The R-4 zoning district is intended to stabilize, preserve, and protect certain older areas of the community developed principally for single-family uses, and to provide new areas in which exclusively single-family detached dwellings may be constructed.

BACKGROUND

A contractor hired by the Petitioners began installing a deck on the front of the house in the summer of 2024 without a permit. The Petitioners state they were under the impression that the contractor received a permit from the Village, therefore they allowed the work to take place on their property. The Village allows either the owner of the property or a contractor to apply for and receive a permit.

On September 16, 2024, the Village’s Code Enforcement team was alerted that a deck was being installed without a permit at the subject property. Village staff issued a stop work order due to the lack of permit and the contractor did stop all work on the project, although the work was substantially complete.

The Petitioners’ contractor submitted a building permit application on October 18, 2024. It was denied by the Zoning Administrator as the deck encroached eight feet into the required front yard which is not permitted per Section III.H.1 of the Zoning Ordinance.

The Petitioners were unaware that the deck was a nonpermitted structure as the project never went through the proper review process. Therefore, they are requesting a variation from the Zoning Ordinance to be able to keep the structure as originally proposed and built.



Prior to construction (July 2024)



During construction (September 2024)

VARIATION REQUEST

The Petitioners are proposing the construction of a deck on the front of their detached single-unit house. Originally, the front door was previously accessed by a front stoop, similar to neighboring houses in the area. The Petitioners are now proposing to erect a new deck with new steps and covered canopy on the front of the house.

The proposed structure is defined as a deck and not a porch as Section II.B. of the Zoning Ordinance states the following:

PORCH: A Porch is a covered platform, usually having a separate roof, which is not heated or cooled, that is attached to the outside of a building.

DECK: A Deck is an open and roofless platform, either freestanding or attached to a building that is supported by a means other than the principal structure.

Section III.H.1 states that decks are prohibited within the required front yard. The Petitioners are requesting a variation from this Section of the code to permit the structure at this location to encroach up to a maximum of eight feet (8'). This constitutes an encroachment of thirty-two percent (32%) into the required yard depth.

ISSUES & POTENTIAL REMEDIES

The request for a variation in this situation does not meet the standards as defined in the Village's Zoning Ordinance. While the building requires access to the front door, it may be accomplished with conforming methods including steps or a covered porch. This would also become the only house in the neighborhood that has a deck in the front yard. It may lead to a multitude of other variation requests in the area which would also not meet the standards. If the Plan Commission believes this part of the code should be modified to permit these types of structures, staff will take that direction when updating the Zoning Ordinance in the coming years.

There are some modifications that may allow some of the structure to remain. Section III.H.1. states that porches are allowed to encroach into the required front yard by up to 35% of the yard's depth. Therefore, at their current location, the canopied stoop and steps are outright permitted. The Petitioners could remove the uncovered deck portions and keep the covered portion as long as it meets the Building Code. Additionally, they could install a roof over the deck areas, which would then classify the structure as a porch.

STANDARDS FOR A VARIATION

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

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - *While the house does require some means of egress to the front door, this can be accomplished with a stoop (as it was previously) or porch.*
- b. The plight of the owner is due to unique circumstances.
 - *While the architecture of the house will not support a roof to cover the entire deck structure without modifications, this specific house type can be found throughout Tinley Park.*
- c. The Variation, if granted, will not alter the essential character of the locality.
 - *If allowed, this will be the only house on the block to have a deck in the front yard, which may result in an increase in Variation requests to construct similar structures.*
- d. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - (1) The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - (2) The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - (3) The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - (4) The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - (5) The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - (6) The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

If the Plan Commission wishes to act on the Petitioners' request, the appropriate wording of the motions is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioners' proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan:

Motion 1 (Variation)

"...make a motion to grant the Petitioners a Variation from Section III.H.1 of the Zoning Ordinance to permit a deck within the required front yard and encroach no more than a maximum of eight feet into the required front yard in accordance with the plans submitted and adopt the Findings of Fact as proposed in the January 16, 2025 staff report."

LIST OF REVIEWED PLANS

1	Application	Petitioner	11/22/2024
2	Variation Addendum	Petitioner	11/22/2024
3	Narrative	Petitioner	11/22/2024
4	ALTA Statement	Title Source	12/8/2016
5	Plat of Survey	C3 Corporation	11/11/2010
6	Drawings	Archified	10/24/2024

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

ORDINANCE
NO. 2025-O-003

**AN ORDINANCE GRANTING A VARIATION FROM SECTION III.H.1. OF THE
ZONING ORDINANCE TO ALLOW AN ENCROACHING DECK WITHIN THE
REQUIRED FRONT YARD AT 7542 163RD PLACE**

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. 2025-O-003**AN ORDINANCE GRANTING A VARIATION FROM SECTION III.H.1. OF THE ZONING ORDINANCE TO ALLOW AN ENCROACHING DECK WITHIN THE REQUIRED FRONT YARD AT 7542 163RD PLACE**

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

WHEREAS, a petition for the granting of a variation, ("Variation") from Section III.H.1. of the Zoning Ordinance to allow an encroaching deck within the required front yard at 7542 163rd Place ("Subject Property") has been filed by Lisa and Jason Dyrda ("Petitioners") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variation should be granted on January 16, 2025, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 1-4 and has filed its report of findings and recommendations that the proposed Variation be denied 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 Variation.

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

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

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

Section X.G.4. Standards: The Board or Plan Commission, as the case may be, shall not recommend a Variation of the regulations of this Ordinance, as authorized herein, unless it shall have made Findings of Fact, based upon the evidence presented to it, in each case that:

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
- b. The plight of the owner is due to unique circumstances;
- c. The variation, if granted, will not alter the essential character of the locality; and
- d. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - (1) The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - (2) The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - (3) The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - (4) The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - (5) The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - (6) The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the

danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

LEGAL DESCRIPTION: LOT 550 IN BREMEN TOWNE ESTATES UNIT #4 BEING A SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 24, OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 24, OF PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, OF PART OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 27-24-404-020-0000

COMMONLY KNOWN AS: 7542 163rd Place, Tinley Park, Illinois

PETITIONER: Lisa and Jason Dyrda

SECTION 4: That the Variation from Section III.H.1. of the Zoning Ordinance to allow an encroaching deck within the required front yard is hereby granted to the Petitioner at the Subject Property located in the R-4 (Single-Family Residential) Zoning District, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**.

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

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

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

PASSED THIS 18th day of February 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of February 2025.

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. 2025-O-003, “AN ORDINANCE GRANTING A VARIATION FROM SECTION III.H.1. OF THE ZONING ORDINANCE TO ALLOW AN ENCROACHING DECK WITHIN THE REQUIRED FRONT YARD AT 7542 163RD PLACE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February 2025.

