

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Special Meeting of the President and Village Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Wednesday, August 6, 2025, beginning at 5:45 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

5:45 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM #1

SUBJECT:

CONSIDER APPROVAL OF AGENDA

ACTION:

Consider approval of agenda as written or amended.

COMMENTS:

ITEM #2

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON JULY 15, 2025.

ACTION:

Consider approval of minutes as written or amended.

COMMENTS:

ITEM #3

SUBJECT:

CONSIDER ADOPTING ORDINANCE 2025-O-025 AMENDING THE RULES AND REGULATIONS FOR THE VILLAGE OF TINLEY PARK CIVIL SERVICE COMMISSION - **Trustee Brady**

ACTION:

This ordinance defines the classification plan and further modifies the Civil Service Rules and Regulations to allow for the return of former classified positions to return to the rank of Sergeant. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #4

SUBJECT:

CONSIDER APPOINTING KEITH SULLIVAN TO THE POSITION OF DEPUTY POLICE CHIEF - **President Glotz**

ACTION:

Keith has been in law enforcement since 1998 and joined the Tinley Park Police Department 23 years ago. He has served as Division Police Commander of Special Programs and spent nearly 13 years as Sergeant, of which he oversaw Patrol for nine (9) years and Administration for four (4) years. He has overseen numerous projects and initiatives in the Police Department and developed and executed special event operational and contingency plans for the Live Nation venue, among other achievements. Keith is a graduate of the Northwestern University Center of Public Safety, Staff and Command and the Executive Management Program. Keith's professional commitment, leadership, and dedication to the vision and mission of the Tinley Park Police Department make him an outstanding candidate for this position. **Consider appointing Keith Sullivan to the position of Deputy Police Chief effective August 6, 2025.**

COMMENTS:

ITEM #5

SUBJECT: CONDUCT A SWEARING IN CEREMONY FOR DEPUTY POLICE CHIEF KEITH SULLIVAN - **Trustee Mueller**

ACTION: Deputy Police Chief Keith Sullivan will be sworn in by Village Clerk Nancy O'Connor.

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER APPOINTING JONATHAN MITTELMAN TO THE POSITION OF DIVISION POLICE COMMANDER - **President Glotz**

ACTION: Jonathan began his career in law enforcement in 2011 when he joined the Tinley Park Police Department. Of his 14 years serving the citizens of Tinley Park, he has spent the last 6 years in the rank of Sergeant, leading patrol shifts and the Street Crimes Suppression Unit. He has been responsible for DEA TFO, NARCINT TFO, CIT Program, and an Advanced CSI Team as well as numerous projects and initiatives in the police department. Jonathan is a graduate of the Northwestern University Center of Public Safety, Staff, and Command. In addition, Jonathan has excelled in leading and managing patrol shifts, specialized units, and training programs making him an outstanding candidate for this position. **Consider appointing Jonathan Mittelman to the position of Division Police Commander effective August 6, 2025.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2025-R-093 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ALVAREZ AND ASSOCIATES FOR PUBLIC AND PRIVATE SECTOR CONSULTING SERVICES IN THE AMOUNT OF \$4,000 MONTHLY (\$48,000 ANNUALLY).
- B. CONSIDER ADOPTING RESOLUTION 2025-R-094 APPROVING THE PURCHASE OF ANNUAL MAINTENANCE OF EMERGENCY NOTIFICATION SOFTWARE FROM ONSOLVE IN THE AMOUNT OF \$30,381.53.
- C. CONSIDER ADOPTING RESOLUTION 2025-R-099 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION OBSERVATION SERVICES IN THE NOT TO EXCEED AMOUNT OF \$50,000.
- D. CONSIDER ADOPTING RESOLUTION 2025-R-097 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE HORTON GROUP FOR EMPLOYEE BENEFIT CONSULTING/BROKERAGE SERVICES
- E. CONSIDER REQUEST FROM THE GIGI'S PLAYHOUSE TINLEY PARK TO CONDUCT A RAFFLE THROUGH FRIDAY, OCTOBER 17, 2025, WITH THE WINNER BEING DRAWN THAT DAY, AT TUSCANY FALLS BANQUETS, 9425 191ST STREET. THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$15,000.
- F. CONSIDER REQUEST FROM ILLINOIS ARBORIST ASSOCIATION TO CONDUCT A RAFFLE THROUGH NOVEMBER 18, 2025, WITH THE WINNER BEING DRAWN THAT DAY AT THE TINLEY PARK CONVENTION CENTER. THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$2,500.

- G. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,243,956.06 AS LISTED IN THE VENDOR BOARD APPROVAL REPORTS DATED JULY 18 AND 25, 2025, AND AUGUST 1, 2025.

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

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2025-O-023 AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES (CLASS “B” – PETE’S FRESH MARKET, 16280 HARLEM AVE) - **President Glotz**

ACTION: This item awards a Class B license to Pete's Fresh Market. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-095 APPROVING A RENEWED COOK COUNTY ASSESSMENT CLASS 8 FOR PROPERTY AT 16846 OAK PARK AVENUE (SIAM MARINA PROPERTIES LLC) - **Trustee Mahoney**

ACTION: This Resolution provides the property owner, Siam Marina Properties, LLC support for the renewal of a Cook County Class 8 incentive which reduces the tax assessment ratio for the property at 16846 Oak Park Avenue This item was discussed at the July 14, 2025, Economic and Commercial Commission and 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-096 APPROVING AN AGREEMENT WITH NEOGOV FOR SUBSCRIPTION SERVICES - **Trustee Brady**

ACTION: Consider approving a contract for a three (3) year term for Insight, Perform, Learn, Onboard, and eForm subscriptions with NeoGov. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-092 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NATIONAL PUBLIC PENSION FUND ASSOCIATION TO PROVIDE A 401(A) PLAN FOR CERTAIN POSITIONS - **Trustee Brady**

ACTION: Consider approving a Participation Agreement between the Village of Tinley Park and National Public Pension Fund Association to establish a 401(a) plan for certain positions. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-091 APPROVING A MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 - **Trustee Brady**

ACTION: Consider approving a Memorandum of Agreement with the International Union of Operating Engineers (IUOE), Local 150 to create a second shift. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING ORDINANCE 2025-O-024 AMENDING CERTAIN SECTIONS OF TITLE III CHAPTER 33 OF THE TINLEY PARK VILLAGE CODE ENTITLED 'POLICE DEPARTMENT' PERTAINING TO THE CREATION OF THE POSITION OF POLICE LIEUTENANT - **Trustee Brady**

ACTION: Consider modifying Chapter 33 of the Municipal Code to include the position of Police Lieutenant as an appointed position. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-098 APPROVING THE PURCHASE OF ANNUAL MAINTENANCE OF 911 DISPATCH SOFTWARE FROM CENTRAL SQUARE - **Trustee Mueller**

ACTION: The 911 dispatch software provides critical functionality for the Village's public safety departments. This Resolution will provide the annual software maintenance for the computer aided dispatch applications. The cost for this annual renewal is \$163,595.97 and is purchased through Central Square. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-090 BETWEEN THE VILLAGE OF TINLEY PARK AND ALESSIO & SONS COMPANY FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION - **Trustee Brennan**

ACTION: Consider approving a proposal with Alessio & Sons Company in a not to exceed amount of \$7,450,000. This item was discussed at the Committee of the Whole held prior to this meeting.
This Resolution is eligible for adoption.

COMMENTS: _____

ITEM #16

SUBJECT: RECEIVE COMMENTS FROM STAFF.

COMMENTS: _____

ITEM #17

SUBJECT: RECEIVE COMMENTS FROM BOARD.

COMMENTS: _____

ITEM #18

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC.

COMMENTS: _____

ITEM #19

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- C. THE 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.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JULY 15, 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 July 15, 2025. President Glotz called this meeting to order at 6:05 p.m.

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

At this time, Trustee Brady led a prayer for Jack Moriarty.

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 Kenneth E. Shaw Colleen M. Sullivan
Absent:	William A. Brennan, Village Trustee Dennis P. Mahoney, Village Trustee Michael G. Mueller, Village Trustee
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Michael DelGaldo

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

Motion was made by Trustee Sullivan, seconded by Trustee Shaw, to approve and place on file the minutes of the special Village Board Meeting held on July 1, 2025. Vote on roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

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

- Odyssey Fun World, 19111 Oak Park Avenue

Motion was made by Trustee Sullivan, seconded by Trustee Shaw, to appoint **ERIN SMITH TO THE POSITION OF 911 DISPATCHER**. Erin has over three (3) years of emergency and non-emergency dispatch experience in a call center environment, dispatching for multiple agencies. She is familiar with working in a fast-paced, high-volume environment. She is experienced with 911 operations and is EMD and LEADS certified. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Brady, to appoint **THE FOLLOWING COMMISSIONERS TO THE SENIOR COMMISSION FOR FISCAL YEAR 2026.**

SENIOR COMMISSION

Renee Galvin, Commissioner

Elizabeth Wyllie, Commissioner

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

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

- A. CONSIDER ADOPTING RESOLUTION 2025-R-086 APPROVING THE PURCHASE OF DATAMARK GIS SERVICES FROM CENTRAL SQUARE FOR INDOOR SCHOOL MAPPING IN THE AMOUNT OF \$98,280.
- B. CONSIDER ADOPTING RESOLUTION 2025-R-087 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION CONCEPTS, INC. FOR THE VILLAGE FACILITIES AUTOMATION SYSTEMS - ANNUAL MAINTENANCE AND INSPECTIONS IN THE AMOUNT OF \$39,180.
- C. CONSIDER REQUEST FROM THE KNIGHTS OF COLUMBUS TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY, SEPTEMBER 12, AND SATURDAY, SEPTEMBER 13, 2025, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.

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, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Sullivan, to adopt and place on file **ORDINANCE 2025-O-022 GRANTING A SPECIAL USE FOR FINAL APPROVAL OF A PLANNED UNIT DEVELOPMENT (TINLEY DOWNES)**. The Village is establishing a PUD over the Tinley Downes Estates and Tinley Downes Addition subdivisions to address the fact that most of the lots in the subdivisions are non-conforming to the R-2 zoning district dimensional standards. The Village approved a development plan with an annexation agreement for each subdivision and immediately zoned each lot R-2. This action will make all existing legally nonconforming lots conform to the Zoning Ordinance and allow for Lots 1, 2, and 3 in Tinley Downes Addition to be resubdivided and developed. (The Village is the petitioner for this item.)

The Plan Commission held a public hearing on June 19, 2025, and voted 6-0 to recommend approval of the Special Use with the plans and Findings of Fact as noted in the Staff Report.

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

Motion was made by Trustee Sullivan, seconded by Trustee Shaw, to adopt and place on file **ADOPTING RESOLUTION 2025-R-089 GRANTING A FINAL PLAT OF SUBDIVISION IN THE TINLEY DOWNES PLANNED UNIT DEVELOPMENT (TINLEY DOWNES)**. The Petitioner is requesting a final plat of subdivision to re-subdivide lots 1, 2, and 3 in the existing Tinley Downes Addition subdivision. The Petitioner engineered a stormwater facility for lot 1 and will develop two single-family houses on lots 2 and 3. The plat meets the requirements of the Subdivision Ordinance and Zoning Ordinance, subject to the approval of the Tinley Downes PUD. The Plan Commission held a public hearing on June 19, 2025, and voted 6-0 to recommend approval of the final plat of subdivision with the plans and Findings of Fact as noted in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Sullivan, to adopt and place on file **ORDINANCE 2025-O-016 GRANTING VARIATIONS FROM THE ZONING ORDINANCE TO TRU BY HILTON HOTEL AT 18303 LA GRANGE ROAD**. The Petitioner is seeking eleven variations (minimum lot size, building height, Urban Design Overlay, parking, signage) to construct a hotel at 18303 LaGrange Road in the B-3 (General Business) Zoning District. The Plan Commission held a Public Hearing on June 5, 2025, and voted 7-0 to recommend approval of the Variations with the plans and Findings of Fact as noted in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Sullivan, to adopt and place on file **ORDINANCE 2025-O-021 GRANTING A VARIATION FROM THE ZONING ORDINANCE TO REDUCE THE AMOUNT OF REQUIRED OFF-STREET PARKING TO TRU BY HILTON HOTEL AT 18303 LA GRANGE ROAD**. The Petitioner is seeking a variation to reduce the amount of required off-street parking to construct a hotel at 18303 LaGrange Road in the B-3 (General Business) Zoning District.

The purpose of this ordinance is to remove the condition imposed by Ordinance No. 2025-O-016, which granted a parking reduction subject to the Petitioner securing a cross-parking agreement with a neighbor. The Petitioner was unable to reach an agreement with any neighbor and instead increased the number of on-site parking stalls by ten. 101 stalls will be provided instead of the code-required 130 stalls.

The Plan Commission held a Public Hearing on July 3, 2025, and voted 6-0 to recommend approval of the Variation with the plans and Findings of Fact as noted in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Sullivan, to adopt and place on file **RESOLUTION 2025-R-088 APPROVING OCCUPATIONAL HEALTH SERVICES FROM NORTHWESTERN MEMORIAL HEALTHCARE**. This contract for primary occupational health services for pre-employment, post-employment, and DOT random program consortium services is through Northwestern Memorial Healthcare. 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, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

At this time President Glotz announced **A RESIDENTIAL PROPERTY TAX APPEAL SEMINAR PRESENTED BY COOK COUNTY BOARD OF REVIEW COMMISSIONER LARRY ROGERS JR., MAYOR JAMES DODGE OF THE VILLAGE OF ORLAND PARK, MAYOR MICHAEL GLOTZ OF THE VILLAGE OF TINLEY PARK, ORLAND TOWNSHIP SUPERVISOR PAUL O’GRADY, AND ORLAND TOWNSHIP HIGHWAY COMMISSIONER WILLIAM BRENNAN.**

Members of the Cook County Board of Review will provide a summary of the appeal process, followed by a question and answer session on Tuesday, August 12, 2025, from 6:00 p.m. to 8:00 p.m. at the Tinley Park Convention Center, 18451 Convention Center Drive.

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

Marketing Director Donna Framke presented an overview of the upcoming weekend’s events:

- WGN’s Anna Belaval will be at Harmony Square on Friday, July 18, featuring the new plaza during her “Around Town” series.
- Harmony Square’s Grand Opening Ceremony will take place at 7 p.m. on Friday, July 18, followed by a concert featuring the BoDeans.
- The Annual Tinley Park Block Party is Saturday, July 19, from 2 to 10 p.m. and Sunday, July 20, from noon to 7 p.m. at Harmony Square.

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

Trustee Brady stated the Independence Day Celebration held by the Village of Tinley Park and the Tinley Park District was a success and thanked everyone for their hard work.

Trustee Shaw recognized the victims of the floods in Texas. He spoke about current codes on the amount of parking needed. He stated his excitement for the opening of Harmony Square.

President Glotz thanked Trustee Brady for his prayer for Jack Moriarty. He sent well wishes and positive thoughts to the people who have suffered due to the Texas floods. President Glotz encouraged all to come out and celebrate the opening of Harmony Square and thanked everyone for their hard work on the Independence Day celebration.

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

Motion was made by Trustee Shaw, seconded by Trustee Brady, to adjourn the Village Board meeting at 6:39 p.m. Vote on roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. 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

DRAFT



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Hannah Lipman, Assistant Village Manager/Interim Finance Director
Cc:

Subject: Proposed Amendments to Civil Service Commission Rules – Addition of Classified Positions and Return-to-Rank Policy

The Village is proposing amendments to the Civil Service Commission Rules and Regulations to better clarify the administration of classified service roles within the Police Department. These revisions are being presented for consideration and approval to align internal procedures with organizational structure and personnel practices.

Two key additions are proposed as follows:

1. Chapter 1, Section 8 – Classified Positions

- This new section will define “classified positions” under Civil Service and will formally identify the positions of Police Patrol Officer and Police Sergeant as falling under this category. The addition ensures clarity on which roles are subject to Civil Service oversight and protections.

2. Chapter 8, Section 6 – Return to Civil Service Rank

- This section introduces language that establishes a clear process for Commanders who previously held a Civil Service rank and return to such a rank following their service in a non-classified leadership role. This policy provides necessary procedural guidance for transitions while preserving rank integrity and employment continuity.

These amendments are intended to maintain consistency in role designation, improve procedural clarity, and support career transitions within the Police Department. The proposed changes have been reviewed by the Civil Service Commission and are being brought forward for formal approval.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2025-O-025

**AN ORDINANCE AMENDING THE RULES AND REGULATIONS FOR THE TINLEY PARK
CIVIL SERVICE COMMISSION**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2025-O-025

**AN ORDINANCE AMENDING THE RULES AND REGULATIONS FOR THE TINLEY PARK
CIVIL SERVICE COMMISSION**

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 (the “Village”), 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 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 consider the recommended updates to the Civil Service Rules and Regulations to maintain consistency in role designation, improve procedural clarity and support career transitions within the Police Department; and

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

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

SECTION 2: That the Rules and Regulations of the Civil Service Commission for the Village of Tinley Park (Chapter I Section 8 and Chapter VII Section 6) be revised by deleting any stricken language and inserting any underlined language, as provided for in **Exhibit #1**, which is attached hereto and incorporated herein.

SECTION 3: That this Ordinance shall be in full force and effect immediately after its adoption and approval.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 6th day of August, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 6th day of August, 2025.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2025-O-025, “**AN ORDINANCE AMENDING THE RULES AND REGULATIONS FOR THE TINLEY PARK CIVIL SERVICE COMMISSION**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park, this 6th day of August, 2025.

VILLAGE CLERK

RULES AND REGULATIONS OF THE CIVIL
SERVICE COMMISSION

TINLEY PARK, ILLINOIS

As adopted by the Civil Service Commission of the Village of Tinley Park, Illinois, effective ~~July 16, 2024~~ August 4, 2025 and approved by the Village Board of Trustees Ordinance Number ~~2024-O-040~~2025-O-XXX. Updated by Civil Service Commission on ~~July 16, 2024~~August 6, 2025.

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CHAPTER I – ADMINISTRATION

CHAPTER I – ADMINISTRATION
SECTION 1 - SOURCE OF AUTHORITY

The Civil Service Commissioners of the Village of Tinley (the "Commission") derives its power and authority from Article 10, Division 1, of the Illinois Municipal Code (65 ILCS 5/10-1-1, *et seq.*), the applicable provisions of the Tinley Park Municipal Code and Village ordinances.

The Village Board of Trustees may adopt and amend these rules and regulations in accordance with its home rule authority. The Commission shall adopt, enforce, administer and amend these rules and regulations in accordance with the Village of Tinley Park Municipal Code, Village ordinances and consistent with governing state and federal law. All changes to these rules by the Commission shall be made at a properly convened meeting.

CHAPTER I – ADMINISTRATION
SECTION 2 – DEFINITIONS

When the following terms are used in these rules and in other documents relating to the positions in the Civil Service Commission and the Classified Service of the Village of Tinley Park, they shall be interpreted as follows:

"Appointing Authority" - The Village Manager.

"Appointment" - The designation and induction into employment of an individual to a position in the classified service of the Village by proper authority.

"Village Civil Service" - All full time non-probationary positions within the jurisdiction of the Village of Tinley Park, except those positions specifically exempted from the Village Civil Service by law or by ordinance, or removed by the Commission.