VILLAGE CLERK

Exhibit A

Per the January 16, 2025, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED/APPROVED PLANS

1	Application	Petitioner	11/22/2024
2	Variation Addendum	Petitioner	11/22/2024
3	Narrative	Petitioner	11/22/2024
4	ALTA Statement	Title Source	12/8/2016
5	Plat of Survey	C3 Corporation	11/11/2010
6	Drawings	Archified	10/24/2024
7	Letter of Support from Neighbor	Joy Wilder	1/6/2025
8	Photos of similar structures	Petitioner	1/16/2025

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE JANUARY 16, 2025 REGULAR MEETING

ITEM 1: PUBLIC HEARING – LISA AND JASON DYRDA – 7542 163RD PLACE – VARIATION FOR DECK ENCROACHMENT

Consider recommending that the Village Board grant Lisa and Jason Dyrda a Variation from Section III.H.1. of the Zoning Ordinance to allow a deck within the required front yard in the R-4 Single-Family Residential Zoning District at 7542 163rd Place.

Present Plan Commissioners: Acting Chair Amanda Martinez
James Gaskill
Eduardo Mani
Andrae Marak
Steve Sepessy

Absent Plan Commissioners: Chairman Garrett Gray
Angela Gatto
Terry Hamilton

Village Staff: Jason Engberg, Planning Manager
Michael O. Whalen, Associate Planner

Petitioners: Lisa Dyrda
Jason Dyrda

Members of the Public: Terrance Buckley

ACTING CHAIR MARTINEZ introduced item #1.

ACTING CHAIR MARTINEZ requested a motion to open the public hearing. COMMISSIONER GASKILL made a motion to open the public hearing, seconded by COMMISSIONER SEPESSY. ACTING CHAIR MARTINEZ requested a voice vote; all were in favor. Motion carried.

ACTING CHAIR MARTINEZ noted the proof of publication.

Michael O. Whalen, Associate Planner, presented the staff report.

ACTING CHAIR MARTINEZ invited the Petitioners to the podium.

Lisa Dyrda was sworn in. She thanked the Plan Commission for hearing the item. She said that they hired a contractor and that the contract with the company stipulated that the company would file building permits on the owners' behalf. She said that the contractor delayed the project and

that the contractor stated the reason for the delay was that they were waiting on Village approval. Lisa Dyrda said that based on the contract and the initial project delay, she assumed everything was being done properly. She offered to present the contract to the Plan Commission for review. She said that the project was almost complete by the time Village staff issued a stop work order, which was the first time she learned there was an issue with the permit. She said that she considered the structure to be a porch, rather than a deck, when she prepared the Variation application. Lisa Dyrda said she hired a contractor that was unethical that took advantage of her. She said she knew that permits were required and assumed the contractor had applied for the permit since their contract stated that. She said that she hoped the structure could stay and mentioned that the structure is attached to the house and the foundation. She said she was concerned about the structural integrity of the house if the structure had to be modified or removed. She said that the architecture of the house would not allow the deck to be covered easily. She stated that there are other examples of houses in the area that have similar structures and offered pictures of those houses. She said that she was not trying to make financial gains with the structure and were trying to improve their home and interact with the community. She said that she hired an attorney to get the contractor to remedy the situation. She said there is no harm to the public with the structure. She said that the structure has been wonderful to meet neighbors. She added that she has a letter of support from the neighbor across the street who was unable to attend the public hearing. She said she was available for questions.

COMMISSIONER GASKILL said that he was sorry about the situation. He said that the Plan Commission had to consider proposals on an individual basis and that the structure was not allowed. Jason Engberg, Planning Manager, noted that there were options to bring the structure into compliance with the Zoning Ordinance: either cover the whole thing, remove the uncovered portions on both side of the covered section, or to remove the entire structure and replace it with a stoop as it was prior to the project. COMMISSIONER GASKILL said it was unfortunate that there were not many choices available to the Petitioners.

COMMISSIONER SEPESSY said it would be challenging to cover the entire structure. He said it does not seem feasible to lower the surface of the structure to gain window clearance and adequate roof pitch. He said the portico was beautiful but said it was not feasible to keep the sides of the deck. He said that the Petitioners had to go after the contractor.

COMMISSIONER MANI said he thought the structure looked nice. He said he's seen the same type of house throughout Tinley Park and thought it was a good way to increase living space.

COMMISSIONER MARAK asked the Petitioner to confirm that the contract stipulated that the contractor would apply for the building permit. Lisa Dyrda confirmed that it did. COMMISSIONER MARAK asked to see the photos of similar houses with similar structures. COMMISSIONER MARAK said that the Plan Commission did not have authority to overturn these sorts of things but that the Village Board does. He said one thing the Plan Commission can do is make a recommendation to the Village Board to amend the Zoning Ordinance to allow these types of structures. He said that however, the Plan Commission should not recommend breaking the rules, because that is not the function of the Plan Commission. He asked when the matter would go before Village Board. Michael O. Whalen noted that the item was scheduled for the February 4, 2025 Village Board meeting. COMMISSIONER MARAK said that the Village Board can vote

to approve an item even if the Plan Commission recommends denial of the item. He said that the meeting minutes should reflect that the contract stipulated that the contractor was responsible for applying for the building permit. He said that the option of covering the existing structure would ruin the look of the house. Jason Engberg said that adding a roof was not feasible because it would not have adequate pitch. Jason Engberg said that planning staff met with the Building Official to discuss the feasibility of adding a roof and said it was agreed that it was not feasible. COMMISSIONER MARAK added that a roof would not look good.

Lisa Dyrda presented a document with three photos of similar houses with similar structures.

COMMISSIONER MARAK said that sometimes people know they need a permit to do work but neglect to file an application intentionally.

ACTING CHAIR MARTINEZ asked if the setback was typical on this block and if any other houses on the block had similar structures. Michael O. Whalen confirmed the setback was typical and that no other houses on the block had similar structures. He added that he would like to see the pictures of the similar houses too because he did not notice any others in the neighborhood. Jason Engberg said it was possible that houses with similar structures in front might not be in the required setback. Michael O. Whalen added that a deck is allowed in the front of the house, but is prohibited within the required front yard. Jason Engberg said this structure encroaches eight feet into the required front yard. Michael O. Whalen added that the structure is almost entirely located within the required front yard. Jason Engberg reminded the Plan Commission that there are standards to use when considering a recommendation of approval for the Variation request. He said that if the Plan Commission agrees that the structure looks nice, they can recommend that Village staff consider allowing structures in the future as the Zoning Ordinance is rewritten.

COMMISSIONER MARAK said the new structure looks much nicer than the bushes that were previously there.