"Class" - A group of positions with duties and responsibilities sufficiently alike to require of new employees the same general abilities, experience and knowledge for the efficient performance of the assigned duties. The character of these positions justifies common treatment in selection, testing, compensation by evaluation and other personnel practices, and permits interchange of employees without material loss of efficiency or after a brief period of training. Positions in one class are sufficiently different from positions in other classes to justify different treatment in one or more of the above listed items. A class may consist of only one position where no other positions of the same kind exist.

"Class Title" - The identifying designation given to a class.

"Classification Plan" - The arrangement of class titles by occupational service, with class codes and grade numbers. Definitions of classes and class titles are set forth in written specifications indicating the factors that make the positions in one class different from those in other classes.

"Classified Positions" - All non-probationary positions under the jurisdiction of the Civil Service Commission except those exempted by law or by ordinance, or removed from the Classification plan by the Commission.

"Classified Service" - The Village Civil Service.

"Commission" - The Civil Service Commission of the Village of Tinley Park, Illinois.

"Commissioners" - Members of the Civil Service Commission.

"Employee" - Any person certified to an office, position or place of employment in the classified service, either permanent or temporary, who is paid from public funds.

"Illinois Municipal Code" - An act to revise and codify the laws relating to cities, villages and incorporated towns approved and in full force May 29, 1961 as amended, 65 ILCS 5/1-1-1 et seq.

"Lateral Transfer" – Any applicant who has been awarded a certificate attesting to their successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, who has been employed as a full-time police officer for at least two (2) years in another law enforcement agency.

"Position" - The authorized combination of duties and responsibilities that are to be performed by one individual on a full-time basis. The term "position" means the same as "office or place of employment" as referred to in Section 10-1-3 of the Illinois Municipal Code.

"Title" - The identifying designation given to each position.

CHAPTER I – ADMINISTRATION

SECTION 3 - OFFICERS OF COMMISSION AND THEIR DUTIES

- a) The Commission is comprised of three (3) members who shall be appointed by the Mayor with the approval of the Village Board of Trustees and serve three (3) year terms. Each Commissioner's three (3) year term shall be staggered such that no two Commissioners terms expire on the same year. The Mayor, with the approval of the Village Board of Trustees, shall annually appoint a single member to the Commission. Each member shall serve until such time he or she is reappointed by the Mayor and Board of Trustees or until such time that a new member is appointed to replace the member whose term is expiring. Any vacancy created before the natural termination of a Commissioner's term shall be filled by a member appointed to complete the term of the previous Commissioner.
- b) No person holding another office with the Village of Tinley Park shall be appointed or serve as a Commissioner. The acceptance of another office with the Village shall be treated as a resignation of his or her office as a Commissioner. No person who has been convicted

of a felony under the laws of any state or the United States shall be appointed to the Commission. Anyone appointed as a Commissioner must be a resident of the Village of Tinley Park. Commissioners shall serve without compensation.

- c) Commission members may be removed at the request of the Mayor and approval of the Village Board of Trustees for any cause which, in the opinion of the Mayor and Board of Trustees warrants removal. Vacancies on the Board shall be filled in the same manner as the original appointments.
- d) The Commission shall annually elect one of its members as Chairperson to serve a one (1) year term. Such election shall be held on the first regular meeting after May 1, each year. In the event the elected Chairperson should leave the Commission for any reason, an interim Chairperson shall be elected by the remaining members to complete the unexpired term at the next regular meeting after his or her successor to the Commission is appointed. The Chairman shall be the presiding officer at all meetings.
- e) The Commission may have a Secretary who shall keep the Minutes of all meetings of the Commission in a permanent record book or by electronic means and shall be the custodian of all the forms, papers, books, records and completed examinations of the Commission. The Commission Secretary shall be hired by the Village Clerk's office in accordance with current practice.

CHAPTER I – ADMINISTRATION

SECTION 4 – MEETINGS

- a) Regular meetings of the Commission shall be held on the first and third Monday of each month at 6:00 p.m. unless otherwise fixed at a preceding meeting, or unless otherwise fixed in accordance with the provisions of the Illinois Open Meetings Act, Illinois Compiled Statutes, Chapter 5, 120/1-120/5.
- b) Special meetings may be held at any time on the call of a Commissioner. Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening. This notice shall contain a brief statement of the business to be submitted for the consideration of the Commission at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting unless by unanimous consent of the Commission.
- c) During any regular or special meeting a closed session may be held upon a proper motion made by any single member of the Commission for the purpose of discussing personnel. Closed sessions may be limited to Commission members and such invited persons as the Commission may deem necessary. The Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the

closed session. An audio or video record of each closed session will be maintained by the Secretary of the Commission and, after a minimum of 18 months, shall be disposed of in accordance with the provisions of the Open Meetings Act.

- d) Action taken at any meeting requires a quorum of the Commission be in attendance to become effective. A majority of the members of the Commission shall constitute a quorum.
- e) If a member is unable to be physically present at a meeting of the Commission, that member may attend and participate at a Commission meeting by telephonic or other electronic means provided that a quorum of the Commission's members are physically present at the meeting and vote to approve the attendance of the missing member by way of telephonic or other electronic means. The minutes of the meeting shall reflect, by name, those members of the Commission who are physically present as well as the name of who is attending by telephonic or other electronic means. Notice that a Commission member will be in attendance and participating at a Commission meeting not in person but electronically, shall be provided to the Commission's recording Secretary or the municipal clerk at least 48 hours prior to the scheduled meeting.
- f) Public notice of any regularly scheduled or special meeting shall be held in accordance with the Open Meetings Act.
- g) Agendas of all meetings shall include the order of business at any meeting as follows:
 - 1. CALL TO ORDER
 - 2. APPROVAL FOR MINUTES
 - 3. REVIEW CURRENT BILLS
 - 4. OLD BUSINESS
 - 5. NEW BUSINESS
 - 6. COMMENTS FROM PUBLIC
 - 7. ADJOURNMENT
- h) The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

CHAPTER I – ADMINISTRATION

SECTION 5 - AMENDMENTS

Changes in the Civil Service Commission Rules shall be proposed and may be enacted at any regular meeting or a duly called special meeting. Such changes shall be in accordance with the Illinois Municipal Code, 65 ILCS 5/10-1-1, *et seq.*, as amended, or as modified by ordinance. A notice shall be published, in a newspaper of general circulation in the municipality, specifying where such Rules are available for inspection.

CHAPTER I – ADMINISTRATION
SECTION 6 - ANNUAL REPORT AND BUDGET REQUEST

The Commission shall, on or before January 15 of each year, make to the Mayor for transmission to the corporate authorities a report showing the Commission's own action, the rules in force, the practical effects thereof, and any suggestions it may have for the more effectual accomplishment of the goals and purposes of the Commission. This is in accordance with 65 ILCS 5/10-1-21.

Budget requests shall be made in accordance with Board of Trustee guidelines.

CHAPTER I – ADMINISTRATION
SECTION 7 – REGULATIONS

The Commission may adopt regulations or procedures for the administration of its rules, the operation of its office, and the guidance of its members and employees. Such regulations or procedures shall be proposed and enacted at any regular meeting or duly called special meeting.

CHAPTER I – ADMINISTRATION
SECTION 8 – CLASSIFIED POSITIONS

The below non-probationary positions are covered under the jurisdiction of the Civil Service Commission listed by classification plan.

PUBLIC SAFETY SERVICE: Positions in sworn ranks of the Police Department.

A-2 Police Patrol Officer

A-4 Police Sergeant

CHAPTER I – ADMINISTRATION
SECTION ~~8-9~~ – REMOVAL AND ADDITION OF POSITIONS

The Commission has the authority to remove any position from the classified service as requested by the Appointing Authority. The Appointing Authority shall provide the Commission with a description of sufficient detail for any position to be added to the Classified service such that the Commission may determine the correct classification and examinations necessary to include the position in the Classification System.

CHAPTER I – ADMINISTRATION
SECTION ~~9~~10 - RECORDS

The Commission shall maintain its records in accordance with applicant releases, Village policies, state or federal law, and administrative regulations including document preservations of the Local Records authority. Commission records or information contained therein may be released, transferred, disclosed, disseminated, or destroyed only as provided by applicable law. All application and examination records produced on behalf of and transmitted to the Commission by any individual or entity shall become the property of the Commission and shall be retained as required by law. The Secretary shall be responsible for the storage, maintenance and destruction of the Commission's records, in accordance with applicable law.

The Commission's records shall include, but not be limited to:

- Data and documentation regarding the Commission's processes for recruitment, selection, promotion, and discipline of all applicants and employees including the sworn members of the Village's Police Department.
- Data and documentation required to comply with state and federal laws and regulations regarding equal employment, including information categorizing applicants for employment by sex, race and national origin.
- Applications, waivers and releases, educational and military records.
- Recommendations, findings, reports, and results from tests and examinations authorized by the Commission, including medical reports, physical fitness testing results, written examinations results, psychological evaluations, and oral interview ratings. Any medical information regarding an applicant, candidate or employee shall be maintained in separate, secured files in accordance with the Americans with Disabilities Act.
- Findings, reports and recommendations associated with background investigations conducted on behalf by the Village's Police Department or other outside agency.
- Documentation regarding activities and events involving employees subject to disciplinary action.

The Village's Human Resources Department, in concert with the Chief of the Village's Police Department, shall be responsible for maintaining an employee record for each police department employee, separate from the Commission's files.

The Commission shall have access to the Village's employee records when necessary for action on an employee matter.

It is the policy of the Commission to permit access to and copying of public records in accordance with the Illinois Freedom of Information Act, balanced, however, by the limited exceptions recognized in the Act to safeguard individual privacy and the efficient operation of the

Commission. The Commission shall appoint the Village's Freedom of Information Officer to ensure that the Commission complies with the Act under the Village's policy.

CHAPTER II - APPLICATIONS

CHAPTER II - APPLICATIONS

SECTION 1 - RESIDENCE

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence or lawfully admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

All full-time employees shall, as a condition of employment and continued employment, be required to comply with any residency requirement established by the Village Board of Trustees.

CHAPTER II - APPLICATIONS

SECTION 2 – NONDISCRIMINATION

It is the policy of the Commission to be a fair and equal opportunity employer. The Commission, its individual Commissioners, its administrative staff, and its agents shall not in any way discharge, refuse to employ, or discriminate against any person in regard to tenure, terms or conditions of employment, promotional opportunities, training or the like, provided the person is otherwise qualified, on the basis of race, religion, sex, color, creed, marital status, citizenship status, being a victim of domestic or sexual violence, physical or mental disability, age, national origin, ancestry, sexual orientation, pregnancy, military status, unfavorable discharge from military service, genetic information, as well as any other protected classification pursuant to state or federal law.

All applicants, candidates or employees shall be considered only on the basis of qualifications as required by the position being sought or held relative to experience, training, physical fitness, ability, skills, knowledge, and personal characteristics and integrity as a proper representative of the Village.

CHAPTER II - APPLICATIONS

SECTION 3 – FORMS

Applications for position shall be filed upon forms furnished by the Commission, and applicants must comply with all instructions and requirements of these forms. The application must be filed with the Commission prior to taking an examination.

Additional alternative formats for application, if necessary, shall be available to individuals requesting them as an accommodation for a disability.

Every applicant must be of good moral character, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant shall furnish with his or her application a copy of his or her military Service Record and Discharge papers, Social Security Card, Birth Certificate, High School Diploma or G.E.D Certificate, a copy of his or her College or University Degree and, if requested, a copy of a certified transcript of his or her course work from an accredited College or University.

A false statement knowingly made by a person in an application, connivance in any false statement made in any certificate which may accompany such application or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the examination.

Applicants must comply with the requirements of the application form and process in every respect. The Commission or its designee shall check the submitted application material for completeness. Incomplete or defective applications will not be accepted. Submission of an incomplete or defective application will disqualify any applicant.

CHAPTER II - APPLICATIONS

SECTION 4 – TIME FOR FILING APPLICATIONS

The Commission shall designate the period during which applications will be received for any original entrance to service examination and the location of the place and period during which applicants for any promotional examination shall register.

CHAPTER II - APPLICATIONS

SECTION 5 – APPLICATION FEES

The Commission may charge a fee to cover the costs of the application process as may be established from time to time. Applicable costs will be provided with the notice of the examination.

CHAPTER II - APPLICATIONS

SECTION 6 – AGE

Applicants for original entrance to service examinations may not be less than 18 years of age. Applicants for original entrance to police service may not be less than 21 years of age. The Commission shall prescribe maximum or minimum age limits for examinations where prescribed by law, within its home rule authority, and in accordance with 65 ILCS 5/10-1-1, *et seq.*

Applicants for a position as a police officer shall be under 35 years of age as of the date of the written examination. Applicants for a position as a police officer who are lateral hires from another police department shall not have attained their 40th birthday as of the date of their application. Applicants who have military service or who have previous employment as a police officer in the Village of Tinley shall not be eligible for original appointment if the applicant has attained his or her 40th birthday.

Proof of birth date may be required at the time of application.

CHAPTER II - APPLICATIONS

SECTION 7 – SPECIAL QUALIFICATIONS

In examinations for positions requiring experience, technical, professional or scientific knowledge or when special qualifications are prescribed by laws or ordinances (certifications, licenses, etc.), the Commission may demand satisfactory proof of such special qualifications from the applicant prior to the written examination.

CHAPTER II - APPLICATIONS

SECTION 8 – DISQUALIFICATIONS

The Commission may refuse to examine an applicant or, after examination, to certify him as eligible:

- Who is found to have made a false statement in any application for examination or promotion.
- Who is found to violate any rule, regulation or instruction of the Commission pertaining to an application or examination.
- Who is found lacking in any of the established preliminary requirements for the service for which he applies.
- Who is physically unable to perform the duties of the position to which he seeks appointment.
- Who is addicted to the use of intoxicating beverages or is found to have taken or used drugs and/or narcotics illegally.
- For persons applying for entrance into service examinations or promotion in the police department, who has been convicted of a felony or any misdemeanor, he shall have such conviction considered in determining their habits and moral character.
- Who has been dismissed from public service for cause.
- Whose pre-employment references provide information unsatisfactory for employment with the Village.

- Any applicant deemed disqualified under any of the above shall be notified by the Commission.

Nothing in this section shall be construed as a limitation on the Appointing Authority's right to discharge a probationary employee at or before the expiration of such employee's period of probation. Nor shall anything in this section be construed as a limitation on the Appointing Authority's right to discharge any other employee or right to deny any applicant the position being sought if the Appointing Authority otherwise has such right. If such termination occurs, the Appointing Authority will notify the Commission.

CHAPTER II - APPLICATIONS

SECTION 9– CHANGE OF ADDRESS

It shall be the duty of each applicant to inform the Commission in writing of any change in his or her U.S. Postal Service address, e-mail address or telephone number, so that the Commission may maintain contact with applicants from initial application to final employment disposition. Failure to properly notify the Commission of any change may result in the striking of the applicant's name from the application process or from the eligibility roster.

CHAPTER III - EXAMINATIONS

CHAPTER III - EXAMINATIONS

SECTION 1 – GENERAL INFORMATION

The Civil Service Commission shall prescribe the subject that shall be included in original and promotional examinations. Weights will be assigned to these subjects in order to represent their value in determining a general average. Subjects and the respective weights for all original and promotional examinations shall conform to the schedule prescribed in published notices of examination as provided for in Section 10-1-11 of the Illinois Municipal Code.

The Civil Service Commission may charge an examination fee to applicants taking entrance to service examinations.

The Civil Service Commission may utilize the services of the online or in person methods to administer the entry-level Patrol Officer examinations.

CHAPTER III - EXAMINATIONS

SECTION 2 – NOTICE OF APPLICATION AND EXAMINATION

Entry-level Patrol Officer applicants shall file an application for hire on forms furnished by the Commission. Applicants must provide documentation demonstrating they meet the minimum requirements for hire. Applicants who are eligible to receive military preference points shall provide any military service records, including discharge papers, with their application to receive such credit.

Examinations for entry-level Patrol Officers may be administered by a third-party vendor, which is subject to change at the Commission's discretion. The vendor may offer multiple testing sites to choose from and offers online examinations from home. Applications for entry-level Patrol Officers will be accepted on an ongoing basis.

CHAPTER III - EXAMINATIONS

SECTION 3 – ORIENTATION AND TESTING OVERVIEW

Applicants may be required to attend an orientation program sponsored by the Commission. When such a requirement exists, the date and location of the orientation program shall be indicated on the application material. In addition, applicants may be required to participate in a physical aptitude test, written and oral examinations as determined by the Commission and as more particularly set forth below. The examination will be practical in character and shall relate to those matters which will fairly test the relative capabilities of the person tested to discharge the duties of the position to which they seek to be appointed. Examination on subjects prescribed may be administered in written and/or oral forms and/or may be administered as an ocular, performance, manual, physical

or practical demonstration. No examination shall contain questions regarding applicant's political or religious opinions or affiliations.

Subjects may include, but are not limited to:

- Duties of position
- Educational Tests
- Aptitude Tests
- Practical Tests
- Courtesy Tests
- Discipline Tests
- Knowledge of Civil Government
- Knowledge of Laws and Ordinances
- Knowledge of the Village of Tinley Park
- Physical Agility Tests
- Performance Tests
- Polygraph Tests
- Psychological Tests
- Oral Interviews

The sequence of testing may vary at the discretion of the Commission. Failure to achieve the minimum passing grade on any examination/component disqualifies the applicant from further participation in the testing process. Candidates who fail to achieve a passing grade will be notified and eliminated from all further consideration.

The Commission shall determine the weighting of each component of the testing process and the minimum passing grade for each examination. Except for examination declared to be on a “pass/fail” basis, and unless otherwise specified by the Commission, an applicant must correctly answer at least 70% of the examination questions to receive a minimum passing grade.

All examination papers shall be and remain the property of the Commission and the grading thereof by the Commission shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description.

CHAPTER III - EXAMINATIONS

SECTION 4 - MINIMUM GRADE AND RATING OF AVERAGES

Except for such examinations or tests that the commission shall declare to be on a “pass/fail” basis, and unless otherwise specified by the Commission, an applicant must correctly answer at least 70% of the questions on each examination correctly. A failure to answer at least 70% of the examination questions correctly shall constitute final disqualification of an applicant. In the event that more than one examination is given, an applicant must answer at least 70% of the examination questions correctly on each examination in order to be eligible to take any successive examinations.

Upon completion of all examinations, the Commission will update the Eligibility Register of all successful applicants. This Register shall be determined by adding the number of all of a successful applicant's correct answers to all of the tests (except pass/fail tests), the resulting total shall be the numerator of a fraction. The denominator of that fraction will be the total number of questions on all tests, except pass/fail tests. The resulting fraction shall be expressed as a percentage, and that number shall be multiplied by 100. The Eligibility Register will be a list of all successful applicants listed from in date order, once all examinations are successfully completed.

All ratings performed by the Commission and/or its designee/agent shall be final and conclusive and not subject to review by any other board, court or tribunal of any kind or description.

The eligibility register will be ongoing.

CHAPTER III - EXAMINATIONS

SECTION 5 - ORIGINAL APPOINTMENT INITIAL ELIGIBILITY REGISTERS

Except as otherwise provided by law or in these rules, eligibility registers will be compiled from the scores computed according to Section 4 of this rule. The names of eligible applicants shall be entered upon registers in the order listed above. Whenever two or more eligible applicants shall have the same general average, priority in time of filing of applications shall determine the respective standing.