COMMISSIONER SEPESSY asked how far down the structure would have to be moved in order to get a roof onto it. Jason Engberg responded that the ceiling height of the structure must be at least seven feet, but that additional overall height would be needed for adequate roof pitch.

ACTING CHAIR MARTINEZ thought that the structure was too large. She said that landscaping would soften the appearance. COMMISSIONER GASKILL said that still would not make the structure legal. Lisa Dyrda said they have landscaping planned but the stop work order made them not go forward with planting the landscaping.

COMMISSIONER GASKILL said the best thing to do would be to pursue legal action against the contractor and make them bring the structure to code. COMMISSIONER SEPESSY agreed.

Terrance Buckley was sworn in. He said that he lives next to the Petitioners' house. Mr. Buckley said he has lived in his house for 33 years. He said that he felt the structure will improve the value of his house next door. He said that he has never seen a portico on a deck, so he considered the structure to be a porch rather than a deck. He mentioned the etymology of the word porch and cited the definition from the dictionary. COMMISSIONER GASKILL said that the sides of the structure

were considered a deck because the portico did not extend over the sides. Mr. Buckley said that removing the structure would cause the value of his house to go down. He said that he's spoken to other neighbors and has not come across anyone that has an issue with it. He said other houses in the neighborhood had similar structures. He said the structure is not a deck. ACTING CHAIR MARTINEZ said that the Zoning Ordinance defines the structure as a deck.

Jason Dyrda was sworn in. He said that it has always been his dream to have a front porch. He said that he is a Navy veteran and wants to live in his dream home. He said the structure made the house his dream home.

ACTING CHAIR MARTINEZ asked if the Variation could be conditioned to bring the structure into compliance over time. Jason Engberg said that since a Variation runs with the land, you cannot attach a timeframe to it. He said that the property owners are not at fault. He said that the standards for granting a Variation must relate to something unique about the property, not that the contractor lied to the Petitioners. He said that allowing this Variation could lead to additional Variation requests in the future. He said that the proper way to allow these types of structures would be to amend the Zoning Ordinance. He added that staff is proposing a full rewrite of the Zoning Ordinance in the future. He said the responses to standards were written in the negative because the request does not comply with the standards. ACTING CHAIR MARTINEZ asked if there was any land-related hardship for the property. Jason Engberg responded that the property conformed with the Zoning Ordinance prior to the construction of this structure. He said it is a standard lot with no topographical issues. He added that the Plan Commission may amend the proposed standards.

COMMISSIONER SEPESSY asked if the center portion of the structure was conforming. Jason Engberg said that a porch or covered stoop is permitted in this location.

COMMISSIONER GASKILL asked about the dimensions of the posts. Michael O. Whalen said that the structure will have to comply with the Building Code and that could require some modification to the structure.

Lisa Dyrda asked that a letter of support from the neighbor across the street be read into the record. ACTING CHAIR MARTINEZ read the letter.

ACTING CHAIR MARTINEZ requested a motion to close the public hearing. COMMISSIONER SEPESSY made a motion to close the public hearing; seconded by COMMISSIONER MANI. ACTING CHAIR MARTINEZ requested a voice vote; all were in favor. Motion carried.

ACTING CHAIR MARTINEZ requested that staff present the standards for Variation approval.

Michael O. Whalen presented the standards.

ACTING CHAIR MARTINEZ requested a motion on the Variation. COMMISSIONER MANI made a motion to [recommend that the Village Board] grant the Petitioners a Variation from Section III.H.1 of the Zoning Ordinance to permit a deck within the required front yard and encroach no more than a maximum of eight feet into the required front yard in accordance with

the plans submitted and adopt the Findings of Fact as proposed in the January 16, 2025 staff report. COMMISSIONER MARAK seconded the motion. ACTING CHAIR MARTINEZ requested a roll call vote. Only COMMISSIONER MANI was in favor. Motion failed 1-4.

Michael O. Whalen noted that the item would go before the Village Board on February 4 without a recommendation of approval by the Plan Commission.

COMMISSIONER MARAK added that he hopes the Village Board will approve the Variation. He said that he felt the outcome was not equitable. COMMISSIONER MANI said that he thinks the Village needs to revisit the Zoning Ordinance because it is detrimental to the happiness of the residents. He said there are houses on his block that have a similar structure. ACTING CHAIR MARTINEZ said that she agrees with COMMISSIONER MANI that the Zoning Ordinance should be amended. COMMISSIONER MARAK said that the photographs of houses with similar structures had structures that were not as large as that proposed by the Petitioners.

ACTING CHAIR MARTINEZ said the item would go to the February 4, 2025, Village Board meeting.



Interoffice Memo

Date: February 18, 2025

To: Board of Trustees and Village President

CC: Daniel Ritter, Community Development Director

From: Carolyn Mitera, Marketing & Economic Development Specialist

Subject: Still Ride Bike Shop – Sign Grant

Background

Josh Klein (Applicant) is the owner of Still Ride Bike Shop, a bicycle shop located at 6741 South Street (PIN 28-30-411-017-0000). Still Ride Bike Shop anticipates opening in Spring. The Applicant plans to install new exterior signage to help advertise the location to pedestrians and vehicles. The proposed exterior signage includes a halo illuminated front wall sign.



Request

The Applicant is requesting funds under the Sign Grant Program to promote and advertise the business. The intent of the Sign Grant Program is to provide an incentive for business owners to introduce creative and attractive signs that will complement the downtown. The program provides a matching grant of 50%, with a maximum reimbursement of \$5,000 per tax paying business. One site can use up to \$70,000 in matching grants between the different types of grants every three years.

The proposed wall sign is a 35 square foot aluminum sign that features reverse channel letters and with white LED halo illumination and front lighted logo with white acrylic and vinyl graphic. The wall sign will be mounted into the face brick/stone using 3/8” top-con screws and angle brackets. The Applicant has chosen to utilize Effective Signs, for the sign design and installation. The Applicant submitted proposals for the grant requested as required. The proposal amount is as follows:

Scope of Work	Effective Signs
Wall sign design and installation	\$7,720.00 total cost estimate

Staff Recommendation – C.O.W.

Move the item to the Village Board meeting later this evening.