Within sixty (60) days after the completion of any required orientation and any initial written examination, the Eligibility Register shall be updated and posted by the Commission, which shall show the final grade of the candidates in order of excellence and subject to claim for military credit or any permitted preference points. Applicants who are eligible to receive military preference points shall provide any military service records, including discharge papers, with their application to receive such credit.

The Eligibility Register shall be maintained on a continuous basis unless the Commission determines that it is not necessary to maintain the same. Applications will be accepted on an ongoing basis, until further notice.

CHAPTER III - EXAMINATIONS

SECTION 6 - ORIGINAL APPOINTMENT FINAL ELIGIBILITY REGISTERS

A Final Eligibility Register will include a candidate's total cumulative score on all applicable examinations and shall include a candidate's request for military credit or any permitted preference

points. A Final Eligibility Register shall rank candidates in order of excellence with the highest scoring candidate ranked first and each candidate placed on the list in descending order of their cumulative score including military credit or any permitted preference points.

A dated copy of the Final Eligibility Register shall be posted at the Tinley Park Village Hall and sent to each person whose name appears thereon by electronic mail or, where no email has been provided or the Commission receives a return notice from its attempt to deliver the list via electronic mail, by First Class Mail through the U.S. Postal Service.

CHAPTER III - EXAMINATIONS

SECTION 7 - ORIGINAL APPOINTMENT REQUESTS FOR CERTIFICATION OF ELIGIBLE APPLICANT

Requests for certification of eligibles to fill position vacancies shall be made in writing by the Appointing Authority to the Commission. Such written requests shall specify title, class grade, general duties and rate for pay for the position. When vacancies are to be filled from the Eligibility Register, the Commission will certify the name(s) of the individual(s) standing highest on the Register for the class grade to which the position belongs.

Any applicant selected for a position in the classified service shall undergo a medical and physical (including mental) examination by a medical examiner appointed by the Commission at the time the applicant is certified to fill a vacancy. Final certification shall be conditioned on the satisfactory results of all medical and physical examinations. Certification shall be withdrawn where the examination reveals that the applicants suffers from a condition which would render him or her unable to perform the essential functions of the position for which they were certified, even with reasonable accommodation, or where the applicant poses a direct threat to his or her own health or safety or the health or safety of other Village employees.

Where the results of any medical or physical (including mental) examination are not conclusively satisfactory, the Commission, in its sole discretion, may request additional documentation or testing.

CHAPTER III - EXAMINATIONS

SECTION 8 - ORIGINAL APPOINTMENT NOTICE OF CERTIFICATION

A written notice of certification will be sent to the eligible applicants to be certified for employment. The written notice will be sent by electronic mail to the email address on file with the Village. Should the email be returned undeliverable, or the Commission fails to receive any acknowledgement of the email from the eligible applicant within fourteen (14) days, a written notice of certification will be mailed by first class mail to the last known mailing address on file for the eligible applicant. Should the eligible applicant fail to respond within thirty (30) days, his

or her name may be stricken from the Eligibility Register and the Commission shall certify the next eligible name to the appointing authority.

CHAPTER III - EXAMINATIONS

SECTION 9 – ORIGINAL APPOINTMENT EXPIRATION OF ELIGIBILITY REGISTERS

The Commission may strike off all names from any original appointment register after the names have remained thereon for two (2) years and one (1) day. The Commission shall strike off all names of applicants from promotional registers after they have remained thereon for three (3) years.

In the event a Final Eligibility Register is nearing exhaustion before the expiration dates above, and the applicants were subject to additional testing or oral interviews such that the Commission utilized an Intermediate Eligibility List, the Commission, in its sole discretion may determine that any number of applicants remaining on the Intermediate Eligibility List shall be eligible for additional testing or oral interviews and placement on the Final Eligibility Register.

In the event a Final Eligibility Register is nearing exhaustion before the expiration dates above, and the Commission did not elect to use an Intermediate Eligibility List, the Commission may, in its sole discretion commence the application and testing process before exhausting a Final Eligibility List provided that doing so will not create confusion among applicants.

CHAPTER III - EXAMINATIONS

SECTION 10 – CERTIFICATION FROM MORE THAN ONE REGISTER

Employees who leave a position to accept employment by certification from another Eligibility Register within Tinley Park, will be conclusively deemed to have separated themselves from their former position. Employees may be reinstated within six (6) months to a vacancy in the class of service from which they have been separated with the consent of the Commission, the Appointing Authority and with the approval of the Department Head concerned. When an employee accepts certification to a higher position, in which the duties are temporary, the employee may be reinstated to the former position without loss of seniority when the higher temporary duty has been completed, but only with the consent of the Commission and the Appointing Authority and if an opening in the former position exists. When an employee accepts an appointed position or a non-classified position outside of the Commission, the employee shall relinquish his or her status in the classified service and the employee shall not be reinstated to their former position.

CHAPTER III - EXAMINATIONS

SECTION 11 – PROBATIONARY PERIOD FOR ALL POSITIONS

Original appointment to positions in the Classified Service shall be for a probationary period of twelve (12) months. Time served on probation, whether continuous or not, shall be credited upon the period of probation. Time spent attending training schools and seminars shall be excluded in calculating the probationary period.

CHAPTER III - EXAMINATIONS

SECTION 12– NON-POLICE PROMOTIONAL EXAMINATIONS

Promotion for members of the Classified Service for all positions other than sworn police department personnel will be accomplished by competitive examinations which will include subjects and weights provided for in these rules or as the Commission may prescribe in addition thereto. The Commission shall investigate the merit and efficiency in service of individuals presenting themselves for promotion examinations. Merit and efficiency shall be assigned appropriate weights and rated on a scale of 100. The Commission shall also designate an appropriate award for seniority of service for those to be examined for promotion.

No person, regardless of seniority, merit or efficiency ratings, shall be entered upon a promotion list or register whose score is less than 70% (or who does not otherwise pass) on each of the prescribed subjects in the examination required by the Commission (not including seniority and merit and efficiency points). The weight to be given to each component of the testing process (including seniority and merit or efficiency ratings) shall be determined in writing by the Commission prior to the commencement of the promotional examination process. Once scoring is completed, persons will be placed on the promotion list or register in accordance with their scores. If 2 or more applicants achieve the identical final score, they shall be placed on the promotional eligible register in their order of seniority in the position from which they seek promotion.

CHAPTER III - EXAMINATIONS

SECTION 13– NON-POLICE PROMOTIONAL SENIORITY CREDIT

Credit for seniority will be given for continuous service in the class of positions from which promotion is sought. Credit for seniority will also be given for actual service in a higher class of position in a similar line of duty to which the applicant has temporarily been assigned from the class of positions from which promotion is sought. Seniority shall be computed as of the date service commences. The marking to be entered for seniority in service shall be obtained by, one point for each year of service up to a maximum of 5 points.

CHAPTER IV – ORIGINAL APPOINTMENTS
TO THE POLICE DEPARTMENT

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 1 – GENERAL INFORMATION

The Commission shall give public notice of its intent to create a list of eligible candidates for appointment to the Police Department by a publication at least two (2) weeks preceding the examination in one or more newspapers published in the Village of Tinley Park; in one or more newspapers with a general circulation within the Village of Tinley Park; and/or on any law enforcement website with an applicable recruiting or hiring section; and/or regional colleges and universities; and/or the Village of Tinley Park's website. Notice of the examination may also be announced through other means as the Commission may prescribe, such as police service websites, regional colleges/universities, or job placement offices or websites.

All notices shall contain the following information:

- A statement of the position or positions for which an eligibility list is to be created, including a separate Lateral Transfer hiring list.
- Where applications can be obtained and the deadline for submission of the application.
- The time and place where the orientation meeting and examinations will be held, if applicable.
- The applicable fees to be charged to cover examination costs.

In addition to the information above, the notice on the Village's website shall also contain information regarding the general scope of the testing process, weights of components, merit criteria for any subjective component, and any preference points.

Examinations may be postponed in accordance with Chapter III, Section 2, above.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 2 – ELIGIBILITY REQUIREMENTS

Applicants for an entry-level position in the Tinley Park Police Department must meet the following criteria for submission of an application:

- A. Citizenship and Residency - Applicants must be citizens of the United States of America. Proof of citizenship will be required at time of application. Sworn personnel of the Tinley Park Police Department shall not be required to be residents of the Village of Tinley Park.
- B. Age - Applicants must be at least twenty-one (21) years of age and shall be under thirty-five (35) years of age, unless the applicant falls under one of the following exceptions to the maximum hiring age:
 - 1. Any person previously employed as a part-time police officer in the Village of Tinley Park Police Department; or

2. Any person who is a veteran, shall be allowed to exceed the maximum age provision by the number of years served on active military duty, but shall be no older than forty (40) years of age.

Determining age for employment eligibility shall be calculated as of the applicants age on the date of the written exam. Proof of birth date will be required at time of application.

- C. Education - Applicants must be a high school graduate or equivalent at the time of hire. Furthermore, applicants must have completed at least sixty (60) credit hours at an accredited college or university at the time of application and hold a Bachelor's degree in any discipline from an accredited college or university at the time of appointment. Original, official transcripts from college or university will be required as proof of higher education.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 3 – APPLICATIONS

Applicants for full-time positions with the Police Department shall make application on forms approved by the Commission. Applicants must file their application with the required documents with the Commission or its agent(s) prior to deadlines set by the Commission and before taking any examination. Applications and required documentation received after the application deadline will not be accepted.

Applicants shall furnish with their applications:

- A copy of their "birth record" as proof of citizenship and age. Applicants may submit copies of a U.S. county or state issued birth record, valid U.S. passport, or naturalization papers, as their birth record. Hospital-issued birth certificates will not be accepted.
- A copy of their high school diploma. The Commission will also accept a copy of the applicants' high school transcript (showing graduation date) or evidence of a G.E.D. equivalence diploma. In cases of applicants who were educated outside the United States, appropriate documentation of a high school level diploma shall be determined on a case by case basis.
- A copy of their original, official transcript from an accredited college or university. At the time of application, the transcript must reflect completion of sixty (60) credit hours.
- A copy of their valid driver's license, including the back side if license bears renewal sticker.

- A. Releases- All applicants shall execute and deliver to the Commission or its agents on the Commission's forms a signed release of all liability prior to participating in the application and examination process and authorizing and empowering the Commission and its agents to conduct a background investigation of the applicant.
- B. Defective applications- As stated in Chapter II, Section 3 above, applicants must comply with the requirements of the application form in every respect. At the Commission's discretion, applicants may be requested to provide additional information or documentation for correction or clarification of minor omissions or deficiencies in their application. Nothing in this section shall require or obligate the Commission to seek such additional documentation. Failure to provide information or documents may be cause for refusing to further consider the applicant.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 4 – MANDATORY ORIENTATION

Applicants for non-Police positions may be required to attend an orientation program sponsored by the Commission. Applicants for full-time positions with the Police Department must attend a mandatory orientation session prior to testing. The Commission or its agents shall explain the testing process and provide orientation information to familiarize applicants to the process and the position for which they are applying. Failure to attend the mandatory orientation session prior to testing will result in the applicant being prohibited from sitting for the written examination or having his or her name removed from the initial eligibility register.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 5 – PHYSICAL FITNESS REQUIREMENT

Applicants are required to undergo an examination of their physical ability to perform the essential functions of the patrol officer job in the Tinley Park Police Department. The Commission may require proof of a positive evaluation on the Peace Officer Wellness Evaluation Report (POWER) test for purposes of testing physical fitness.

When the Commission requires applicants must provide a copy of their current and valid POWER test certification card it must have been issued to the applicant within the six (6) months immediately preceding the mandatory orientation date. The Commission shall accept a valid POWER test certification card from any authorized testing authority. Any costs associated with acquiring a current and valid POWER test certification will be at the expense of the applicants.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 6 – TESTING AND ORAL INTERVIEWS

All written examinations shall be administered in a uniform manner ensuring the security and accuracy of scores achieved. Written examinations shall be scored in accordance with Chapter III, Section 4.

The Commission shall include an oral examination component for all applicants for original appointment to the Tinley Park Police Department. The Commission shall identify a specific number of candidates (the number to be determined at the discretion of the Commission and announced at orientation) to interview from the Eligibility List in order to create a Final Eligibility register. Candidates who successfully pass the oral examination, as well as the writing assessment (if given), shall be included on the Final Eligibility Register.

At least three (3) individuals, designated by the Commission with input from the Chief of Police, shall participate in the oral examination of police officer candidates. Upon completion of each oral examination, the interviewers will independently rate the candidate's ability and fitness for the position of police officer on a standard scoring sheet. The Commission or its designate agent shall add up the interviewers' individual scoring sheets to determine a combined average oral examination score for each candidate.

The writing assessment (if given during an oral examination) shall be job-related and scored by the Commission or its agent. In testing processes where the writing assessment is given, it will be added to final oral interview score in a proportion determined by the Board and announced at the time of the notice of examination.

Candidates who fail to successfully complete the oral examination and/or the writing assessment (if given during an oral examination) will be notified in writing and eliminated from all further consideration.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 7 – EXPERIENCE PREFERENCE POINTS

Candidates who are current full-time police officers, working for another certified law enforcement agency, having completed any period of probationary status, shall be eligible for five (5) Experience Preference Points. Candidates who have worked two (2) years as a part-time Patrol Officer with the Village of Tinley Park shall be eligible for five (5) Experience Preference points. Candidates who are eligible for preference points and military credit must make a claim in writing within ten (10) days after the posting of the initial or preliminary eligibility register or such claim shall be waived. Such request shall be made with proof of claimed prior employment attached as written documentation. Such documentation shall include contact information by which the Commission may verify said prior employment prior to awarding Experience Preference points.

Candidates who are eligible for Experience Preference points shall comply with all age requirements as identified in Chapter II, Section 6.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 8 – FINAL ELIGIBILITY REGISTER

A Final Eligibility Register will include a candidate's total cumulative score on all applicable examinations and shall include a candidate's request for military credit or any permitted preference points. Final eligibility registers shall rank candidates in order of excellence with the highest scoring candidate ranked first and each candidate placed on the list in descending order of their cumulative score including military credit or any permitted preference points.

A dated copy of the Final Eligibility Register shall be posted at the Tinley Park Village Hall and sent to each person whose name appears thereon by electronic mail or, where no email has been provided or the Commission receives a return notice from its attempt to deliver the list via electronic mail, by First Class Mail through the U.S. Postal Service.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 9 – BACKGROUND INVESTIGATION

The Commission requires an in-depth character and background investigation to be completed after a conditional offer of employment. The Investigation shall be graded on a pass/fail basis. The Investigation may include a verification of the candidate's qualifications and credentials, work record, criminal conviction history, and/or the verification of personal references.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 10 – WAIVER OF CERTIFICATION

A person certified to a position must report to the Appointing Authority within five (5) days from the date of certification. Failure to report will result in removal of the individual's name from the eligible register and automatic revocation of the certification.

The Commission may permit an eligible candidate to waive certification if the Commission is notified by the individual within five (5) days of the date of certification. If the waiver is approved by the Commission, the name of the eligible candidate will not be certified again until the waiver has been withdrawn by the eligible candidate, in writing, to the Commission, or ceases to be in effect due to the passage of time. Waivers shall not be permitted for a period of more than six (6) months. If a waiver is not withdrawn within six (6) months from the date of approval, the waiver shall cease to be in effect and the individual's name will be reinstated in its proper place on the eligible register. When an eligible candidate enters military or naval service of the United States or is holding an

existing position in the Classified Service of Tinley Park and waives certification for that reason, such waiver may stand during the life of the register, unless withdrawn. Eligible candidates will be allowed to request a waiver of certification only once.

**CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE
DEPARTMENT
SECTION 11 – LATERAL TRANSFER HIRE LIST**

When deemed appropriate, the Commission may elect to conduct a lateral transfer entry-level police officer examination process by creating and maintaining a Lateral Transfer Hire List. All persons who have been awarded a certificate attesting to their successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, shall be eligible for placement on a Lateral Transfer Hire List. The List shall be maintained on a continuous basis unless the Commission determines that it is not necessary to maintain the same. When the Commission elects to accept applications for Lateral Transfer Hire List, it will post a notice announcing the application process, as well as the methods for completing the same.

Lateral Transfer applicants shall file an application for hire on forms furnished by the Commission. Lateral Hire applicants must provide documentation demonstrating they meet the minimum education requirements for hire, they have fulfilled the requirements of the Illinois Police Training Act, and applicants shall demonstrate that their current or previous job duties are consistent with those of a Police Officer. Lateral Transfer applicants who are eligible to receive military preference points shall provide any military service Records, including discharge papers, with their application to receive such credit. Lateral Transfer applicants are subject to the same age restrictions in hiring as stated in Section 2(b) above.

Lateral Transfer applicants who meet the aforementioned criteria shall not be required to attend an orientation session or take a written examination in order to be placed on the Lateral Transfer Hire List for an entry level position. Regardless of a Lateral Transfer applicant's work experience, all Lateral Transfer applicants shall be considered only for entry level employment without retention of seniority or credit for salary based on seniority. Any service credit for retirement purposes shall be calculated in accordance with Illinois pension law (40 ILCS 5/3 *et seq*).

The Lateral Transfer applications shall be accepted on an ongoing basis, the Commission shall place applicants on the Lateral Transfer Hire List in the order in which the applications have been received. The Lateral Transfer hire list shall be posted at Village Hall and in electronic form on the Village website. The Commission may elect to provide all Lateral Transfer hire applicants with a copy of the Lateral Transfer Hire List as it is updated but shall not be required to do so. Lateral Transfer applicants who have provided evidence of military experience shall have their relative position adjusted with the addition of a preference in selection whereby a Lateral Transfer applicant shall advance one position on the Lateral Transfer Hire List. Lateral Transfer applicants with military experience shall be advanced by one position starting with the applicant who was soonest in time in submitting an application and continuing in descending time order. As the list is updated

with new candidates and/or new rankings, a copy of the Lateral Transfer Hire List shall be posted at Village Hall and in electronic form on the Village website. When a candidate is hired from or stricken from the Lateral Transfer Hire List, an updated list shall be posted at Village Hall and on the Village website.

Upon the request of the Chief of Police and with the approval of the Commission, the hiring of an applicant from the Lateral Transfer Hire List shall commence as follows:

1. The applicant will be notified that the Commission is beginning the hiring process and requires the applicant to submit to the background investigation identified in Section 9 above. Should the applicant decline to authorize a background investigation their name shall be removed from the Lateral Transfer Hire List and he or she shall be eliminated from further consideration.
2. Upon successful completion of a background investigation, the Lateral Transfer Hire applicant shall be notified that they shall participate in an Oral Interview. The Lateral Transfer Oral Interview shall be conducted by the Chief of Police, or his designee, and scheduling of the Lateral Transfer applicant's Oral Interview shall be conducted through the Police Department. Upon completion of the Lateral Transfer Oral Interview, the Chief of Police, or his designee, shall notify the Commission of whether the Later Transfer applicant passed the Oral Interview.
3. Upon successful completion of both the background investigation and Oral Interview, Later Transfer applicants shall complete all additional requirements before a final offer of employment may be made. These additional requirements shall include demonstrating successful completion of the physical agility test, polygraph examination, psychological evaluation, medical examination, vision screening and drug screening, and any other examinations or screenings designated by the Commission at the time it provides notice of initiating a Lateral Transfer Hiring List.