Staff Recommendation – Village Board

Staff is seeking a motion for approval of a matching Sign Grant not to exceed \$3,860.00 for Josh Klein (Applicant), owner of Still Ride Bike Shop, located at 6741 South Street.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2025-R-012

**A RESOLUTION APPROVING AND AWARDING AN OAK PARK
AVENUE SIGN GRANT TO STILL RIDE BIKE SHOP AT
6741 SOUTH STREET**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-012**A RESOLUTION APPROVING AND AWARDED AN OAK PARK
AVENUE SIGN GRANT TO STILL RIDE BIKE SHOP AT
6741 SOUTH STREET**

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

WHEREAS, the Village of Tinley Park (“Village”) has adopted the Oak Park Playbook (“OPA Playbook”), which is a series of grants designed to encourage development in downtown Tinley Park; and

WHEREAS, an application has been filed with the Community Development Department by Josh Klein, on behalf of Still Ride Bike (“Petitioner”), leases certain real estate, located at 6741 South Street (“Subject Property”), P.I.N. #28-30-411-017-0000 legally described in the attached **Exhibit 1**, and has applied for one (1) Oak Park Avenue Sign Grant (“Sign Grant”); and

WHEREAS, the Committee Of The Whole reviewed the application on February 18, 2025 and found that the application met the intent of the OPA Playbook standards and recommended approval of the grant. The Petitioner will utilize the funds received from the Sign Grant to install a new façade sign at the Subject Property (“Sign Improvement”); and

WHEREAS, said Petitioner is eligible for reimbursement through the Sign Grant program following completion of all work, in an amount not to exceed \$3,860.00 as described in the estimated cost in the attached **Exhibit 2**; 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 said Village of Tinley Park and its residents to award the Petitioner said Sign Grant in an amount not greater than \$3,860.00; and

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

SECTION 1: 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 this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Sign

Grant be awarded to the Petitioner to install a new facade sign at the Subject Property and that said Sign Grant shall be in an amount not greater than \$3,860.00.

SECTION 3: That the Petitioner, prior to receipt of any monies from the Village, shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

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

PASSED THIS 18th day of February 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of February 2025.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-012, “**A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO STILL RIDE BIKE SHOP AT 6741 SOUTH STREET,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February 2025.

VILLAGE CLERK

EXHIBIT 1

LEGAL DESCRIPTION

PARCEL 8: LOTS 13, 14, AND 15 IN BLOCK 9 IN BREMEN, BEING A SUBDIVISION IN SECTIONS 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL IDENTIFICATION NUMBER: 28-30-411-017-000

COMMONLY KNOWN AS: 6741 South Street, Tinley Park, Illinois 60477

EXHIBIT 2

EFFECTIVE SIGNS EVERY TIME

Free signed logo - white acrylic lettering
only on vinyl sign

BIKE  STILL RIDE SHOP

30.00"

168.0" (14.0')

backer 'join' with raised reverse metal letters

168" (14.0') x 36" (2.50') x 5" bar
reverse white metal letters
on 2" backer join

package \$0.00
sig. @ \$35.00

WE CANNOT BEGIN PRODUCTION WITHOUT A SIGNED APPROVED SKETCH

Celebrating
30 YEARS

1992-2022

Still Ride Bike Shop

Facade Sign

Job 35-10-409
© Copyright Jan 24 2015

significant or repetitive revisions will generate additional charges added to the final invoice

Please Sign, Date
and email Back

date:

PROOF

(COPYRIGHT NOTICE)

This artwork is property of Effective Signs and was created exclusively to aid your decision to purchase a sign from Effective Signs, Inc.
NO OTHER PARTS TO THIS SIGN OR ANYTHING ELSE CAN BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF EFFECTIVE SIGNS, INC.

Effective Signs, Inc. reserves the right to alter
through creative freedom of design after customer approval.

16752 OAK PARK AVE. • TINLEY PARK, IL 60477 • 708.633.0730 • effectivesigns@yahoo.com



Proposal

January 30, 2025

Still Ride Bike Shop
6741 South Street
Tinley Park, IL 60477

Attention: Josh Klein

Project: facade sign

As per your request, we are submitting our bid to provide materials and labor to provide the following:

Design, Fabricate & Install:

Exterior illuminated facade sign - 2 options

1) Reverse channel letters, overall sign size 168" (14') x 30" (2.5') x 6.0"

"BIKE, logo, SHOP"

Consisting of 24" high x 2.5" deep .090 aluminum reverse letters, finish satin white/
white led illumination / mounted on backer pan consisting of .090 aluminum

168" x 30" x 2.0" paint satin black

Logo panel: 33x24" consists of white acrylic & vinyl graphic on raised
capsule shaped / trimcapped acrylic face

UL listed. Includes permit procurement

\$7720.00

*** Actual Village of City of permit fee will be added to final invoice.

TERMS: \$5500.00 deposit required to begin, balance plus permit fee upon completion

Payment by check is reflected in above total. Payment by electronic means adjusts price upwards by 3.99%

DELIVERY/TIME 4-5 weeks

Delivery times are approximate. Permit approvals generally take several weeks.

Delivery time begins after Village of Tinley Park permit approval

Any layouts or renderings or logos created for, or provided to aid in purchase of a sign from Effective Signs remain property of Effective Signs and cannot be copied or reproduced by others to create a similar sign. Effective Signs reserves the right to obtain damages in accordance with Title 17 section 2 of the United States Code to prevent unauthorized copying and use.

Additionally, Effective Signs will not copy or reproduce any licensed, copyrighted or trademarked material.

This signed contract constitutes authorization to proceed. Deposits are non-refundable upon commencement of work. Commencement of work at our discretion, consists of and includes: surveys, permit paperwork, emails, meetings and purchase of materials.

While we make every effort to be aware of local sign codes & revisions, codes change. Changes to any sign to conform with current code requirements in order to be approved by a municipality after an agreed proposal is rendered, with or without deposit received, will be re-quoted and pricing adjusted at our discretion for any physical changes to the sign deviating from the original proposal, as well as additions of materials, labor, permit procurement, emails & meetings.

You are entering into a legally binding agreement to purchase signage from Effective Signs.

Delivery times are estimates only and completion may take longer than quoted.

Effective Signs will not install any sign without local municipality and property owner approval.

Effective Signs reserves the right to request full payment of balance due prior to installation of sign.

A sign installed sign remains the property of Effective Signs until the bill is paid.

Quantum Graphics is the sign installer. Installation estimate (\$1350.00) was included in the overall wall signage estimate (\$4940.00) and projecting sign estimate (\$2655.00) from Hjdesigns, sign designer and fabricator.

Business Tax ID # if corporation _____

16752 Oak Park Avenue ♦ Tinley Park, IL 60477 ♦ 708.633.0730 effectivesigns@yahoo.com



Sign Grant Program

Application Form

A. Applicant Information

If Applicant is not the owner of the subject property, the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

Name: JOHN KLAW
 Mailing Address: 6741 SOUTH ST
 City, State, Zip: TINLEY PARK, IL 60477
 Phone Number: [REDACTED]
 Fax Number: [REDACTED]
 Email Address: STILLRIDEBIKESHOP@GMAIL.COM

B. Property Information

Property Owner(s): BOULEVARD DEVELOPMENT, LLC
 Mailing Address: 8100 W. 159TH ST.
 City, State Zip: ORLAND PARK, IL 60462
 Property Address: 6701 SOUTH ST.
 Permanent Index No. (PIN): 28-30-411-029-0000
 Existing land use: MIXED - USE RESIDENTIAL

C. Application Information

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):

ON BUILDING, FRONT FACING SIGN, 24" ~~LETTERS~~ LETTERS (WHITE)
 ON 168" x 30" ^{BLACK} BACKER BOARD W CENTERED SQUARE
 LOGO.