The Commission, with input from the Chief of Police and/or Appointing Authority, shall certify eligible applicants from either the Lateral Transfer Hire list and/or the Initial Appointment Eligibility Register in any order which, in the Commission's sole discretion, maximizes the Village's hiring capacity vis-à-vis training academy availability to reduce vacancies within the police department, or based on any criteria deemed appropriate by the Commission.

The Commission may strike off all names from any Lateral Transfer Hire List after the names have remained thereon for two (2) years and one (1) day. The Commission shall strike off all names of applicants from the Lateral Transfer Hire List after they have remained thereon for three (3) years.

CHAPTER V – PROMOTIONAL
APPOINTMENTS IN THE POLICE
DEPARTMENT

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT

SECTION 1 – METHOD OF PROMOTION

Promotion for members of the Classified Service for sworn police department personnel positions will be accomplished by competitive examinations which will include subjects and weights provided for in these rules or as the Commission may prescribe in addition thereto. The Commission shall investigate the merit and efficiency in service of individuals presenting themselves for promotion examinations. Merit and efficiency shall be assigned appropriate weights and rated on a scale of 100. All candidates for promotion (placement on the promotional eligibility list) shall first take a written competitive examination approved by the commission. Any person, regardless of seniority, merit, or efficiency ratings, whose score is less than 70% on each and every examination, assessment, test or evaluation which results in a numerical score shall not be eligible for promotion. The weight to be given to each component of the testing process (including seniority and merit or efficiency ratings) shall be determined in writing by the Commission prior to the commencement of the promotional examination process. Once scoring is completed, persons will be placed on the promotion list or register in accordance with their scores. If 2 or more applicants achieve the identical final score, they shall be placed on the promotional eligible register in their order of seniority in the position from which they seek promotion.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT

SECTION 2 – NOTICE OF EXAMINATION

The Commission shall provide written notice to all sworn members of the Police Department of its intent to create a list of eligible candidates for promotion. Such notice shall be provided to the sworn members through an announcement distributed by memorandum or e-mail.

Unless waived in writing by all members of the Police Department for which the promotional examination is to be given, the Commission shall give public notice of its intent to create a list of eligible candidates for promotion in the Police Department by a publication at least two (2) weeks preceding the examination in one or more newspapers with a general circulation within the Village of Tinley Park; or the Village of Tinley Park's website.

The notice shall contain the following information:

- A statement of the position or positions for which an eligibility list is to be created.
- The deadline for signing up to participate in the promotional testing.
- The time and place where the orientation meeting and examinations will be held.

Examinations may be postponed by order of the Commission. The order shall state the reason for the postponement and shall designate a new date for the examination. Candidates shall be notified of the postponement and of the new date set for the examination.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 3 – ELIGIBILITY FOR PROMOTION

Examinations for promotion shall be competitive among such members of the next lower rank as desire to submit themselves for examination, as long as they have at least five (5) years of experience in their current rank with the Village of Tinley Park.

Should only one eligible candidate register for the examination or should all eligible candidates fail to pass the examination, the Commission may hold an entrance to service examination to fill the position.

No person shall be eligible for promotion unless the position in which he or she is actually employed as a sworn member of the police department at the time of the examination. If, however, an employee is on leave of absence from the class of service from which the promotional examination is to be given -- and is eligible to return to service--or is temporarily employed in a higher class position on a similar service while holding a rating in the class of service from which promotional examination will be given, the employee will be considered eligible.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 4 – SENIORITY

With regard to sworn police officers, credit for seniority will be given at the rate of 1 point for 5 years of continuous service; an additional 1 point for 8 years of continuous service; an additional 1 point for 12 years of continuous service; and, an additional 2 points for 16 years of continuous service as a police officer in the Village of up to a maximum total of five (5) points.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 5 – MERIT/EFFICIENCY POINTS

Records of merit or efficiency of patrol officers shall be developed by the Commission from reports or ratings submitted by the Chief of Police and/or from investigations made by the Commission. The Commission may, by written order in its minutes or in its rules, prescribe subjects or factors to be used in determining merit or efficiency ratings. Weights may be assigned to such subjects and factors in order to fairly reflect their relative values prior to the commencement of the promotional examination process. Merit and efficiency shall be rated on a scale of 100. Records of merit or efficiency ratings are not subject to publication or disclosure to any or all promotional candidates.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 6 – MILITARY PREFERENCE POINTS

In promotion examinations, all persons who were engaged in the naval or military service of the United States during the years specified in Section 10-1-16 of the Illinois Municipal Code, who have been placed on the promotion eligibility register, shall be given such preferences as provided by law or ordinance. No person shall receive preference for a promotional appointment after receiving one promotion from an eligibility register on which he or she was allowed military preference points. Proof of military or naval service by virtue of which an eligible is entitled to claim preference in promotion examinations shall be furnished by the eligible to the Commission. Unless such proof is made, no preference will be accorded. The credit allowed by the Civil Service Act for military or naval service shall be added to the final grade average of the persons entitled to same whose names shall appear upon promotion eligibility registers.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 1 – HEARING AUTHORITY

Where an employee engages in misconduct such that the Appointing Authority determines that discipline or discharge is warranted, the Appointing Authority shall have the authority to enact any such discipline or discharge against any employee hired through the provisions of the classified civil service of the Village subject to the provisions below.

The Commission shall have the authority to conduct a due process hearing in discipline or discharge matters involving non-probationary employees. Except as hereinafter provided in this Section, no employee in the classified civil service of the Village who is appointed under these rules and after examination, may be removed or discharged, or suspended for a period of more than 30 days, except for cause, upon written charges provided to the employee and the Commission and after an opportunity to be heard in his own defense. The Appointing Authority, shall, upon determining that a suspension greater than 30 days or a discharge is warranted, file with the Commission a declaration of such, providing the name of the employee, the date of discipline or discharge and a preliminary statement of charges against the employee. Upon receipt of such statement from the Appointing Authority, the Commission shall set the matter for a due process hearing which shall not be less than ten (10) days nor more than thirty (30) after the receipt of such statement by the Commission. The Appointing Authority may immediately administratively separate or suspend the employee from the Village subject to any reinstatement by the Commission.

The Chief of the Police shall have the right to suspend any officer under his command for a period not to exceed five (5) days, providing no charges on the same offense have been filed and are pending before the Commission, and he shall promptly notify the Commission in writing of such suspension. Any policeman so suspended may appeal to the Commission for a review of the suspension within five (5) days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Civil Service Commission. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such Officer, and to the Officer so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal. Where a collective bargaining agreement delineates an alternative method of due process, and that method is chosen by the officer or employee, the Commission will no longer have any authority to conduct a due process hearing as to that employee. The employee shall be without recourse to the Commission hearing process once he or she elects the alternative method.

Any employee or officer suspended for more than five (5) days, or suspended within six (6) months after a previous suspension, shall be entitled to appeal the shorter suspension by hearing before the Civil Service Commission concerning the propriety of such suspension. However, the employee, or officer, must register his or her request to appeal such a suspension by notifying the Civil Service Commission in writing within seventy-two (72) hours' time of the employee receiving notice of such a suspension, by filing written request to appeal such suspension with the office of the

secretary of the Civil Service Commission. The Village may refute the employee's right to appeal such a suspension by demonstrating the employee failed to file his or her appeal within the above time period.

Probationary employees may be summarily dismissed by the Appointing Authority without recourse through the hearing process identified in this Chapter VI.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 2 – HEARINGS IN GENERAL

Where the Commission has jurisdiction, the Commission shall conduct a fair and impartial administrative hearing of charges brought against any employee in a quasi-adjudicative role. Hearings before the Commission are not common law proceedings, and the provisions of the Illinois Code of Civil Procedure do not apply to hearings before the Commission.

All hearings shall be public, in accordance with the Illinois Open Meetings Act.

Parties to the proceedings may be represented by counsel, if they so desire. "Counsel" as used herein, means an individual who has been admitted to the bar as an attorney-at law in the State of Illinois.

All proceedings during a hearing before the Commission shall be recorded by a court reporter employed by the Commission.

All witnesses shall be sworn prior to testifying.

"Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for an employee to no longer occupying his or her position. The right to determine what constitutes cause is in the Commission.

The Commission may determine to first hear the witnesses substantiating the charges which have been made against the respondent or it may determine those witnesses in support of an appeal brought by a suspended employee shall be heard first. Thereafter the other party may present and examine those witnesses whom he desires the Commission to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

The matter will be decided by the Commission solely on the evidence presented at the hearing. No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Commission shall be allowed. The provisions of the Illinois Administrative Review Law shall apply to and govern all proceedings for the judicial review of final administrative decisions of the Commission.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE
SECTION 3 – HEARING PROCEDURE

- a) **Complaints:** Upon the setting of a hearing date by the Commission, the Village shall provide the Commission and the employee with a written complaint containing a statement of charges and a copy of relevant evidence or exhibits. Such documents shall be filed in quintuple, setting forth a plain and concise statement of the facts upon which the complaint is based. An additional copy shall be served on the appealing employee and his or her counsel. The written complaint including the relevant evidence or exhibits shall be filed with the Commission and served on the employee at least six (6) days prior to the hearing.
- b) **Probable Cause:** The Commission shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) **Notification of Hearing:** The Secretary of the Commission shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, e-mail or personally, of the time and place of the hearing of the charges.
- d) **Continuances:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Commission.
- e) **Stipulations:** Parties may, on their own behalf, or by Counsel, stipulate and agree in writing, or on the record, as to evidenced guilt. The facts so stipulated shall be considered as evidence in the proceeding.

In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his position as a result of a decision of the Commission following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.

- f) **Sufficiency of Charges-Objections to:** Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Commission.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE
SECTION 4 – SUBPOENAS

Any party to an administrative hearing may, at any time before the hearing, make application to the Commission by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Commission to be relevant to the hearing. On the filing of such application,

subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 5 – WITNESSES

All witnesses shall be required to take an oath to be administered by any member of the Commission or the Hearing Officer, if one be appointed by the Commission, before being examined. The Commission or the Hearing Officer, if one be appointed by the Commission, the prosecuting attorney, the accused, or the accused's attorney may examine all witnesses. All fees for the attendance of witnesses and for reimbursement for mileage shall be as provided for in subpoenas issued by the Circuit Court of Cook County.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 6 – FINDING & DECISION

The finding and decision of the Civil Service Commission or Hearing Officer, when approved by the Commission, shall be entered on the record of the Civil Service Commission and shall be certified to the Appointing Authority, and shall forthwith be enforced by that officer. Notice of the finding and decision of the Commission shall also be sent to the officer or employee involved in the hearing.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 7 – REMOVAL FOR PHYSICAL OR MENTAL DISABILITY

Whenever the head of a department shall deem it to be necessary to protect the interests of the service, he or she may require any officer or employee holding a position in the Classified Service and in his or her department, to submit to a physical examination by any licensed physician designated by the Commission for the purpose of determining his or her physical or mental fitness to perform his or her duties. Said examination shall be provided without cost to the officer or employee.

The Commission shall determine from the physician's report and from consultation with the officer or employee whether the officer or employee is an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act of 1990, *as amended*. The Commission will also determine whether a reasonable accommodation is required under the ADA. As part of this determination, the Commission will determine whether transfer to a vacant position would

constitute a reasonable accommodation. If the Commission determines that the officer or employee is not a qualified individual with a disability because the individual cannot with reasonable accommodation perform the essential functions of the position which is held, the Secretary of the Commission shall prepare charges against the officer or employee and the Commission shall then proceed in accordance with these rules.

CHAPTER VII – CHANGES AFTER **EMPLOYMENT**

CHAPTER VII - CHANGES AFTER EMPLOYMENT

SECTION 1 – TRANSFERS

Department heads, with the approval of the Appointing Authority, may affect the transfer of employees in the classified service from one position within a department to another position in the same department if they are of the same classification. The Civil Service Commission will be notified of all such transfers.

Department heads, with the approval of the Appointing Authority, may affect the transfer of employees in the classified service from one position of the same class in one department to another position of the same class in another department only after approval by the Civil Service Commission.

The Appointing Authority, may affect the transfer of an employee in the classified service to a position outside of the Classified service provided the employee is made aware that such a transfer shall cause the employee to relinquish any ability to appeal a suspension or termination through the Commission as outlined in Chapter VI above.

Transfers may not be affected in order to avoid the lay-off of an employee.

Transfers may not be affected when the examination upon which the appointment of the employee was based differs in character from the test applicable to the position to which the employee is to be transferred.

CHAPTER VII - CHANGES AFTER EMPLOYMENT

SECTION 2 – LEAVES OF ABSENCE

Family and medical leaves and military leaves shall be granted by the Commission in accordance with the applicable provisions of all Federal, State and Municipal laws. Employees may be required to provide notice of or complete an application for any such leaves. The Appointing Authority, or his or her designee, shall manage and maintain such leave programs and shall inform and continue to update the Commission of any absences by any member of the Classified service. If a Leave of Absence is granted by the Commission during a probationary period, such probationary period shall be tolled until the probationary employee returns from his leave of absence.

CHAPTER VII – CHANGES AFTER EMPLOYMENT

SECTION 3 – LAYOFFS, NON-POLICE PERSONNEL

Whenever it becomes necessary to reduce employment in any department other than the police department due to a lack of work, lack of funds, or for other valid reasons, the following will apply:

- a) The last employee certified to the class of position in which a reduction in force is to be made will be the first employee to be laid off.
- b) Employees laid off because of a reduction in force will have their names placed on a reinstatement roster for the class of position where the force reduction was made. When employment is increased, employees will be reinstated to service in order of seniority in that class and position. Failure to accept reinstatement after notification by the Appointing Authority within a reasonable time limit, not to exceed thirty (30) days, will result in that employee's name being removed from the reinstatement roster.
- c) Employees laid off due to reduction in force may displace an employee with less seniority in the classified service in a position of a lower classification, if the laid off employee has previously passed the examination applicable to that position

CHAPTER VII – CHANGES AFTER EMPLOYMENT

SECTION 4 – LAYOFFS, POLICE PERSONNEL

Unless otherwise provided in any collective bargaining agreement, when the force of the police department is reduced, seniority shall prevail, and the officers and members so reduced in rank or removed from the service of the police department shall be considered furloughed without pay from the positions from which they were reduced or removed.

Any such reductions and removals shall be in strict compliance with seniority and in no event shall any officer or member be reduced more than one rank in a reduction in force. Officers and members with the least seniority in the position to be reduced shall be reduced to the next lower rated position. For purposes of determining which officers and members will be reduced in rank, seniority shall be determined by adding the time spent at the rank or position from which the officer or member is to be reduced and the time spent at any higher rank or position in the department. For purposes of determining which officers or members in the lowest rank or position shall be removed from the department in the event of a layoff, length of service in the department shall be the basis for determining seniority, with the least senior such officer or member being the first so removed and laid off. Such officers or members laid off shall have their names placed on an appropriate re-employment list in the reverse order of dates of layoff.

If any officers or members are reinstated, they shall be notified by registered mail, email or personal notice of such reinstatement of positions and shall have prior right to such positions if otherwise qualified. In all cases seniority shall prevail. Written confirmation and acceptance of such reinstatement to a position must be made by the furloughed person within thirty (30) days after notification as above provided. Such person may be required to submit to examination by physicians of both the Commission and the appropriate pension board to determine fitness for duty.

CHAPTER VII – CHANGES AFTER EMPLOYMENT
SECTION 5 – RESIGNATION AND RETIREMENT

Upon the resignation or retirement of an employee from the classified service, the employee shall indicate such resignation or retirement in writing. A copy of the resignation or retirement document shall be filed with the Civil Service Commission by the Appointing Authority. All resignations and retirements, whether oral or written, will be considered to be final when received.

CHAPTER VII – CHANGES AFTER EMPLOYMENT
SECTION 6 – RETURN TO CIVIL SERVICE CLASSIFIED POSITION

In the event an employee is promoted from classified service to an appointed position of Commander, the following shall apply:

- (A) If the Commander is discharged or removed from that appointed position without cause prior to attaining eligibility to retire on full pension, (i.e., based on years of service and without reduction based on age under applicable retirement plan), he or she shall revert to and be established in the classified position and rank he or she held immediately prior to appointment provided that a vacancy then exists in such classified position and rank; however, if the employee was discharged or removed from the appointed position for just cause, he or she shall not be eligible for reverting to their prior classified position and rank.
- (B) The employee who is promoted to the rank of Commander shall have their seniority frozen and shall not continue to accrue seniority or other time-of-service based benefits, such as vacation time, while they are serving as a Commander. If said employee reverts back to his or her prior rank, their benefits and emoluments of the reinstated frozen rank shall apply.

STAFF APPOINTMENT

President Glotz

**CLERK O'CONNOR WILL
CONDUCT A SWEARING-IN
CEREMONY FOR DEPUTY
POLICE CHIEF
KEITH SULLIVAN**

Trustee Mueller

STAFF APPOINTMENT

President Glotz



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Hannah Lipman, Assistant Village Manager/Interim Finance Director
Cc: Patrick Carr, Village Manager

Subject: Consulting Services Proposal - Alvarez and Associates

The Village is seeking to engage Alvarez and Associates to provide consulting services across both public and private sector initiatives. Alvarez and Associates bring expertise in navigating complex regulatory frameworks and securing critical funding for municipal projects.

The firm would assist the Village with planned Metropolitan Water Reclamation District (MWRD) projects, ensuring alignment with technical requirements and compliance with all applicable standards. In addition, their team will support the Village's efforts to secure federal (or local) funds to advance key infrastructure and development initiatives. Their knowledge of local, county, and state regulations will be instrumental in guiding projects efficiently from planning to execution.

By partnering with Alvarez and Associates, the Village aims to strengthen its strategic approach, streamline regulatory navigation, and maximize funding opportunities to benefit the community.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-093**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND ALVAREZ AND ASSOCIATES FOR PUBLIC AND PRIVATE SECTOR
CONSULTING SERVICES**

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

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

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

RESOLUTION NO. 2025-R-093

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND ALVAREZ AND ASSOCIATES FOR PUBLIC AND PRIVATE SECTOR CONSULTING
SERVICES**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Alvarez and Associates, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 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-093, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ALVAREZ AND ASSOCIATES FOR PUBLIC AND PRIVATE SECTOR CONSULTING SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK

**CONTRACT FOR SERVICES TO BE RENDERED BY
ALVAREZ AND ASSOCIATES FOR
VILLAGE OF TINLEY PARK**

This agreement for services is entered into as of the 1st day of January, 2025 between Alvarez and Associates (“Consultant”), 6139 N. Kilpatrick, Chicago, Illinois 60646, for services and the Village of Tinley Park, 16250 Oak Park Ave, Tinley Park, IL 60477 (“Entity”). This agreement can be terminated by either party with two week written notice.

Consultant is in the business of performing public and private sector consulting services and has expertise in said business, and the Village of Tinley Park wishes to engage the services of Consultant.