What is the total dollar amount being requested?

Please outline what the grant funds will be used for along with a breakdown of those costs. If additional space is required, please provide a separate attachment.

Use	Amount Requested
\$7720.00 SIGN + INSTALL	\$3860.00

Is the applicant aware of any Village Code deficiencies of the property or structure? Yes ☐ No ☒
 If yes, explain:

The Applicant certifies that all of the above statements and other information submitted as part of this application



Sign Grant Program

are true and correct to the best of his or her knowledge.

Signature of Applicant

1/29/25

Date

By signing below, the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Sign Grant Program.

Signature of Owner

1/30/25

Date

Application Requirements

A complete application for approval consists of the following items submitted in a comprehensive package:

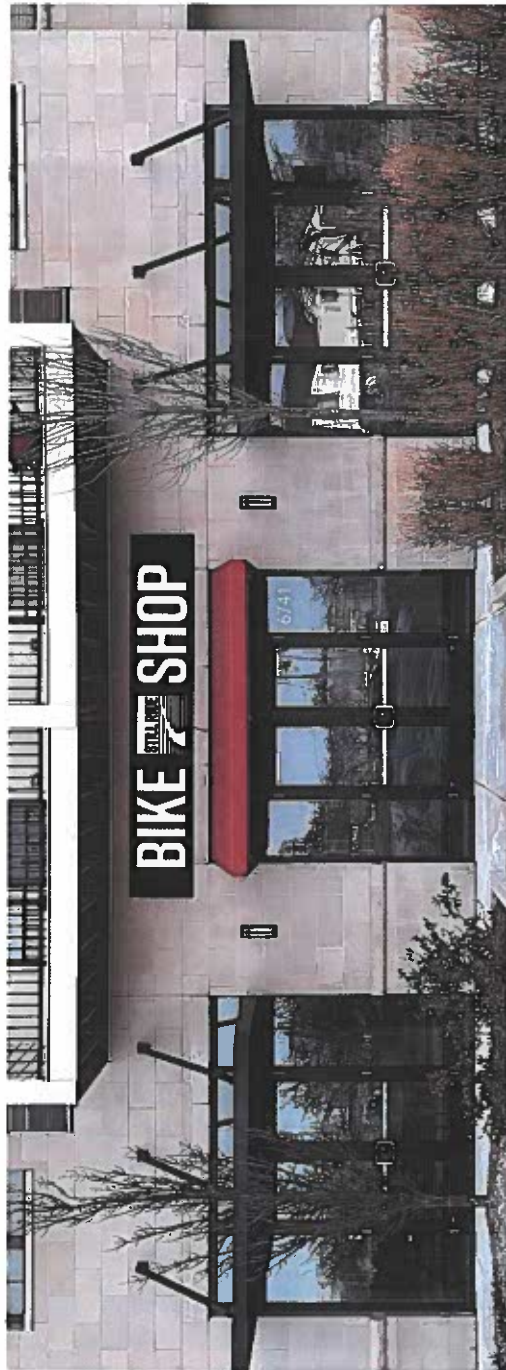
Checklist for Sign Grant Submission

The Applicant must submit the following items with this application:

- ☐ Completed and signed grant application
- ☐ One quote from a signage company
- ☐ One completed Permanent Sign Permit Application along with all items included with that application

An application will not be accepted or processed until all of the items above have been submitted. If applications exceed the Village's funding budget, an application will not be considered complete until all items have been submitted.

EFFECTIVE SIGNS EVERY TIME



front lighted logo- white hole- white acrylic faced back/interior
black cut vinyl logo

30.00"
BIKE
STILL RIDE
SHOP

168.0" (14.0')

backer 'pan' with raised reverse metal letters



168" (14.0') x 30" (25.0') x 5" box
reverse metal letters with
white led illumination
letters mounted on 2" backer pan
.090 alum black satin
frontage 50.0"
sign sq ft 35.0

WE CANNOT BEGIN PRODUCTION WITHOUT A SIGNED APPROVED SKETCH

Celebrating
30 YEARS

Still Ride Bike Shop

Facade Sign

Job 25-10-609
© Copyright Feb 3 2025

Revised 2-3-25

PROOF



1992-2022

significant or repetitive revisions will generate additional charges added to the final invoice

OK
Please Sign, Date
and email Back

date:

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Proposal

Feb 3, 2025

Still Ride Bike Shop
6741 South Street
Tinley Park, IL 60477

Attention: Josh Klein

Project: facade sign

As per your request, we are submitting our bid to provide materials and labor to provide the following:

Design, Fabricate & Install:

Exterior illuminated facade sign - 2 options

1) Reverse channel letters, overall sign size 168" (14') x 30" (2.5') x 6.0"

"BIKE, logo, SHOP"

Consisting of 24" high x 2.5" deep .090 aluminum reverse letters, finish satin white.

'the letters' will have white led illumination / 'the letters' will be mounted on backer pan

'the backer pan' will consist of .090 aluminum

overall size of the backer pan 168" x 30" x 2.0" painted satin black

Logo panel: 33x24" consists of white acrylic & vinyl graphic on raised

capsule shaped / trimcapped acrylic face

UL listed. Includes permit procurement

\$7720.00

*** Actual Village of City of permit fee will be added to final invoice.

TERMS: \$5500.00 deposit required to begin, balance plus permit fee upon completion

Payment by check is reflected in above total. Payment by electronic means adjusts price upwards by 3.99%

DELIVERY/TIME 4-5 weeks

Delivery times are approximate. Permit approvals generally take several weeks.

Delivery time begins after Village of Tinley Park permit approval

Any layouts or renderings or logos created for, or provided to aid in purchase of a sign from Effective Signs remain property of Effective Signs and cannot be copied or reproduced by others to create a similar sign. Effective signs reserves the right to obtain damages in accordance with Title 17 section 2 of the United States 'Code to prevent unauthorized copying and use'.

Additionally, Effective Signs will not copy or reproduce any licensed, copyrighted or trademarked material.

This signed contract constitutes authorization to proceed. Deposits are non-refundable upon commencement of work.

Commencement of work at our discretion, consists of and includes: surveys, permit paperwork, emails, meetings and purchase of materials.