Now, therefore, in consideration of the foregoing recitals and of the promises and conditions contained herein, it is agreed as follows:

1. Consultant agrees to perform the following services:
 - a. Advise, consult and develop strategy with the Village of Tinley Park leadership and outside counsel on all matters related to Cook County and the Metropolitan Water Reclamation District
 - b. Monitor all issues that could have an impact on the Village of Tinley Park and its operations
2. As compensation for the foregoing, Village of Tinley Park agrees to pay consultant for the contract. The payment schedule is as follows: \$4,000.00 per month sent to Alvarez and Associates within 30 days of invoicing. Please remit payments to “Alvarez and Associates”, 6139 N. Kilpatrick Chicago, Illinois 60646.
3. Consultant will comply with all ethics ordinances, all laws and regulations pertaining to the performance of any obligation contained in this Agreement.
4. Consultant may not assign or otherwise transfer its rights, obligations or duties under this Agreement.
5. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except in writing and signed by both parties.
6. This agreement shall become binding only after it has been signed by both parties.

Date: _____

ALVAREZ AND ASSOCIATES, INC.

BY _____

Michael A. Alvarez, President

Date: _____

VILLAGE OF TINLEY PARK

BY _____



Interoffice Memo

Date: August 6, 2025
To: Village Board
From: Anthony Ardolino, Director of Information Technology
Cc: Patrick Carr, Village Manager, Hannah Lipman, Assistant Village Manager/Interim Finance Director

Subject: Annual Renewal of CodeRED Emergency Notification System

The Village utilizes the CodeRED system from OnSolve as its primary mass emergency notification platform. In April 2025, its functionality was expanded to include integration with the Village's enterprise email system, enabling enhanced internal communication capabilities.

This item represents the annual renewal for the cloud-hosted CodeRED software provided by OnSolve. As OnSolve is the sole source provider of this proprietary software and its associated support services, a competitive bidding or quotation process is not applicable.

The proposed renewal cost is \$30,381.53 and covers the period from September 1, 2025, through August 31, 2026.

Funding for this renewal is included in the approved FY26 operating budget under account 11-00-000-72655

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-094**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ONSOLVE FOR EMERGENCY NOTIFICATION SOFTWARE ANNUAL
RENEWAL**

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

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

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

RESOLUTION NO. 2025-R-094

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ONSOLVE FOR EMERGENCY NOTIFICATION SOFTWARE ANNUAL RENEWAL

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 Central Square, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH ONSOLVE FOR EMERGENCY NOTIFICATION SOFTWARE ANNUAL RENEWAL

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-094, “A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ONSOLVE FOR EMERGENCY NOTIFICATION SOFTWARE ANNUAL RENEWAL” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK



Sales Quote: Q-730914

Offer Expires: August 26, 2025

Prepared for:

Dennis Maleski
Systems Administrator
Tinley Park, Village of, IL
17355 South 68th Court
Tinley Park, IL 60477
(708) 444-5081
dmaleski@tinleypark.org

Prepared by:

Caitlin Leap
Account Manager
OnSolve
6240 Avalon Blvd
Alpharetta, GA 30009

caitlin.leap@onsolve.com

Payment Terms: Net 30

Billing Frequency: Annually

Currency: USD

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Renewal	09/01/2025 - 08/31/2026	1	\$25,031.53	\$25,031.53
CodeRED Weather Warning	09/01/2025 - 08/31/2026	1	\$0.00	\$0.00
CodeRED Open Notification Express (ONE)	09/01/2025 - 08/31/2026	1	\$5,350.00	\$5,350.00
Critical Communications Subscription Fees				\$30,381.53

ORDER TOTAL

\$30,381.53

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$30,381.53
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*The Fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Fees displayed above, and are the true and binding totals for this order.



Interoffice Memo

Date: July 29, 2025
To: John Urbanski, Public Works Director
From: Kyle Vester, PE – Village Engineer
Subject: Brookside Creek Stormwater Improvements Construction Observation Services – Contract Award

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

Scope of Work: Robinson Engineering provides various Engineering Services for the Village of Tinley Park, including Construction Observation. This contract would cover Construction Observation Services for the Brookside Creek Stormwater Improvements project.

The attached proposal includes Construction Observation Services using the standard billing rates with Robinson Engineering.

Recommendation: Staff recommends approving the proposal with Robinson Engineering for the Brookside Creek Construction Observation Services.

Budget / Finance: Funding was allocated in the FY26 Budget.

Staff Direction Request:

1. Approve the Professional Services Agreement and award the project to Robinson Engineering, Frankfort, IL, in the not to exceed amount of \$50,000.
2. Direct Staff as necessary.

Attachment:

1. Proposal from Robinson Engineering dated July 25, 2025.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this day of ,2025 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, Ltd. (“Consultant”), collectively the “Parties” for the following project:

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereafter the “Service”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
 - It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the Payment Terms in the Proposal for Professional Engineering Services attached hereto as Exhibit A and the Fee Schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not

limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, members, directors, partners, agents, employees, or Subconsultants (hereafter "Village's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village's Claims, then the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village's claims shall not be limited.

V. WARRANTY

Consultant represents to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Robinson Engineering Ltd.

10045 W Lincoln Hwy

Frankfort, IL 60423

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant), have executed this Agreement.

VILLAGE OF TINLEY PARK

By: _____
Village President

DATE: _____

ROBINSON ENGINEERING LTD.

B _____
Its: Director of Operations

DATE: 7/25/25

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

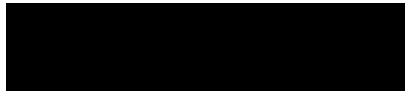
The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Van Calombaris, PE

Name of Consultant (please print)

Director of Operations

Title



Submitted by (signature)

Certificate of Compliance with Illinois Human Rights Act

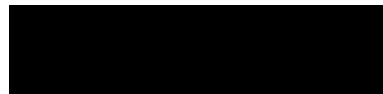
The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Van Calombaris, PE

Name of Consultant (please print)

Director of Operations

Title



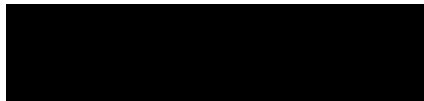
Submitted by (signature)

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Van Calombaris, PE

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

Title

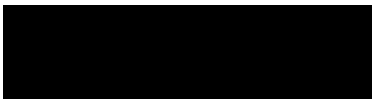
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Van Calombaris, PE

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

Title

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services for the Brookside Creek Retail Center, dated 7/25/25.



7/25/25

Project 22-R0644.15

To: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Attn: Mr. Kyle Vester, PE, Village Engineer

RE: **Proposal for Professional Engineering Services – Construction Observation**
Brookside Creek Retail Center

Dear Mr. Vester:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the Brookside Creek Retail Center within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, Standard Terms and Conditions, and REL's Billing Rates. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

A commercial development has been approved by the Village and will be constructed at the southwest corner of Harlem Avenue and 191st Street. The infrastructure improvements will include earthwork/grading, sanitary sewer, water main, storm sewer, detention ponds and roadway improvements (plans prepared by Manhard Consulting, dated 5/12/25).

The Village has requested that REL provide periodic Construction Observation Services for these improvements.

2. SCOPE OF SERVICES

It is anticipated that REL will provide an on-site field representative approximately 2 hours/day over the course of the construction (anticipated to be approximately 6 months). REL's field representative will provide Construction Observation Services which consist of the following:

Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

3. PAYMENT TERMS

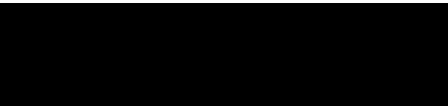
REL proposes to perform these Construction Observation Services on an hourly basis, with a Not to Exceed figure of \$50,000. REL will not bill more than \$50,000 unless approved by the Village. REL's Billing Rates are attached hereto and are subject to revision on or after 1/1/2026.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2014 or email me at vcalombaris@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

**ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS**

EXHIBIT A

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Initial: _____ Date: _____

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____

EXHIBIT B

Fee Schedule

**Attached to Proposal Engineering
Services Agreement**

Classification	Rate
Principal Engineer 1	\$223.00
Senior Project Manager 1 / 2	\$203.00 / \$213.00
Senior Engineer 1 / 2 / 3	\$179.00 / \$193.00 / \$201.00
Project Engineer 1 / 2 / 3 / 4	\$143.00 / \$151.00 / \$161.00 / \$172.00
Project Manager 1 / 2 / 3	\$151.00 / \$159.00 / \$169.00
Engineering Technician	\$143.00
Chief Land Surveyor	\$179.00
Land Surveyor 1 / 2 / 3	\$137.00 / \$154.00 / \$167.00
Surveying Technologist 1 / 2	\$121.00 / \$137.00
Senior Planner	\$169.00
Planner	\$148.00
Senior Project Scientist	\$167.00
Grant Writer 1 / 2	\$104.00 / \$123.00
Project Developer 1 / 2 / 3	\$121.00 / \$162.00 / \$185.00
GIS Coordinator	\$179.00
GIS Developer	\$147.00
GIS Technologist	\$119.00
CAD Manager	\$169.00
CAD Designer	\$148.00
CAD Technologist 1 / 2	\$112.00 / \$128.00
Resident Engineer 1 / 2 / 3	\$143.00 / \$159.00 / \$171.00
Resident Engineering Representative 1 / 2 / 3	\$142.00 / \$148.00 / \$156.00
Field Superintendent	\$189.00
Assistant Field Superintendent	\$178.00
Field Crew Chief	\$142.00
Field Crew Member 1 / 2	\$91.00 / \$108.00
Operations Manager	\$159.00
Operations Coordinator	\$114.00
Operator 1 / 2 / 3	\$98.00 / \$104.00 / \$111.00
IT Technologist / IT Coordinator	\$121.00 / \$162.00
Administrative 1 / 2	\$91.00 / \$103.00
Project Administration	\$119.00
Intern / Engineering Intern	\$60.00
1 Man Field Crew - Prevailing Wage*	\$189.00
2 Man Field Crew - Prevailing Wage*	\$316.00

• Rates are subject to revision on or after 1/1/2026.

• Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%

• *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

• Workers' Compensation:	Statutory
• Employer's Liability – Each Accident:	\$ 1,000,000
• General Liability –	
• Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
• General Aggregate:	\$ 2,000,000
• Excess or Umbrella Liability --	
• Each Occurrence:	\$ 3,000,000
• General Aggregate:	\$ 3,000,000
• Automobile Liability --Combined Single Limit	
• (Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
• Professional Liability –	
• Each Claim Made	\$ 2,000,000
• Annual Aggregate	\$ 2,000,000

EXHIBIT D

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED Robinson Engineering Ltd 10045 W. Lincoln Highway Frankfort, IL 60423	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>National Fire Insurance Company of Hartford</td><td>20478</td></tr> <tr> <td>INSURER B:</td><td>Valley Forge Insurance Company</td><td>20508</td></tr> <tr> <td>INSURER C:</td><td>Continental Insurance Company</td><td>35289</td></tr> <tr> <td>INSURER D:</td><td>Global Aerospace Inc</td><td>B1180</td></tr> <tr> <td>INSURER E:</td><td>State National Insurance Company Inc</td><td>12831</td></tr> <tr> <td>INSURER F:</td><td>Evanston Insurance Company</td><td>35378</td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance Company of Hartford	20478	INSURER B:	Valley Forge Insurance Company	20508	INSURER C:	Continental Insurance Company	35289	INSURER D:	Global Aerospace Inc	B1180	INSURER E:	State National Insurance Company Inc	12831	INSURER F:	Evanston Insurance Company	35378
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COVERAGES

CERTIFICATE NUMBER: W34323166

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						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		Y	Y	7063767699	01/01/2024	01/01/2025	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	7063767704	01/01/2024	01/01/2025	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE			7063767718	01/01/2024	01/01/2025	AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	7063767721	01/01/2024	01/01/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Aviation Liability			9043822	01/08/2024	01/08/2025	General Aggregate \$1,000,000 Each Occurrence \$1,000,000

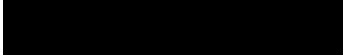
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 07/17/2024 WITH ID: W34315094.

REL Project 21-R0545.05 Kimberly Heights Drainage Improvements Phases V & VI.
SEE ATTACHED

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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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Robinson Engineering Ltd 10045 W. Lincoln Highway Frankfort, IL 60423	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors and attorneys are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: State National Insurance Company Inc

NAIC#: 12831

POLICY NUMBER: EHJ-ADM00850593 EFF DATE: 01/01/2024 EXP DATE: 01/01/2025

TYPE OF INSURANCE:
Cyber Liability

LIMIT DESCRIPTION:
Aggregate

LIMIT AMOUNT:
\$1,000,000

INSURER AFFORDING COVERAGE: Evanston Insurance Company

NAIC#: 35378

POLICY NUMBER: MKLV7PL0006225 EFF DATE: 01/01/2024 EXP DATE: 01/01/2025

TYPE OF INSURANCE:

Professional/Pollution Liability

LIMIT DESCRIPTION:

Limit

LIMIT AMOUNT:

\$5,000,000

THE VILLAGE OF TINLEY PARK

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

RESOLUTION NO. 2025-R-099

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ROBINSON ENGINEERING FOR BROOKSIDE CREEK STORMWATER
IMPROVEMENTS - CONSTRUCTION OBSERVATION SERVICES**

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

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

RESOLUTION NO. 2025-R-099

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR BROOKSIDE CREEK CONSTRUCTION OBSERVATION

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into AN AGREEMENT with Robinson Engineering, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION OBSERVATION SERVICES

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-099, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION OBSERVATION SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK



Interoffice Memo

Date: July 28, 2025

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

From: Angela Arrigo, Human Resources Director

Subject: 12-Month Extension Employee Benefit Consulting/Brokerage Services

The Village transitioned to The Horton Group in July of 2022 and is currently under agreement for professional benefit consulting/brokerage services through December 2025. We continue to work with the dedicated Horton team to manage benefit costs, evaluate plan designs, review plan offerings, and ensure a comprehensive and competitive overall benefits program.

The Horton Group has provided a contract extension proposal for the policy period 1/1/2026 through 12/31/2026 with the option to extend the agreement for an additional two years (2027 & 2028) with a reduced commission rate of 2.0% (currently 2.5%) for the medical/prescription drug, dental, vision, and life/AD&D lines of coverage. Additionally, COBRA services, Mineral/Think HR, and Employee Navigator (Benefits Technology), and weekly benefit carrier file feeds continue to remain included at no additional charge. This contract extension continues to include strategic planning and market insight services, financial and benefit analytics, compliance support, administrative services, and other services to support the Village of Tinley Park Benefits Program.

RECOMMENDATION

The Horton Group recognizes the continued efforts to control premium costs and have been a strategic partner in attaining premium reductions of initial renewal rates from an average of 15.27% down to 6.96% over the last 3-year period. To ensure continued competitive benefit consulting/brokerage services, it is recommended that the Village moves forward with a one (1) year renewal with The Horton Group at this time for the 2026 policy period from 1/1/2026 through 12/31/2026 with the option to extend the agreement for an additional two years. The one (1) year renewal will allow us the opportunity to market these services during the first quarter of 2026 and explore other vendors to ensure competitive pricing for these services.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-097**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND THE HORTON GROUP FOR EMPLOYEE BENEFIT
CONSULTING/BROKERAGE SERVICES**

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

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

RESOLUTION NO. 2025-R-097

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE HORTON GROUP FOR EMPLOYEE BENEFIT CONSULTING/ BROKERAGE SERVICES

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with The Horton Group, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

The Horton Group 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-097, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE HORTON GROUP FOR EMPLOYEE BENEFIT CONSULTING/BROKERAGE SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK

CLIENT SERVICE AGREEMENT

This Client Service Agreement and any statement of work, Exhibits and Appendices hereto (this “**Agreement**”) is made as of January 1, 2026 (the “**Effective Date**”), by and between Village of Tinley Park (herein referred to as “**Client**”), and The Horton Group, a Marsh & McLennan Agency LLC (herein referred to as (“**MMA**”).

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

Article I. Services Provided by MMA

MMA shall provide the services outlined on the Statement of Work (“SOW”) attached to this Agreement as Exhibit A and signed by the Client (the “**Services**”) and which may be amended, from time to time, by mutual written agreement of the parties. To the extent there is a direct conflict between the terms of this Agreement and an SOW, the terms of the SOW shall control.

Article II. Term/Termination

2.1 Term

This Agreement shall begin on the Effective Date and continue until (a) a termination occurs pursuant to provision 2.2; or (b) the end of a service period as described in the SOW, whichever occurs earlier. MMA’s obligations to provide Services hereunder will terminate upon termination of the Agreement for any reason.

2.2 Termination

This Agreement, and any SOW attached hereto, may be terminated for convenience by either party by providing 90 days’ prior written notice.

2.3 Events Upon Termination

Upon termination of this Agreement, commissions will be paid to MMA by applicable insurance carriers pursuant to such carriers’ agent-of-record policies and procedures. Notwithstanding any termination of this agreement, any retail commissions collected by MMA shall be considered fully earned upon receipt.

Article III. Confidentiality

3.1 Each of MMA and Client is likely to disclose information (in such capacity, the “**Disclosing Party**”) to the other (in such capacity, the “**Receiving Party**”) from time to time in the course of the provision of the Services, which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature (“**Confidential Information**”). Confidential Information shall also include this Agreement and all business strategies, plans and procedures, business information, proprietary information, scientific information, product plans, sales information and plans, data, and trade secrets of the Disclosing Party. Notwithstanding the foregoing, “Confidential Information” shall not include any information or materials that: (a) are or become known to the general public through no act or omission of the Receiving Party, (b) are received by the Receiving Party from a third party that the Receiving Party reasonably believes was legally entitled to disclose the same, (c) were legally in the Receiving Party’s possession prior to disclosure by Client; (d) are developed by or for the Receiving Party independently of the Disclosing Party’s Confidential Information, or (e) are de-identified and aggregated. In the event the Receiving Party is requested or required by legal or regulatory authority

to disclose any Confidential Information, the Receiving Party may, unless prohibited by law or regulation, disclose such information; provided, that prior to any such disclosure, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof such that the Disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines is consistent with the scope of the subpoena or demand.

The Receiving Party (a) shall safeguard and maintain in confidence all Confidential Information of the Disclosing Party provided to or learned or developed during the course of performing such Receiving Party's obligations hereunder and (b) shall not use or copy any Confidential Information, or authorize or permit others to use any such Confidential Information, for any purposes other than, in the case of MMA as the Receiving Party, to perform the Services. Notwithstanding anything to the contrary in this Agreement, Client expressly agrees that (i) MMA may share the Client's Confidential Information with carriers, third party providers, intermediaries and related parties in furtherance of the Services (and the same shall not be considered agents or representatives of MMA for this purpose) and (ii) MMA is expressly permitted to de-identify and aggregate Confidential Information for preparing commercially available normative and benchmarking data and for internal and external research, analysis, and product development purposes.

The confidentiality obligations contained in this section with respect to any Confidential Information shall survive for a period of two (2) years from receipt of such Confidential Information, or for such longer period as required by applicable law.

3.2 [Intentionally Blank.]

3.3 Ownership Rights

Client acknowledges and agrees that except to the extent they constitute Work (as defined below), all products, forms, procedures, pricing, and other materials, including any hardware or software products, proposals, and templates, utilized or made available by MMA to Client in connection with any Services rendered hereunder (collectively, the **"Products"**) are the sole property of MMA. Client acknowledges and agrees that nothing herein shall be construed to grant or create any ownership rights in any hardware and software owned, operated by, or licensed to MMA. Client shall have no title or other ownership right to or interest in any of such Products, nor shall it acquire any such right, title, or interest by use thereof in accordance with this Agreement. Client shall not license, market, modify, sell, or transfer any of such Products, in whole or in part.

3.4 Deliverables and Intellectual Capital

Only materials prepared by MMA specifically, solely and exclusively for Client pursuant to this Agreement (the **"Work"**) shall be owned by Client. Notwithstanding the foregoing, MMA will retain all ownership and copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by MMA before the commencement of, or developed or acquired by MMA during or after, the performance of the Services, including without limitation, all systems, software, algorithms, specifications, documentation and other materials created, owned or licensed and used by MMA or our affiliates or subcontractors in the course of providing the Services and the Work (collectively, the **"Intellectual Property"**), and shall not be restricted in any way with respect thereto.

Client will not use, in a manner other than as mutually contemplated when MMA was first retained by Client to perform the applicable Services, or disclose to any third party, any material, Work, Products and/or Intellectual Property supplied by MMA under this Agreement. MMA shall have no liability with respect to: (i) modifications made by any person other than MMA to the Work, Intellectual Property or other work product or deliverables provided to Client by MMA or (ii) any third party's use or reliance on the Work, Intellectual Property or other work product or deliverables provided to Client by MMA.

Article IV. Indemnification; Limitation of Liability; Disclaimers

4.1 Indemnity

MMA agrees to indemnify and hold harmless Client from and against any and all Losses (as defined below) to the extent resulting from (i) MMA's breach of this Agreement or (ii) MMA's negligence or willful misconduct in the performance of Services hereunder.

Client agrees to indemnify and hold harmless MMA from and against any and all Losses to the extent resulting from (i) Client's breach of this Agreement, (ii) any third party claims against MMA arising out of the Services, except to the extent resulting from MMA's negligence or willful misconduct, (iii) Client's negligent acts or omissions, or (iv) MMA's or a third party provider's reliance on the accuracy of information provided by Client hereunder.

4.2 Limitation of Liability

MMA shall not be liable for any indirect, incidental, consequential, punitive or other special damages suffered by Client arising out of or related to this Agreement, even if advised of the possibility of such damages. The aggregate liability of MMA, its affiliates and any officer, director or employee of MMA and its affiliates ("**MMA Parties**") to Client, its affiliates, and its and their officers, directors or employees and any third party (including any benefit plan, its fiduciaries or any plan sponsor) for any and all Losses arising out of or relating to the provision of any Services at any time by any of the MMA Parties shall not exceed an amount equal to one times revenues earned by MMA with respect to the applicable service period. MMA shall have no liability for the acts or omissions of any third party (other than any subcontractor performing Services hereunder). "**Losses**" as used herein shall mean any and all claims, damages, losses, judgments, costs, and expenses of any kind, including reasonable attorneys' fees.

4.3 Disclaimers

MMA does not assume any responsibility or authority hereunder for (i) the design, funding or operation of any Client-sponsored employee welfare benefit plan (as defined in ERISA Section 3(1)) or for compliance of any such plan with ERISA, including any aspect of COBRA, (ii) duties incumbent upon a "plan sponsor" or "covered entity" under HIPAA privacy and security rules, (iii) funding claims for benefits under any Health Savings Account (HSA) or employee welfare benefit plan or the payment of fees to third parties providing services or products to Client or its employees, (iv) insuring or underwriting any liability to provide benefits under any employee welfare plan, (v) the acts or omissions of any automated clearing house or other financial institution, or (vi) Wrap Plan documents prepared by third parties. MMA specifically disclaims any warranty regarding the compliance of Client's employee health and benefits plan with ERISA.

MMA does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. MMA does not guarantee or make any representation or warranty that coverage or services can be placed on terms acceptable to Client. MMA is not responsible for the solvency or ability to pay claims of any insurance carrier or the solvency or ability of any service provider to provide service. Client agrees that all decisions regarding the amount, type or terms of coverage shall be Client's ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverages that are appropriate for its particular circumstances and financial position. The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the services to be provided by MMA.

MMA's service obligations to you are solely contractual in nature. The parties acknowledge and agree that, in performing the Services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not otherwise have a fiduciary or other enhanced duty to you.

In the event that a service, resource or tool listed on Exhibit A is being provided by a party that is not a subcontractor or MMA's the provision of such service, resource, or tool may be subject to terms and conditions or contract to be entered into between Client and such third-party provider. MMA shall have no liability with respect to any service, resource or tool not provided directly by MMA and/or one of its subcontractors.

Client shall be responsible for any fee or penalty arising out of or relating to its benefit plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies.

MMA is not engaged in the practice of law or tax accounting and the Services provided hereunder do not constitute and are not a substitute for legal, tax and/or accounting advice. Accordingly, MMA recommends that Client secure

the advice of competent legal counsel and/or tax advisor with respect to any legal or tax matters related to the Services or otherwise.

The Patient Protection and Affordable Care Act (ACA) is a complex law. Any statements or guidance regarding the ACA made by MMA concerning tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as accounting, tax, or legal advice.

Article V. Representations

5.1 Compliance with Applicable Law and Regulation

Each party agrees to comply in all material respects with all federal, state, and local laws and regulations applicable to such party in carrying out its obligations under this Agreement.

5.2 Accuracy of Information

Client shall provide to MMA timely, complete and accurate information to enable MMA to perform its obligations and provide Services hereunder. Client assumes full responsibility for any Client information provided to MMA, a general agent or a service provider hereunder, including, but not limited to, its condition, content, format, usability, or correctness and MMA has no obligation to confirm or verify the accuracy, authenticity, or completeness of any information provided by Client. Client understands that the failure to provide necessary, complete and accurate information to MMA and/or a general agent or service provider, whether intentional or by error, could result in the voiding of coverage or denial of claims. Client acknowledges that MMA: (i) relies upon the accuracy of all information provided by Client in effecting and performing its obligations under this Agreement, and (ii) understands and agrees that MMA shall have no liability for its reliance on inaccurate or incomplete information.

5.3 Plan Fiduciary; Instructions

MMA is not a “plan administrator” or “fiduciary” as defined under ERISA. Client acknowledges, agrees and warrants that Client or the appropriate Covered Entity is the named plan administrator and/or fiduciary for the plan(s) within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), and, notwithstanding anything to the contrary contained herein, that MMA is not a fiduciary and does not have any discretionary authority or responsibility with respect to the plan(s) or plan assets. It is understood and agreed that Client and/or the relevant plan(s) have full and final authority and responsibility for the plan(s), plan(s) assets, and plan(s) operation. Client, and not MMA, shall be solely responsible for the review and payment of claims for benefits provided under any benefit plan and for all appeals brought under any such benefit plan and/or ERISA. Client shall be responsible for meeting any ERISA trust requirements to the extent applicable. MMA does not assume any responsibility for receiving or reviewing claims for benefits under or in connection with any benefit plan. MMA shall not have any duty or power to act on behalf of Client or any participant in connection with the plan(s) other than as expressly stated in this Agreement or upon instruction from Client.

Article VI. Other Provisions

6.1 No Third-Party Beneficiaries

Neither this Agreement nor the provision of the Services is intended to confer any right or benefit on any third party.

6.2 Governing Law/Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law principles. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any services provided by MMA or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party agrees not to include any employee, officer, director or trustee of the other as a party in any action, proceeding or counterclaim relating to such dispute.

6.3 Amendment; Waiver

No changes, amendments, or alterations shall be effective unless signed by duly authorized representatives of both parties. Neither the waiver by either party of a breach or violation of any provision of this Agreement nor the failure by either party to insist upon strict performance of any provision herein shall operate or be construed to be a waiver of any subsequent breach or violation thereof. To be effective, all waivers must be in writing and signed by an authorized officer of the party to be charged.

6.4 Exhibits; Entire Agreement

This Agreement (including any SOW, Exhibits and Appendices hereto) sets forth the complete and sole understanding between MMA and Client with respect to its subject matter and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by either party to the other, whether oral, written, or in any other form not expressly included herein. This Agreement includes the following Exhibit:

- **EXHIBIT A** – Statement of Work & Compensation
- **EXHIBIT B** – Compensation Disclosure

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

The Horton Group, a Marsh & McLennan Agency LLC Village of Tinley Park

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

STATEMENT OF WORK

This Statement of Work is entered into pursuant to the Client Service Agreement dated January 1, 2026 between the parties hereto, and sets forth the scope of services to be provided, and the compensation to be earned, by MMA. This SOW is subject to the terms and conditions contained in the Client Service Agreement.

PART 1 – SERVICE PERIOD 1/1/2026 – 12/31/2026**PART 2 – SCOPE OF SERVICES**

Line(s) of Coverage / Commission	Policy Period
Core Benefits including Medical, Prescription Drug, Dental, Vision, Life, AD&D Voluntary Programs or other Core Benefits including Retiree Medical Plan option (Pre or Post-65)	1/1/2026 – 12/31/2026*

*Village has the option to extend the agreement for an additional two years (2027 and 2028).

See attached Core Consulting Services

PART 3 - COMPENSATION**1.1 Commission-Based Compensation**

MMA shall be compensated for its Services through retail commissions from insurers. Any retail commissions shall be considered fully earned by MMA at the time of receipt.

1.2 Third-Party Vendor Services

Client has opted to engage with the following identified third-party vendors. Service costs shall be fully covered by base commission received from Client's insurance plans for which MMA is the broker of record. In the event Client terminates MMA as broker of record with respect to any or all of the Client insurance plan(s), services under this Agreement will immediately terminate unless otherwise mutually agreed to in writing by the parties. Services will be provided in accordance with the terms and conditions of each respective third-party vendor and MMA disclaims any and all liability or loss incurred by client relating to such third-party services.

THIRD PARTY VENDOR	SERVICE PROVIDED
Employee Navigator	Technology
WEX	COBRA Administration
Mineral (formerly Think HR)	Employer Services

1.4 Out-of-Scope Services.

MMA can provide additional services at an additional cost. The cost and scope of additional services will be agreed in advance and reflected in an amendment to the SOW.

If there is a significant change in Client's operations that affects the complexity of Client's program or plan that may have the effect of increasing MMA's responsibilities and the Client's service needs, both parties agree to renegotiate MMA's compensation in good faith. Changes in scope include, but are not limited to, a change in operations due to merger or acquisition, a material increase in the number of employees and participants, a change in plan design and operations, and a change in Client's payroll or other systems vendor.

Please see Exhibit B for MMA's standard Compensation Disclosure which may be updated from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

The Horton Group, a Marsh & McLennan Agency LLC

Village of Tinley Park

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B: COMPENSATION DISCLOSURE

The Horton Group, a Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

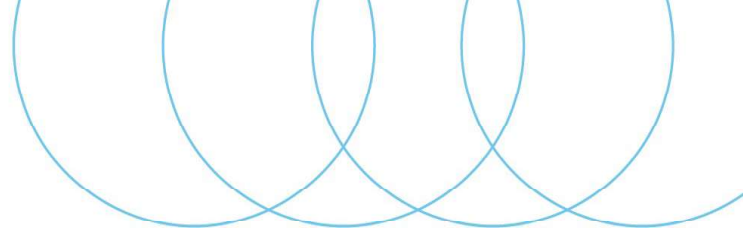
MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer’s performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA’s Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

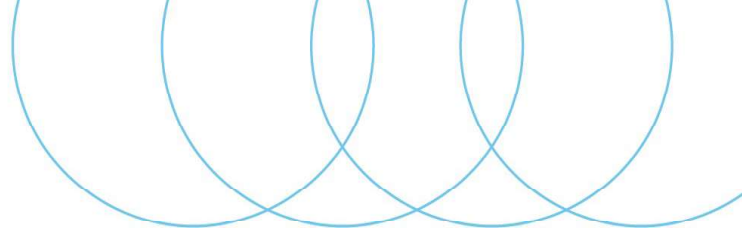
We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

Rev March 15, 2024

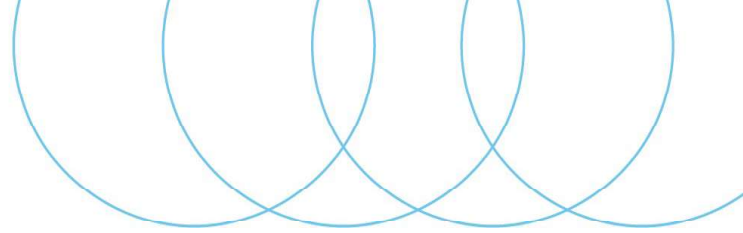


Core Consulting Services

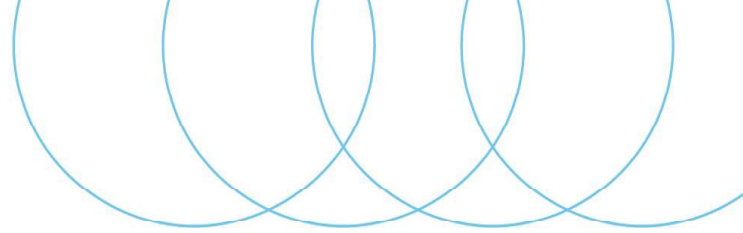
Service Categories	Compensation Structure
Strategic Planning and Market Insight; Financial and Benefit Analytics; Employee Benefit Compliance Support; Human Resource Assistance; Worksite Wellness Initiatives: Lines of Coverage: • Medical • Prescription Drug • Dental • Vision • Life, AD&D Additional Coverage / Benefits: • Mental Health Virtual Support Services • Medicare Supplements / Post-65 Retiree Carve-out • COBRA Services • Mineral / ThinkHR • Employee Navigator (Benefit Technology) ○ Includes Carrier File Feeds	Commissions are included in premiums and are paid to Horton by the carrier. 2% Standard Carrier Commission apply where included Included with our scope of service at no additional charge. Vendor costs covered by Horton
<i>Commissions based on current plan designs, member count and carriers. If any additional benefits are offered in the future, they would be at the standard carrier commission rates.</i>	



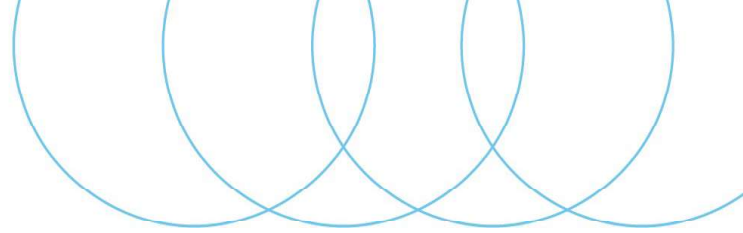
Strategic Planning and Market Insight	Included
Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Planning Room for intermediate and long-term actionable strategy planning in the following areas: • Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts • Affordable Care Act (ACA) “Pay or Play” Options and Strategies • Market Trends and Forecasting • Benefit Philosophy Development • Benefit Design and Cost Sharing Benchmark: Industry, Horton Book • Benchmark Data for Union Negotiations • Exploration of Defined Contribution Cost Sharing Model • Eligibility Management: Working Spouse Carve-Out Provision, Eligibility Audits • “Bend The Trend” Best Practices • High-Deductible Health Plan Strategies (HSA, HRA, Gap Planning) • Engagement Strategies for Worksite Wellness / Early Detection • Development and Promotion of Consumer Centric Cost Transparency Tools • Voluntary Worksite Benefit Strategies for multigenerational needs. • Alternate Funding Techniques (Level Funding, Self- Funding & Captives)	



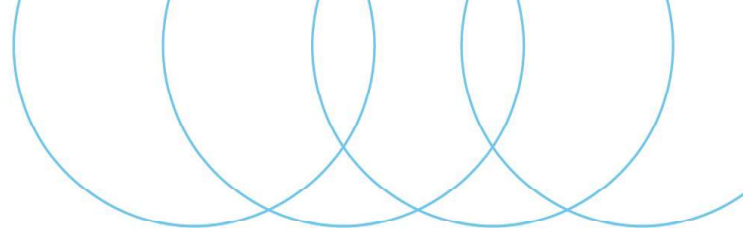
Financial and Benefit Analytics	Included
Initial Assessment • Executive Healthcare Summary • Review Benefit Plan Strategy – CBA Requirements • Plan Performance & Financial Benchmarking • Provider Network Utilization - Discount Analysis • Rx - PBM Analysis if data available • Generational study (including age 60+ member study) • Contribution Modeling and ACA Compliance • Medical Utilization Containment Strategies • Rx Utilization and Containment Strategies • Shock Claim Review • Plan Design Benchmark and Analytics • Plan Design Alternatives - Cost Modeling • Renewal Forecast • Actuarial Evaluation of Plan Designs using HHS AV Calculator Mid Plan Year – Pre-Renewal Strategy Meeting – Site Visit • Key Performance Indicators • Generational Study (including age 60+ member study) • Network Utilization and Discounts • High-Cost Claimants • Overall Plan Performance • Blue Insight (Carrier Equivalent) • Renewal Forecasting and Suggested Plan Alternatives • Plan Design Benchmarking • Retiree Carve Out Analysis • Network Options • Rx - PBM Analysis (depending on data availability) • Strategy Recommendations for Renewal • Plan design, employee cost sharing, product, carrier, network, communication strategies. Renewal Market Analysis – Site Visit • Prepare Renewal Specifications – ACA Compliant • Conduct RFP - Seek Quotes to Analyze and Compare Market • Negotiate Renewal and Market Pricing with Carriers/Vendors • Present Findings to Client	



Plan Year End Review - Site Visit or Virtual • Executive Healthcare Cost Analysis (year-end close out showing plan performance plus ○ Open Enrollment Review ○ CBA review ○ Blue Insight: Medical, Rx ○ Demographic Review ○ Plan Costs vs. Expected vs. Maximum (per capita) ○ Industry or carrier benchmarks (where available) ○ Plan administrative costs (per capita) ○ High-cost claimants ○ Utilization by service type (professional, in-patient, out-patient, pharmacy, and specialty pharmacy) ○ Office visits per thousand ○ Emergency room visits per thousand and cost ○ Medical diagnostic categories ○ Top 10 pharmacy charges ○ RX review – generic, mail order, specialty drug usage ○ Year-end summary of plan and contribution changes ○ Year-end summary of migration and analysis of cost impact ○ Utilization Containment Strategies ACA Impact Analysis • Penalty 4980H (a) and (b) Impact • Patient Centered Outcomes Research Institute Tax (PCORI) • Employee Eligibility Determination if needed • Strategies to Mitigate Rising Cost	
Compliance Support	Included
Designated Account Executive to assist with Health Care Reform News, Review of Compliance Requirements and Support Questions as requested: • COBRA • FMLA • HIPAA • HIPAA Privacy • ADA • Section 125 • Medicare Part D • CHIPRA • ACA • Compliance Newsletter Blast	



Administrative Services – Compliance	
• COBRA Administration (Outside Vendor) • Springbuk Analytics or similar (Outside Vendor) • Employee Navigator Administrative Service (Outside Vendor) • Mineral (Outside Vendor) • Plan Document and Group Policy/SPD/Certificate Review • Compliance Audit • Agency Engagement in Health Care Legislation on State and Federal Level • Model Notices (including ACA) • FMLA Administration • FSA Administration	Included Included Included Included Included Included Included TBD TBD
Other Services	Included
Eligibility Management Assistance • Determining Full-Time Status (per ACA) • Vetting of Online Enrollment and Communication Systems • Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility • Documentation Requirements • Contribution Strategies Employee Communication and Services • Onsite or Webcast Open Enrollment Meetings • Custom PowerPoint Presentations with voice over • Benefit Summary Guides • Employee Benefit Technology Enrollment Employee Benefit Website Portal – Employee Navigator • An easy way to provide information to your employees • This Portal is a complete employee communication system that helps you streamline processes, and improve communication • Online Enrollment Capabilities • Carrier Resources and Tools (including EDI File Feeds) Designated Horton Employee Claims Advocate / Product Support Claims, Billing, Eligibility Assistance, Benefit Administration Assistance Employer Services: Mineral Benefit Resource • HR-related articles • Access to a community of HR Professionals Benefit Education and Communication • Healthcare Literacy • Benefit Alerts • Compliance – Legislative Alerts	



Additional Services - Medicare Resources	Included
• Medicare 101 Training • Onsite Medicare Seminar for groups of 10 or more • Virtual Medicare Webinar for groups less than 10 One on One Medicare counseling available	
Additional Expertise Available Through Horton	
WORKSITE - Voluntary Benefits The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability and supplemental vision, dental and high-deductible health plan gap plans including: critical illness and accident insurance.	
Personal Lines Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net worth individuals.	
Property & Casualty / Risk Management Services Horton Risk Management Services provides property, general liability, automobiles, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.	
Safety Consulting and Loss Control From employee orientation and training to job-site inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation	
Financial Wellness By merging with Marsh & McLennan Agency, Horton has deepened its resources to include Retirement planning expertise and can assist organizations with services to maximize the organization's fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees.	
Population Health Management / Worksite Wellness By merging with Marsh & McLennan Agency, Horton assists clients with expanding worksite wellness efforts or helps create them from the ground up. This can include biometric screenings, flu shots, and much more.	
Benefit Technology / Benefit Concierge Services Horton can provide consultation and vetting of third-party benefit technology software to assist with open enrollment, payroll and HRIS needs.	