While we make every effort to be aware of local sign codes & revisions, codes change. Changes to any sign to conform with current code requirements in order to be approved by a municipality after an agreed proposal is rendered, with or without deposit received, will be re-quoted and pricing adjusted at our discretion for any physical changes to the sign deviating from the original proposal, as well as additions of materials, labor, permit procurement, emails & meetings.

You are entering into a legally binding agreement to purchase signage from Effective Signs

Delivery times are estimates only and completion may take longer than quoted.

Effective Signs will not install any sign without local municipality and property owner approval.

Effective Signs reserves the right to request full payment of balance due prior to installation of sign.

Any installed sign remains property of Effective Signs until fully paid.

Additionally, customer grants Effective Signs, permission to, at our discretion, remove any part or complete sign that has been installed but not fully paid by the terms set forth above.

Accepted By _____ Title/Position: _____ Date _____

owner, principal _____

address of owner/ principal street _____ city _____ state _____ zip _____

Business Tax ID # if corporation _____

16752 Oak Park Avenue • Tinley Park, IL 60477 • 708.633.0730 effectivesigns@yahoo.com

RY TIME EFFECTIVE SIGNS EVERY TIME EFF



Date: February 10, 2025

To: Committee of the Whole

Cc: Pat Carr, Village Manager,
Hannah Lipman, Assistant Village Manager/Interim Finance Director

From: Anne Mitchell, Management Analyst

Subject: Electrical Aggregation Program

As you are aware, the Village participates in a consortium with over 170 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to drive down pricing for residential and municipal electricity.

While we currently do not have an active residential electric aggregation program, NIMEC also goes out to bid for electricity pricing relating to municipal uses (pumping stations and street lighting accounts) on behalf of the entire consortium. With over 170 communities that participate in NIMEC’s consortium, aggregating the collective volume and bidding together achieves savings that would otherwise not be available if the accounts were bid individually.

The Village has five (5) accounts for various pumping station that benefit from the collective bid. These accounts are not included in our electric aggregation program and instead bid separately because of the high level of electric consumption used to operate.

NIMEC will be holding a group bid for pumping station accounts on March 4th, 2025. As with our previous electrical agreements, the window of opportunity for the Village to sign agreements and take advantage of the lowest bidder is typically limited to less than 48 hours. As such, the Village will need to authorize the Village Manager to sign a third-party agreement upon completion of the competitive bidding process. This will aid in assuring that the Village will continue to be afforded the best possible electrical rates.

Account	Service Address
Village of Tinley Park	164 th & Harlem (Post 7)
Village of Tinley Park	16296 So. 84 th (Post 6)
Village of Tinley Park	18301 S. Ridgeland Ave (Post 2)
Village of Tinley Park	6640 W. 167 th Street
Village of Tinley Park	171 st Street & 80 th Ave (Post 5)

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

RESOLUTION
NO. 2025-R-016

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO CONTRACT FOR THE
PURCHASE OF ELECTRICITY - ELECTRICAL AGGREGATION PROGRAM**

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. 2025-R-016**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO CONTRACT FOR THE PURCHASE OF ELECTRICITY - ELECTRICAL AGGREGATION PROGRAM**

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's current electrical aggregation contract for various pump station accounts will be expiring; and

WHEREAS, various energy purchasing cooperatives have been formed so as to contract for the best rate per kilowatt; and

WHEREAS, it is expected that these cooperatives will offer price and rate quotations that will be valid for a very short period of time, in some cases as short as twenty-four (24) hours,

WHEREAS, upon receipt, the contract with final pricing must be executed in a timely manner to obtain the best program options for 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 said Village of Tinley Park and its residents to grant the Village Manager authority to enter into such contract(s) for the purchase of electrical energy service for the Village of Tinley Park

NOW, THEREFORE, Be It Resolved that, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that the Village Manager be authorized to contract for the Village of Tinley Park's electrical aggregation program.

BE IT FURTHER RESOLVED, any contract entered into by the Village Manager pursuant to the authority granted by this Resolution shall not exceed thirty-six months in duration.

ADOPTED this 18th day of February, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-016p, “**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO CONTRACT FOR THE PURCHASE OF ELECTRICITY – ELECTRICAL AGGREGATION PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK



Interoffice Memo

Date: February 10, 2025

To: Patrick Carr, Village Manager

From: Angela Arrigo, HR Director

cc: Anthony Ardolino, IT Director

Subject: MGT Leasing Agreement – Network & Security Administrator

Over the last couple of years, we have attempted to recruit for the new position of Network & Security Administrator. Despite two active recruitments, we have been challenged with finding qualified candidates and this position continues to remain vacant. With the continued need to fill this specialized role with a qualified candidate, we have recently explored a leasing agreement with MGT who offers specialized technology and advisory solutions for education, government, and critical infrastructure.

A highly qualified Network & Security candidate has been identified and selected for a 12-month leasing arrangement. With the 12-month placement, the option to convert to a permanent hire would be available with no direct hire placement fees incurred at the end of the 12-month period.

We currently have an engagement with MGT for professional, leasing, and consulting services, however, the additional of the 12-month assignment spanning over two fiscal years requires additional approval. The anticipated 12-month engagement has a total estimated cost of approximately \$166,400 plus on call. The funding for this leasing arrangement is available based on anticipated FY26 budgeted funds for the vacant Network & Security Administrator position. We are requesting authorization of up to a maximum of \$170,000 over the next 12 months for the Network & Security Administrator leasing agreement.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-011**

**A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE
LEASING AGREEMENT FOR NETWORK & SECURITY PROFESSIONAL SERVICES FOR
A 12-MONTH PERIOD**

**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. 2025-R-011**A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE LEASING AGREEMENT FOR NETWORK & SECURITY PROFESSIONAL SERVICES FOR A 12-MONTH PERIOD**

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 network and security administration Leasing Agreement with MGT Impact Solutions LLC; 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(s) 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(s) be entered into and executed by said Village of Tinley Park, with said Agreement(s) shall not exceed \$170,000 over a 12-month period.

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 18th day of February, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

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

CERTIFICATE

I, Nancy M. O’Connor, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-011, **“A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE LEASING AGREEMENT FOR NETWORK & SECURITY PROFESSIONAL SERVICES FOR A 12-MONTH PERIOD,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on 18th day of February, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC ("MGT")**, and the **Village of Tinley Park, IL** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT 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") each 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 modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT 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 MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with applicable federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT 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 MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT 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, MGT 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. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense

incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached Exhibit B. MGT 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 MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT 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 MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, 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 with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

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 MGT's internal and external loss control specialists, MGT's 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 MGT's workers' compensation carrier. MGT 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 workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT 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 MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT 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 MGT 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.

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

SECTION 3

FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT 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 MGT 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 MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT 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 MGT 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, MGT 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.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, 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 MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees 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. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure 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 MGT 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, MGT 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, MGT 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 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6

NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's 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 MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

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 MGT 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 MGT 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 MGT. MGT 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") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT 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; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

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 that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or 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 MGT's 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. MGT 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 MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

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. Venue and

jurisdiction for any action under this Agreement is Cook County. 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 MGT:	MGT Impact Solutions, LLC 790 Frontage Road Suite 213 Northfield, Illinois 60093 Attn: Ambica kaul 647-894-4297 - akaul@mgt.us
If to Client:	Village of Tinley Park 16250 S Oak Park Ave Tinley Park, IL 60477 Attn: Angela Arrigo 708-444-5090 – aarrigo@tinleypark.org

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

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTVE DATE: 24 February 2025

CLIENT

By _____
Name: _____
Title: _____



EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Christopher Leveston

POSITION/ASSIGNMENT: Network & Security Administrator

POSITION TERM: 12 months (2080 Hours) Contract to Hire terms (Contract Can be extended monthly post that as per client needs.) Either party may terminate the agreement at any time by providing thirty days advance written notice.

BASE COMPENSATION: Client will be billed for actual hours worked at \$80/HR (Regular hours). Specific work schedule will be determined between the Client and the Assigned Employee. Client shall report hours of work via a timesheet before the close of business on Monday after the prior work week. Office hours are Monday – Friday 8:00AM to 5:00PM, subject to change. The overtime rate for any work in excess of 40 hours/week will be \$120/hour. Compensation assumes assigned employee will receive pay for holidays on the same schedule client provides for administrative employees and will be solely at the discretion of the client. Any Holiday period client observes, is billable by MGT as Regular Hours to the client. Client will be invoiced on a bi-weekly basis.

PAID TIME OFF: MGT Employee assigned to the client, is eligible for paid leave via the Illinois Paid Leave for all Workers Act. Employee must follow procedures set forth by MGT for requesting paid leave and coordinate time off with the client. Paid leave will be administered according to state law. Employee shall not be compensated for any unused leave time nor shall employee be allowed to carry over unused leave time to a subsequent term.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party’s behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT :

By:_____

By:_____

Date:_____

Date:_____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



EXHIBIT B
Summary of Benefits



Interoffice Memo

Date: February 10, 2025

To: Pat Carr – Village Manager
Hannah Lipman – Assistant Village Manager
John Urbanski – Public Works Director

From: Colby C. Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Intergovernmental Agreement for Traffic Signals - 191st Street and the Eastern Entrance to Brookside Marketplace

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: The Traffic Engineer from the Will County Department of Traffic (DOT) recently contacted the Village Public Works Department in regards to the expiration date of the current Intergovernmental Agreement (IGA) between the Village of Tinley Park and the County of Will for the traffic signals located at 191st Street and Brookside Marketplace. The current agreement was set to expire on October 21, 2024; thus a new agreement is required.

The agreement identifies routine maintenance of any improvements in accordance with their standard contract and invoice the Village on a semi-annual basis at a cost starting at \$170.55 per month. Should maintenance contract costs increase, the County shall provide the Village a thirty (30) day written notice.

The Village shall be responsible for all energy costs required by the improvements and be invoiced on a semi-annual basis. Energy costs shall be the same price paid by the County under their energy cost contract at that time. Again, if an increase occurs in the contract, the County shall provide the Village a thirty (30) day written notice. The Village shall be responsible for all future Emergency Vehicle Pre-emption (EVP) costs.

Staff Direction Request:

1. Approve the Intergovernmental Agreement for the Maintenance and Energy of Traffic Signals at the Intersection of 191st Street (CH 84) and the Eastern Entrance to Brookside Marketplace, in the County of Will.
2. Direct Staff as necessary.

Attachments:

1. Intergovernmental Agreement at 191st Street and the Eastern Entrance to Brookside Marketplace

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-013

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT
191ST STREET AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE**

**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. 2025-R-013**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT 191ST STREET AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with WILL COUNTY, a true and correct copy of such Intergovernmental 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 Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

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 "Intergovernmental 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 Intergovernmental Agreement.

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

ADOPTED this 18th day of February, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT 191ST STREET AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE

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. 2025-R-013, “**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT 191ST STREET AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK

**INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND
ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF 191ST STREET
(CH 84) AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE,
IN THE COUNTY OF WILL**

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, the Village of Tinley Park is a Municipal Corporation and situated partially in Will County, (hereinafter referred to as “TINLEY PARK”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY and TINLEY PARK, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of maintaining an improved, signalized intersection at 191st Street (County Highway 84) and the eastern entrance to Brookside Marketplace, which once brought forth the construction of intersection improvements consisting of the traffic signal, emergency vehicle preemption, and other appurtenances (hereinafter referred to as “IMPROVEMENT”); and

WHEREAS, TINLEY PARK remains desirous of maintaining the existing emergency vehicle preemption system installed at the intersection of 191st Street (County Highway 84) and the eastern entrance to Brookside Marketplace, as part of the IMPROVEMENT; and

WHEREAS, the previous intergovernmental agreement governing the maintenance of the IMPROVEMENT was set to expire on October 21, 2024, necessitating action to establish a new intergovernmental agreement between the COUNTY and TINLEY PARK governing said maintenance of the IMPROVEMENT; and

WHEREAS, 191st Street (County Highway 84) is under the jurisdiction of the COUNTY; and

WHEREAS, the eastern entrance into Brookside Marketplace (identified in the previous pertinent agreement as the Eastern Access Drive), is a privately-maintained roadway owned by DT Brookside, LLC, and is situated within TINLEY PARK;

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and TINLEY PARK (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the previous agreement pertaining to this IMPROVEMENT expiring on October 21, 2024.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY’S standard maintenance contract and shall invoice TINLEY PARK for said routine maintenance costs on a semiannual basis. Routine maintenance shall initially be invoiced to TINLEY PARK at a total rate of \$170.55 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days’ written notice of the increase to TINLEY PARK.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other “Act of God” and shall invoice TINLEY PARK for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. TINLEY PARK shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice TINLEY PARK on a semiannual basis. Energy costs invoiced to TINLEY PARK shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days’ written notice of the increase to TINLEY PARK.
5. TINLEY PARK shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of 191st Street.

7. The relevant eastern entrance to Brookside Marketplace will remain under the private ownership of DT Brookside, LLC.
8. If the State of Illinois adopts any amendment, addition, deletion or other change to the "Illinois Supplement to the Manual on Uniform Traffic Control Devices", TINLEY PARK, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.
9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
10. This document shall be the final embodiment of the Agreement by and between the COUNTY and TINLEY PARK. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and TINLEY PARK.
11. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
13. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
14. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street, 5th Floor
Joliet, Illinois 60432

If to TINLEY PARK:

Village of Tinley Park
Director of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Municipal Attorney
Attn: Tiffany Nelson-Jaworski
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60804

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

15. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Dated at Joliet, Illinois this ____ day of _____, 202__.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk
(Seal)

Dated at Tinley Park, Illinois, this ____ day of _____, 202__.