RAFFLE LICENSE APPLICATION



Date: 7/24/2025

1. Organization name: GiGi's Playhouse Tinley Park

2. Organization address: 15954 S Harlem Ave, Tinley Park, IL 60477

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: 11 years (Sept 2013)

6. Place and date of incorporation: Chicago, April 2013

7. Number of members in good standing: Board Members - 9

8. President/chairperson: Molly Chesna

Address: [REDACTED]

Phone: [REDACTED] Email: mchesna@gigisplayhouse.org

9. Raffle manager: Celine Bucci

Address: [REDACTED]

Phone: [REDACTED] Email: cbucci@gigisplayhouse.org

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

Name: Celine Bucci

Address: [REDACTED] Phone: [REDACTED]

Name: _____

Address: _____ Phone: _____

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: cbucci@gigisplayhouse.org

12. Date(s) for raffle ticket sales (include days of the week): Monday, Month Day - Friday, October 17th

13. Location of ticket sales: 15954 S Harlem Ave, Tinley Park, IL 60477
14. Name and address of location for determining winners:
Tuscany Falls Banquets, 9425 W 191st St, Mokena, IL 60448
15. Date(s) for determining winners (include days of the week):
Friday, October 17, 2025
16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 15,000
17. Maximum retail value of each prize: \$ 10,000 \$2,500 \$1,000 \$1
18. Maximum price charged of each ticket (chance) sold: \$ 100
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: GiGi's Playhouse Tinley Park

Executive Director: Karen Connelly

TO BE COMPLETED BY VILLAGE STAFF

Date Received: July 28, 2025

Date Approved: August 6, 2025

Date Expires: October 27, 2025

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

RAFFLE LICENSE APPLICATION



Date: 7/25/2025

1. Organization name: Illinois Arborist Association

2. Organization address: PO Box 860 - Antioch, IL 60002

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: 43 years

6. Place and date of incorporation: December 27, 1982 - Chicago, IL

7. Number of members in good standing: 1287

8. President/chairperson: Eric Hendrickson

Address: Village of Lombard 255 E Wilson Ave. Lombard, IL 60148

Phone: [REDACTED] Email: hendricksone@villageoflombard.org

9. Raffle manager: Mike Priller

Address: Zion Park District - 2400 Dowie Memorial Drive, Zion, IL 60099

Phone: [REDACTED] Email: mpriller@zionparkdistrict.org

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

Name: April Toney - Executive Director, Illinois Arborist Association

Address: PO Box 860, Antioch, IL 60002 Phone: [REDACTED]

Name: Mike Priller - TREE Fund Liaison

Address: [REDACTED] Phone: [REDACTED]

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: april@illinoisarborist.org

12. Date(s) for raffle ticket sales (include days of the week): Tuesday, November 18, 2025

13. Location of ticket sales: Tinley Park Convention Center 18451 Convention Center Dr. Tinley Park, IL
14. Name and address of location for determining winners:
Tinley Park Convention Center
15. Date(s) for determining winners (include days of the week):
Tuesday, November 18, 2025
16. Total retail value of all prizes (maximum prize amount \$250,000): \$ \$2,500
17. Maximum retail value of each prize: \$ \$5 - \$500
18. Maximum price charged of each ticket (chance) sold: \$ \$20 for arm length
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: Illinois Arborist Association

Executive Director: April Toney

TO BE COMPLETED BY VILLAGE STAFF

Date Received: July 29, 2025

Date Approved: August 6, 2025

Date Expires: November 18, 2025

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 07/18/2025 - 07/18/2025

POSTED PAID

BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction 7-ELEVEN 062025	7-ELEVEN	01-17-220-72540 327.00	JUNE 2025 - VILLAGE OF TINLE 647		ACH Transaction	327.00
Total 7-ELEVEN:						327.00
AIR ONE EQUIPMENT, INC 223146	AIR ONE EQUIPMENT, INC	30-00-000-74615 489,218.00	SCBA AND FACEPIECE REPLACEME 648		ACH Transaction	489,218.00
Total AIR ONE EQUIPMENT, INC:						489,218.00
AL WARREN OIL CO INC w1762810	AL WARREN OIL CO INC	01-17-205-73535 458.28 60-00-000-73535 91.43 63-00-000-73535 30.48 64-00-000-73535 52.24 01-26-023-73535 137.48 01-26-025-73535 64.16 01-21-000-72540 55.00 01-33-300-72540 27.49	OIL - CAM2 5w-20 S/B	649	ACH Transaction	916.56
Total AL WARREN OIL CO INC:						916.56
AMAZON CAPITAL SERVICES, INC. 1KX1-GJTY-TR93	AMAZON CAPITAL SERVICES, INC.	01-17-225-73110 295.58	VIVO 42 INCH ELECTRNOIC MOTO 650		ACH Transaction	295.58
1KTP-WJV4-XGTD	AMAZON CAPITAL SERVICES, INC.	01-17-205-73110 216.98	LEXMARK 52D1H00 HIGH YIELD T 650		ACH Transaction	216.98
19W4-NNNY-V9RD	AMAZON CAPITAL SERVICES, INC.	01-77-000-72550 59.97	10GSUPXSEL CAT6A PATCH CABLE 650		ACH Transaction	59.97
17YJ-QKFQ-DHG7	AMAZON CAPITAL SERVICES, INC.	01-26-023-73410 12.06	VIBRA-TITE VIZ-TORQUE TAMPER 650		ACH Transaction	12.06
1N91-MMVQ-JN43	AMAZON CAPITAL SERVICES, INC.	01-17-205-73110 35.98	DOUBLE SIDED TAPE HEAVY DUT 650		ACH Transaction	35.98
1VKP-DFHN-JLPC	AMAZON CAPITAL SERVICES, INC.	01-14-000-72974 17.99	LOCONHA LANYARDS FOR SAFETY 650		ACH Transaction	17.99
163P-K1Q7-J7M7	AMAZON CAPITAL SERVICES, INC.	01-75-206-73870 291.12	UTOPIA KITCHEN TABLECLOTHS # 650		ACH Transaction	291.12
1RHD-PY4V-3HFN	AMAZON CAPITAL SERVICES, INC.	01-35-000-73870 99.00	30X42 INCH HIGHBOY COCKTAIL 650		ACH Transaction	99.00
1TLT-FF76-36WV	AMAZON CAPITAL SERVICES, INC.	01-26-025-72520 26.99	SMALL PORTABLE SPACE HEATER 650		ACH Transaction	26.99
1736-K3DP-9M9W	AMAZON CAPITAL SERVICES, INC.	01-26-023-73110 35.92	LZYYTEE DECORATIVE MAGNETIC 650		ACH Transaction	35.92
1YH3-9QXG-VFV3	AMAZON CAPITAL SERVICES, INC.	01-14-000-73110 84.49	AMAZON BASIC RUBBER BANDS #1 650		ACH Transaction	84.49
1VCF-NP6V-JPV9P	AMAZON CAPITAL SERVICES, INC.	01-75-206-72923 46.55	MIFFLIN USA PASSPORT HOLDER 650		ACH Transaction	46.55

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 07/18/2025 - 07/18/2025

POSTED PAID

BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
AMAZON CAPITAL SERVICES, INC.						
1Y7C-VJJ6-L1MX	AMAZON CAPITAL SERVICES, INC.	01-17-205-73110 48.19	AMAZON BASICS CLASP KRAFT EN 650		ACH Transaction	48.19
1XQN-NX14-96NW	AMAZON CAPITAL SERVICES, INC.	64-00-000-72540 29.85 63-00-000-72540 17.41 60-00-000-72540 52.24 01-26-023-72540 99.50	TYER AUTO 3.5" RUDER RUNING 650		ACH Transaction	199.00
1MT4-7JM4-QFG4	AMAZON CAPITAL SERVICES, INC.	01-26-025-74110 209.83	ES ROBBINS RECTANGLE CARD FL 650		ACH Transaction	209.83
1KCF-GNDW-4RNN	AMAZON CAPITAL SERVICES, INC.	01-26-023-73410 179.34	GENUINE OEM 16" CHAINSAW CHA 650		ACH Transaction	179.34
1WFL-W33G-L474	AMAZON CAPITAL SERVICES, INC.	01-14-000-73110 37.04	BIC BRITE LINER HIGHLIGHTERS 650		ACH Transaction	37.04
Total AMAZON CAPITAL SERVICES, INC.:						1,896.03
AMSIVE LLC						
188699	AMSIVE LLC	60-00-000-72310 404.54 64-00-000-72310 173.38	PRINITING - MONTHLY LATE NOT 652		ACH Transaction	577.92
Total AMSIVE LLC:						577.92
ARC ILLINOIS / ARC IMAGING						
965914	ARC ILLINOIS / ARC IMAGING	01-35-000-73110 123.65	HP 727 YELLOW INK CARTRIDGE 653		ACH Transaction	123.65
Total ARC ILLINOIS / ARC IMAGING:						123.65
BEHRENS, JERRY						
071525	BEHRENS, JERRY	01-14-000-72435 247.00	JULY 2025 MEDICARE REIMBURS 654		ACH Transaction	247.00
Total BEHRENS, JERRY:						247.00
BLUE CROSS BLUE SHIELD OF IL						
ILLB1212	BLUE CROSS BLUE SHIELD OF IL	01-14-000-72435 4,879.99	RETIREE MEDICARE SUPPLEMENT 655		ACH Transaction	4,879.99
ILO65LB000001212-0	BLUE CROSS BLUE SHIELD OF IL	01-14-000-72435 8,540.00	RETIREE MEDICARE SUPPLEMENT 656		ACH Transaction	8,540.00
Total BLUE CROSS BLUE SHIELD OF IL:						13,419.99
CHANDLER SERVICES CORPORATION						
3024	CHANDLER SERVICES CORPORATION	01-19-000-72540 4,710.83	EMERGENCY REPAIRS TO E49 - P 657		ACH Transaction	4,710.83
Total CHANDLER SERVICES CORPORATION:						4,710.83
CHICAGO PARTS & SOUND ENTERPRISES LLC						
43V0004040	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-220-72540 63.38	RUBBER - TPMS SENSOR ASSY -- 658		ACH Transaction	63.38
43V0004017	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-220-72540 20.43	MOTOR ASSY - POLICE UNIT #9B 658		ACH Transaction	20.43
40C0010240	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-220-72540 (22.00)	SCRAP BATTERY - CORE RETURN 658		ACH Transaction	(22.00)

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
43V0004080	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-35-000-72540 257.46	22-25 EXPLORER ST BLACK UNIT 658		ACH Transaction	257.46
43V0003955	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-21-000-72540 595.27	ALTERNATOR, CORE, TENSIONER, 658		ACH Transaction	595.27
Total CHICAGO PARTS & SOUND ENTERPRISES LLC:						914.54
CHRISTOPHER B.BURKE ENGINEERNG						
202498	CHRISTOPHER B.BURKE ENGINEERNG	75-00-000-72742-0323 0.00	HARMONY SQUARE INFRASTRUCTUR 659		ACH Transaction	18,358.45
		75-00-002-72742-0323 15,237.51				
		33-00-002-72742-0323 3,120.94				
202497	CHRISTOPHER B.BURKE ENGINEERNG	01-26-023-72840 1,045.00	01.R160373.00002 - INTERIM V 659		ACH Transaction	1,045.00
Total CHRISTOPHER B.BURKE ENGINEERNG:						19,403.45
CITY ESCAPE GARDEN & DESIGN						
14619	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 6,990.00	MOWING - JUNE WATERING SERVI 660		ACH Transaction	6,990.00
14614	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 13,150.00	LANDSCAPE BED MAINTENANCE - 660		ACH Transaction	13,150.00
Total CITY ESCAPE GARDEN & DESIGN:						20,140.00
CROSSMARK PRINTING INC						
100414	CROSSMARK PRINTING INC	01-17-205-72310 77.00	POLICE STAR BUSINESS CARD - 661		ACH Transaction	77.00
Total CROSSMARK PRINTING INC:						77.00
CULLEN CONSTRUCTION MANAGEMENT						
4229	CULLEN CONSTRUCTION MANAGEMENT	75-00-002-72742-0323 21,500.00	HARMONY SQUARE -PROFESSIONAL 662		ACH Transaction	21,500.00
Total CULLEN CONSTRUCTION MANAGEMENT:						21,500.00
ELEMENT GRAPHICS & DESIGN, INC						
30938	ELEMENT GRAPHICS & DESIGN, INC	01-17-220-72540 720.00	1688 WINDOW TINTING 2013 FOR 663		ACH Transaction	720.00
30954	ELEMENT GRAPHICS & DESIGN, INC	01-17-220-72540 1,781.62	1275 - POLICE GRAPHICS KIT 2 663		ACH Transaction	1,781.62
30904	ELEMENT GRAPHICS & DESIGN, INC	01-19-000-72520 766.90	1219 - EMERGENCY VEHICLE DEC 663		ACH Transaction	766.90
30929	ELEMENT GRAPHICS & DESIGN, INC	01-19-000-72520 1,198.31	VINYL GRAPHICS - GARAGE DECA 663		ACH Transaction	1,198.31
30943	ELEMENT GRAPHICS & DESIGN, INC	30-00-000-74226 1,002.16	MISC VEHICLE GRAPHICS - EMA 663		ACH Transaction	1,002.16
Total ELEMENT GRAPHICS & DESIGN, INC:						5,468.99
G. W. BERKHEIMER CO., INC.						
8003443	G.W. BERKHEIMER CO., INC.	01-26-025-72520 20.64	0474802 16X25X2 XP STD2-202 664		ACH Transaction	20.64
7950406	G.W. BERKHEIMER CO., INC.	01-26-025-72520 113.92	48341 20X24X2 PLEATED DISPOS 664		ACH Transaction	113.92
Total G. W. BERKHEIMER CO., INC.:						134.56

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 07/18/2025 - 07/18/2025

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
HENRY'S HOUSE OF DECORATED						
1833	HENRY'S HOUSE OF DECORATED APPAREL	01-35-000-73610 201.00	SPORT TEK RACER MESH POLO PU 665		ACH Transaction	201.00
1920	HENRY'S HOUSE OF DECORATED APPAREL	01-19-000-73610 314.00	BLANKET P.O.- UNIFORMS - BIL 665		ACH Transaction	314.00
4351	HENRY'S HOUSE OF DECORATED APPAREL	01-19-000-73610 972.00	BLANKET P.O.- UNIFORMS - ONL 665		ACH Transaction	972.00
4353	HENRY'S HOUSE OF DECORATED APPAREL	01-19-000-73610 682.00	BLANKET P.O.- UNIFORMS - REI 665		ACH Transaction	682.00
Total HENRY'S HOUSE OF DECORATED:						2,169.00
HOMER INDUSTRIES						
5232793	HOMER INDUSTRIES	01-26-023-72890 100.00	DROP CHARGES - CHIPS 7/9/25 666		ACH Transaction	100.00
Total HOMER INDUSTRIES:						100.00
HOMEWOOD DISPOSAL SERVICE						
9465596	HOMEWOOD DISPOSAL SERVICE	01-26-023-72890 2,892.80	HWD TSF GARBAGE TONS TKTS #1 667		ACH Transaction	2,892.80
9464766	HOMEWOOD DISPOSAL SERVICE	01-26-023-72890 4,299.20	HWD TSF GARBAGE TONS TKTS# 1 667		ACH Transaction	4,299.20
Total HOMEWOOD DISPOSAL SERVICE:						7,192.00
LAKESIDE CONSULTANTS						
TP-070225	LAKESIDE CONSULTANTS	01-33-300-72790 39,946.77	FISCAL 2026 THIRD PARTY INSP 668		ACH Transaction	39,946.77
TP-070225PT	LAKESIDE CONSULTANTS	01-33-300-72790 4,762.50	FISCAL 2026 THIRD PARTY INSP 668		ACH Transaction	4,762.50
Total LAKESIDE CONSULTANTS:						44,709.27
LENNY'S GAS N WASH 183RD ST						
5464	LENNY'S GAS N WASH 183RD ST	01-17-220-72540 196.00	CAR WASH - PD JUNE '25 ACCT 669		ACH Transaction	196.00
5465	LENNY'S GAS N WASH 183RD ST	60-00-000-72540 4.20 63-00-000-72540 1.40 64-00-000-72540 2.40 01-26-023-72540 12.00 01-26-025-72540 32.00	CAR WASH - PW JUNE '25 ACCT 669		ACH Transaction	52.00
Total LENNY'S GAS N WASH 183RD ST:						248.00
LEXISNEXIS RISK DATA MNGMNT						
1100163298	LEXISNEXIS RISK DATA MNGMNT	01-17-225-72852 150.00	JUNE 2025 MINIMUM COMMITMENT 670		ACH Transaction	150.00
Total LEXISNEXIS RISK DATA MNGMNT:						150.00
MACQUEEN EMERGENCY GROUP						
W05454	MACQUEEN EMERGENCY GROUP	01-19-000-72540 661.62	VELOCITY AERIAL - PRIMER SWI 671		ACH Transaction	661.62
Total MACQUEEN EMERGENCY GROUP:						661.62

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 07/18/2025 - 07/18/2025

POSTED PAID

BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
MGT IMPACT SOLUTIONS LLC						
MGT36986	MGT IMPACT SOLUTIONS LLC	01-15-000-72790 8,905.91	MGT EMPLOYEE LEASING & RECRU 672		ACH Transaction	8,905.91
Total MGT IMPACT SOLUTIONS LLC:						8,905.91
MIDWEST MECHANICAL GROUP LLC						
MC0000145359	MIDWEST MECHANICAL GROUP LLC	01-26-025-72790 700.00	CONTRACT NO: MP40386 SITE CO 673		ACH Transaction	700.00
Total MIDWEST MECHANICAL GROUP LLC:						700.00
NORTHERN SAFETY CO. INC.						
906985520	NORTHERN SAFETY CO. INC.	60-00-000-73845 27.93 63-00-000-73845 3.10 64-00-000-73845 13.30 01-26-023-73845 44.34 01-26-025-73845 22.17	ORDER# 982426522 NSI SOFTFIT 674		ACH Transaction	110.84
Total NORTHERN SAFETY CO. INC.:						110.84
OFFICE REVOLUTION LLC						
127172	OFFICE REVOLUTION LLC	77-00-000-75112-0470 9,636.91 77-00-000-75112-0470 395.76	EOC RENOVATION CONFERENCE TA 675		ACH Transaction	10,032.67
Total OFFICE REVOLUTION LLC:						10,032.67
P.T. FERRO CONSTRUCTION COMPAN						
48337	P.T. FERRO CONSTRUCTION COMPAN	75-00-002-72742-0323 42,587.50 75-00-002-72742-0323 102,936.72 33-00-002-72742-0323 29,806.16	HARMONY SQUARE INFRASTRUCTUR 676		ACH Transaction	175,330.38
Total P.T. FERRO CONSTRUCTION COMPAN:						175,330.38
PITNEY BOWES-PURCHASE POWER PD						
1027693664	PITNEY BOWES-PURCHASE POWER PD	01-14-000-72110 150.00	ACCT# 0012198182 CONNECT+/SE 677		ACH Transaction	150.00
Total PITNEY BOWES-PURCHASE POWER PD:						150.00
RAY O' HERRON CO INC						
2420545	RAY O' HERRON CO INC	01-17-205-73610 368.00	RHOD BADGE PAIN SEAL - TP PO 678		ACH Transaction	368.00
2422086	RAY O' HERRON CO INC	01-17-205-73610 357.89	RHOD BADGE PLAIN SEARL - RET 678		ACH Transaction	357.89
2421259	RAY O' HERRON CO INC	01-19-000-73610 153.89	BLANKET PURCHASE ORDER FOR U 678		ACH Transaction	153.89
2421632	RAY O' HERRON CO INC	01-19-000-73610 433.33	BLANKET PURCHASE ORDER FOR U 678		ACH Transaction	433.33
2421962	RAY O' HERRON CO INC	01-19-000-73610 248.90	BLANKET PURCHASE ORDER FOR U 678		ACH Transaction	248.90

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
RAY O' HERRON CO INC 2421972	RAY O' HERRON CO INC	01-19-000-73610 68.48	BLANKET PURCHASE ORDER FOR U 678		ACH Transaction	68.48
2422009	RAY O' HERRON CO INC	01-19-000-73610 134.96	BLANKET PURCHASE ORDER FOR U 678		ACH Transaction	134.96
Total RAY O' HERRON CO INC:						1,765.45
SERVICE SANITATION, INC.						
9093840	SERVICE SANITATION, INC.	01-75-206-72923-0082 510.00	PORTABLE RESTROOMS - FARMERS 679		ACH Transaction	510.00
Total SERVICE SANITATION, INC.:						510.00
SIRCHIE						
0700479-IN	SIRCHIE	01-17-225-73600 419.07	EVID COLL TUBES 3X12/8, SYRI 680		ACH Transaction	419.07
0698982-IN	SIRCHIE	01-17-225-73600 815.91	SPITSHIELD, 100PK 680		ACH Transaction	815.91
0700287-IN	SIRCHIE	01-17-225-73600 615.25	CAP SHURE STERILE SWABS 500/ 680		ACH Transaction	615.25
0701146-IN	SIRCHIE	01-17-225-73600 78.90	PHOTO ID MARKERS, LISTING TA 680		ACH Transaction	78.90
Total SIRCHIE:						1,929.13
STEINER ELECTRIC COMPANY						
S007801637.001	STEINER ELECTRIC COMPANY	01-26-025-73410 449.94	HEAVY DUTY IMPACT FLIP SOCKE 681		ACH Transaction	449.94
S007797964.001	STEINER ELECTRIC COMPANY	01-26-025-72520 38.66	STANDARD POWER PK 681		ACH Transaction	38.66
Total STEINER ELECTRIC COMPANY:						488.60
TELADOC HEALTH INC						
3323399	TELADOC HEALTH INC	01-14-000-72447 1,570.80 01-00-000-13601 204.60	FY26 BEHAVIORAL HEALTH SERVI 682		ACH Transaction	1,775.40
Total TELADOC HEALTH INC:						1,775.40
THE LAKOTA GROUP, INC.						
23017.02-13	THE LAKOTA GROUP, INC.	75-00-002-72742-0323 7,236.88 33-00-002-72742-0323 1,482.25	HARMONY SQUARE PROJECT 6/1-6 683		ACH Transaction	8,719.13
Total THE LAKOTA GROUP, INC.:						8,719.13
THE RETAIL COACH						
5724	THE RETAIL COACH	01-33-320-72750 623.27	THE RETAIL COACH CONTRACT 684		ACH Transaction	623.27
Total THE RETAIL COACH:						623.27
TRINIDAD, ANTHONY						
070325	TRINIDAD, ANTHONY	01-14-000-72435 816.52	HUMANA TRICARE PREMIUM - JUL 685		ACH Transaction	816.52
Total TRINIDAD, ANTHONY:						816.52
UNDERGROUND PIPE & VALVE CO						

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ACH Transaction						
073595-02	UNDERGROUND PIPE & VALVE CO	60-00-000-73630	WATER MAIN CLAMPS	686	ACH Transaction	450.00
		283.50				
		63-00-000-73630				
		31.50				
		64-00-000-73630				
074545	UNDERGROUND PIPE & VALVE CO	135.00	WATER MAIN REPAIR CLAMPS	686	ACH Transaction	3,085.00
		60-00-000-73630				
		1,253.70				
		63-00-000-73630				
		139.30				
		64-00-000-73630				
		597.00				
		60-00-000-73630				
		689.85				
		63-00-000-73630				
		76.65				
		64-00-000-73630				
		328.50				

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ACH Transaction						
074184	UNDERGROUND PIPE & VALVE CO	60-00-000-73630	WATER MAIN LUGS & MAIN BREAK 686	686	ACH Transaction	3,436.00
		292.95				
		63-00-000-73630				
		32.55				
		64-00-000-73630				
		139.50				
		60-00-000-73630				
		338.31				
		63-00-000-73630				
		37.59				
		64-00-000-73630				
		161.10				
		60-00-000-73630				
		250.74				
		63-00-000-73630				
		27.86				
		64-00-000-73630				
		119.40				
		60-00-000-73630				
		401.94				
		63-00-000-73630				
		44.66				
		64-00-000-73630				
		191.40				
		60-00-000-73630				
		313.74				
		64-00-000-73630				
		144.00				
		63-00-000-73630				
		33.60				
		60-00-000-73630				
		302.40				
		64-00-000-73630				
		126.00				
		63-00-000-73630				
		29.40				
		60-00-000-73630				
		264.60				
		64-00-000-73630				
		149.40				
		63-00-000-73630				
		34.86				
Total UNDERGROUND PIPE & VALVE CO:						6,971.00
184	UNITED HEALTHCARE AARP	01-14-000-72435	RETIREE MEDICARE SUPPLEMENT 687	687	ACH Transaction	8,738.83
		8,738.83				
Total UNITED HEALTHCARE AARP:						8,738.83
WAREHOUSE DIRECT INC						
5957198-0	WAREHOUSE DIRECT INC	01-19-000-73110	COPY PAPER - FD	688	ACH Transaction	219.95
		219.95				
5845341-0	WAREHOUSE DIRECT INC	01-26-025-74110	LOCK CORE REPLACEMENT KIT - B 688	688	ACH Transaction	227.14
		227.14				
Total WAREHOUSE DIRECT INC:						447.09

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ACH Transaction WELLNESS IQ INC 00022093	WELLNESS IQ INC	01-14-000-72447 930.75	FY26 MOBILE WELLNESS PROGRAM 689		ACH Transaction	930.75
Total WELLNESS IQ INC:						930.75
WEST SIDE TRACTOR SALES S54785	WEST SIDE TRACTOR SALES	60-00-000-72540 186.99 63-00-000-72540 62.33 64-00-000-72540 106.85	SWITCH KIT, INBOUND UPS, WAT 690		ACH Transaction	356.17
Total WEST SIDE TRACTOR SALES:						356.17
WEX HEALTH INC 0002188901-IN	WEX HEALTH INC	01-12-000-72449 272.00 01-12-000-72449 25.00	FY26 WEX ADMINISTRATIVE FEES 691		ACH Transaction	297.00
Total WEX HEALTH INC:						297.00
Total ACH Transaction:						863,903.55
EFT Transfer FIFTH THIRD BANK 06/03/2025	COMCAST / XFINITY	01-16-000-72125 186.29	STATION 48 INTERNET	640	EFT Transfer	186.29
06/03/2025	COMCAST / XFINITY	01-16-000-72125 172.90	STATION 49 INTERNET	640	EFT Transfer	172.90
06/16/2025	COMCAST / XFINITY	01-16-000-72125 252.29	VILLAGE HALL INTERNET	640	EFT Transfer	252.29
06/16/2025	ZOOM.COM 888-799-9666	01-16-000-72655 2,198.90	VIDEO CONFERENCING	640	EFT Transfer	2,198.90
06/17/2025	1PASSWORD	01-16-000-72655 671.16	PASSWORD MANAGEMENT	640	EFT Transfer	671.16
06/24/2025	COMCAST / XFINITY	01-16-000-72125 172.34	STATION 47 INTERNET	640	EFT Transfer	172.34
06/02/2025	SOUTHERN FOLGER CONTRA INCLINE VILLA NV	01-17-220-73600 184.72	CELL KEYS FOR LOCKUP	640	EFT Transfer	184.72
06/03/2025	DALLAS CHILDRENS ADVOC	01-17-205-72170 895.00	CRIMES AGAINST CHILDREN - VA 640	640	EFT Transfer	895.00
06/03/2025	DALLAS CHILDRENS ADVOC	01-17-205-72170 895.00	CRIMES AGAINST CHILDREN - RZ 640	640	EFT Transfer	895.00
06/03/2025	ILSOS NOTARY	01-17-205-72720 (16.00)	NOTARY PURCHASE CANCELLED - 640	640	EFT Transfer	(16.00)
06/06/2025	FBI LEEDA INC	01-17-205-72140 795.00	CLI - ORLAND PARK - BONAREK 640	640	EFT Transfer	795.00
06/06/2025	PAYPAL HOME DEPOT	01-17-225-73600 722.16	ADVANCE ET TEAM SUPPLY STORA 640	640	EFT Transfer	722.16
06/09/2025	PAYPAL BESTBUY COM	01-17-225-73600 145.45	INTERNAL HARD DRIVE	640	EFT Transfer	145.45
06/09/2025	SQ PRO DETAILS ON DEM	01-17-220-72540 200.00	DETAIL FOR DARE 1	640	EFT Transfer	200.00
06/11/2025	ABT.COM	01-17-220-73600 668.00	FREEZER FOR PD BREAK ROOM	640	EFT Transfer	668.00

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EFT Transfer FIFTH THIRD BANK 06/16/2025	GRACIE GLOBAL LLC	01-17-220-72140 1,500.00	GRACIE SURVIVAL TACTICS - MI 640		EFT Transfer	1,500.00
06/16/2025	GRACIE GLOBAL LLC	01-17-220-72140 1,500.00	GRACIE SURVIVAL TACTICS LEVE 640		EFT Transfer	1,500.00
06/16/2025	PEORIA MARRIOTT PERE M	01-17-205-72170 500.25	IJOA/IDOA 2025 ANNUAL CONF - 640		EFT Transfer	500.25
06/16/2025	PEORIA MARRIOTT PERE M	01-17-205-72170 500.25	IJOA/IDOA 2025 ANNUAL CONF - 640		EFT Transfer	500.25
06/19/2025	GRACIE GLOBAL LLC	01-17-220-72140 1,500.00	GRACIE SURVIVAL TACTICS LVL2 640		EFT Transfer	1,500.00
06/02/2025	FASTSIGNS TINLEY PARK	01-35-100-72790 247.68	ALE TRAIL TROLLEY SIGNS 640		EFT Transfer	247.68
06/02/2025	ADMIT ONE PRODUCTS IRVINE CA	01-75-206-72923-0050 342.12	BLOCK PARTY RIDE TICKETS 640		EFT Transfer	342.12
06/04/2025	FACEBK BCJH7T48G2	01-35-000-72653 205.00	BOOSTED POSTS 640		EFT Transfer	205.00
06/09/2025	CHICAGO TRIBUNE SUBS	01-35-000-72720 44.00	MONTHLY SUBSCRIPTION 640		EFT Transfer	44.00
06/09/2025	EIG CONSTANTCONTACT.C	01-35-000-72720 2,341.50	YEARLY SUBSCRIPTION 640		EFT Transfer	2,341.50
06/10/2025	WALGREENS #4743	01-11-000-72790 23.92	PHOTOS FOR LOBBY 640		EFT Transfer	23.92
06/12/2025	POTBELLYCATERING	01-35-000-72220 206.98	MARKETING MEETING 640		EFT Transfer	206.98
06/12/2025	BLIP BILLBOARDS	01-35-100-72983 28.93	DIGITAL BILLBOARDS 640		EFT Transfer	28.93
06/16/2025	B&H PHOTO 800-606-696	01-26-025-73570 3,209.00	CONTROLLER 640		EFT Transfer	3,209.00
06/16/2025	BLIP BILLBOARDS	01-35-100-72983 50.00	DIGITAL BILLBOARDS 640		EFT Transfer	50.00
06/16/2025	THE TIMES	01-35-000-72720 24.99	MONTHLY SUBSCRIPTION 640		EFT Transfer	24.99
06/16/2025	FACEBK MEBUSPGF92	01-35-000-72653 0.05	INSTAGRAM AD 640		EFT Transfer	0.05
06/16/2025	FACEBK TEMP HOLD AUPB	01-35-000-72653 2.00	INSTAGRAM AD 640		EFT Transfer	2.00
06/16/2025	FACEBK TEMP HOLD YXVC	01-35-000-72653 2.00	INSTAGRAM AD 640		EFT Transfer	2.00
06/16/2025	FACEBK SRPAGQYE92	01-35-000-72653 1.04	INSTAGRAM AD 640		EFT Transfer	1.04
06/16/2025	FACEBK TEMP HOLD HLAN	01-35-000-72653 2.00	INSTAGRAM AD 640		EFT Transfer	2.00
06/16/2025	FACEBK TEMP HOLD 6AB6	01-35-000-72653 3.00	INSTAGRAM AD 640		EFT Transfer	3.00
06/16/2025	FACEBK 6L9SGRLE92	01-35-000-72653 1.96	INSTAGRAM AD 640		EFT Transfer	1.96
06/16/2025	FACEBK MMEMBPLF92	01-35-000-72653 3.06	INSTAGRAM AD 640		EFT Transfer	3.06
06/16/2025	FACEBK TEMP HOLD YBF4	01-35-000-72653 5.00	INSTAGRAM AD 640		EFT Transfer	5.00
06/16/2025	FACEBK TEMP HOLD 7RNF	01-35-000-72653 8.00	INSTAGRAM AD 640		EFT Transfer	8.00

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EFT Transfer FIFTH THIRD BANK 06/16/2025	ISSUU	01-35-000-72720 2,259.00	ANNUAL SUBSCRIPTION	640	EFT Transfer	2,259.00
06/16/2025	ADOBE ADOBE	01-35-000-72720 79.99	MONTHLY SUBSCRIPTION	640	EFT Transfer	79.99
06/16/2025	FACEBK VDUFJRLE92	01-35-000-72653 4.00	INSTAGRAM AD	640	EFT Transfer	4.00
06/16/2025	FACEBK KER2ET88G2	01-35-000-72653 126.85	PAID POST	640	EFT Transfer	126.85
06/16/2025	FACEBK LCRVKQYE92	01-35-000-72653 6.01	INSTAGRAM AD	640	EFT Transfer	6.01
06/16/2025	FACEBK TEMP HOLD 2VK4	01-35-000-72653 12.00	INSTAGRAM AD	640	EFT Transfer	12.00
06/16/2025	BLIP BILLBOARDS	01-35-100-72983 50.00	DIGITAL BILLBOARDS	640	EFT Transfer	50.00
06/16/2025	FACEBK TEMP HOLD K8T3	01-35-000-72653 18.00	INSTAGRAM AD	640	EFT Transfer	18.00
06/17/2025	FACEBK 3NG8NQYE92	01-35-000-72653 9.08	INSTAGRAM AD	640	EFT Transfer	9.08
06/18/2025	BLIP BILLBOARDS	01-35-100-72983 50.00	DIGITAL BILLBOARDS	640	EFT Transfer	50.00
06/20/2025	BLIP BILLBOARDS	01-35-100-72983 50.59	DIGITAL BILLBOARDS	640	EFT Transfer	50.59
06/20/2025	FACEBK MLYS3Q4F92	01-35-000-72653 3.27	INSTAGRAM AD	640	EFT Transfer	3.27
06/23/2025	BLIP BILLBOARDS	01-35-100-72983 36.53	DIGITAL BILLBOARDS	640	EFT Transfer	36.53
06/25/2025	JEWEL OSCO 3165	01-75-206-73870 37.16	SUPPLIES FOR GREEN ROOM	640	EFT Transfer	37.16
06/26/2025	TARGET 00008425	01-75-206-73870 10.38	SUPPLIES FOR GREEN ROOM	640	EFT Transfer	10.38
06/27/2025	JEWEL OSCO 3051	01-75-206-73870 7.49	SUPPLIES FOR GREEN ROOM	640	EFT Transfer	7.49
06/30/2025	BLIP BILLBOARDS	01-35-100-72983 50.00	DIGITAL BILLBOARDS	640	EFT Transfer	50.00
06/30/2025	DOLLAR TREE	01-75-206-72923 2.50	FARMERS MARKET SUPPLIES	640	EFT Transfer	2.50
06/30/2025	JEWEL OSCO 3165	01-75-206-73870 7.98	SUPPLIES FOR GREEN ROOM	640	EFT Transfer	7.98
06/30/2025	BLIP BILLBOARDS	01-35-100-72983 50.00	DIGITAL BILLBOARDS	640	EFT Transfer	50.00
06/09/2025	I HOTEL	01-33-000-72170 359.34	2025 IL CITY COUNCIL MGMT AS	640	EFT Transfer	359.34
06/09/2025	I HOTEL	01-33-310-72170 359.34	2025 IL CITY COUNCIL MGMT AS	640	EFT Transfer	359.34
06/11/2025	SAMS CLUB RENEWAL	01-14-000-72720 110.00	PLUS MEMBERSHIP	640	EFT Transfer	110.00
06/16/2025	TST ED & JOES PIZZA	01-33-000-72220 85.20	PLAN COMMISSION SPECIAL MEET	640	EFT Transfer	85.20
06/17/2025	SIMPLIFILE.COM	01-14-000-72355 93.17	E2516430320 - 7728 MARQUETTE	640	EFT Transfer	93.17
06/24/2025	SIMPLIFILE.COM	01-14-000-72355 75.81	ER2025032671 - 8636 TIMBERS	640	EFT Transfer	75.81

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EFT Transfer FIFTH THIRD BANK 06/30/2025	TAXBANDITS.COM	01-15-000-72720 21.