VILLAGE OF TINLEY PARK

ATTEST

Mayor

Village Clerk



Interoffice Memo

Date: February 10, 2025

To: Pat Carr – Village Manager
Hannah Lipman – Assistant Village Manager
John Urbanski – Public Works Director

From: Colby C. Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Intergovernmental Agreement for Traffic Signals - 191st Street and Panduit Drive

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: The Traffic Engineer from the Will County Department of Traffic (DOT) recently contacted the Village Public Works Department in regards to the expiration date of the current Intergovernmental Agreement (IGA) between the Village of Tinley Park and the County of Will for the traffic signals located at 191st Street and Panduit Drive. The current agreement has a sunset clause of October 24, 2024; thus a new agreement is required.

The agreement identifies proposed upgrade requirements regarding installation, maintenance, and operation of the communications network between all signals connected to the County's highway system. It identifies that the County shall be responsible for the routine maintenance of any improvements in accordance with their standard contract and invoice the Village on a semi-annual basis at a cost starting at \$170.55 per month. Should maintenance contract costs increase, the County shall provide the Village a thirty (30) day written notice.

The Village shall be responsible for all energy costs required by the improvements and be invoiced on a semi-annual basis. Energy costs shall be the same price paid by the County under their energy cost contract at that time. Again, if an increase occurs in the contract, the County shall provide the Village a thirty (30) day written notice. The Village shall be responsible for all future Emergency Vehicle Pre-emption (EVP) costs.

Staff Direction Request:

1. Approve the Intergovernmental Agreement Between the Village of Tinley Park and the County of Will for Maintenance and Energy of Traffic Signals at the Intersection of 191st Street (CH 84) and Panduit Drive in the County of Will, County Board District #4.
2. Direct Staff as necessary.

Attachments:

1. Intergovernmental Agreement at 191st Street and Panduit Drive



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2025-R-014

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT
191ST STREET AND PANDUIT 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**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT
191ST STREET AND PANDUIT DRIVE**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with WILL COUNTY, a true and correct copy of such Intergovernmental 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 Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

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 "Intergovernmental 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 Intergovernmental Agreement.

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

ADOPTED this 18th day of February, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT 191ST STREET AND PANDUIT 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. 2025-R-014, “**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY FOR TRAFFIC SIGNALS AT 191ST STREET AND PANDUIT DRIVE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2025.

VILLAGE CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND THE COUNTY OF WILL FOR MAINTENANCE AND
ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF 191ST STREET
(CH 84) & PANDUIT DRIVE IN THE COUNTY OF WILL,
COUNTY BOARD DISTRICT #4**

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, the Village of Tinley Park is a Municipal Corporation and situated in Will County, (hereinafter referred to as “TINLEY PARK”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY, and TINLEY PARK, in order to facilitate the mobility of traffic and the safety of the motoring public, are desirous of maintaining an improved, signalized intersection at 191st Street (County Highway 84) and Panduit Drive, which once brought forth the construction of intersection improvements consisting of the traffic signal and other appurtenances (hereinafter referred to as the “IMPROVEMENT”); and

WHEREAS, both the COUNTY, and TINLEY PARK, in order to facilitate the mobility of traffic and the safety of the motoring public, hold an additional desire for proposed upgrades to the IMPROVEMENT enabling ITS capabilities, in that the same will be of lasting benefit to County residents and permanent in nature; and

WHEREAS, the proposed upgrades enabling ITS capabilities require the installation, maintenance, and operation of a communications network between all signals constructed along the COUNTY’s highway system, resulting in a need to establish a new agreement designating one common entity, the COUNTY, as that responsible for maintenance and operation of all signals constructed along the COUNTY’s highway system; and

WHEREAS, County Highway 84 (191st Street) is under the jurisdiction of the COUNTY; and

WHEREAS, the relevant portion of Panduit Drive at this intersection is under the jurisdiction of TINLEY PARK;

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, and TINLEY PARK (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the COUNTY’s new responsibility of building and maintaining a communications network linking all signals on highways under the COUNTY’s jurisdiction, including the IMPROVEMENT.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY’s standard maintenance contract and shall invoice TINLEY PARK for all of said routine maintenance costs on a semiannual basis. Routine maintenance costs shall initially be invoiced to TINLEY PARK at a rate of \$170.55 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contract(s) increase, the COUNTY shall provide 30 days’ written notice of the increase to TINLEY PARK.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other “Act of God” and shall invoice TINLEY PARK for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. TINLEY PARK shall be responsible for all of the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice TINLEY PARK on a semiannual basis. Energy costs invoiced to TINLEY PARK shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contract(s) increase, the COUNTY shall provide 30 days’ written notice of the increase to TINLEY PARK.
5. TINLEY PARK shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of 191st Street.

7. TINLEY PARK shall retain jurisdiction of Panduit Drive.
8. If the COUNTY is faced with a need to adopt any amendment, addition, deletion, or other change to state-issued and federally issued doctrine governing the construction and operation of traffic signals, requiring a resultant modification to signal equipment, TINLEY PARK shall be held financially responsible for alterations to the IMPROVEMENT to bring it into conformance with current standards, and the COUNTY shall be responsible for executing said alterations to the IMPROVEMENT. The COUNTY shall invoice TINLEY PARK for the full cost of said alterations to the IMPROVEMENT. Relevant updates to such doctrine governing the construction and operation of traffic signals include updates to the Manual on Uniform Traffic Control Devices; the Illinois Supplement to the Manual on Uniform Traffic Control Devices; statewide IDOT standards and specifications; and IDOT District 1 standards and specifications.
9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
10. This document shall nullify and replace any previous intergovernmental agreement governing the signal at the intersection of 191st Street (County Highway 84) and Panduit Drive.
11. This document shall be the final embodiment of the Agreement by and between the COUNTY and TINLEY PARK. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and TINLEY PARK.
12. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
13. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
14. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
15. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street
Joliet, Illinois 60432

If to the Village of Tinley Park:

Village of Tinley Park
Director of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Municipal Attorney
Attn: Tiffany Nelson-Jaworski
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60804

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

16. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

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Dated at Joliet, Illinois this ____ day of _____, 2025.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk
(Seal)

Dated at Tinley Park, Illinois, this ____ day of _____, 2025.

VILLAGE OF TINLEY PARK

ATTEST

Mayor

Village Clerk

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION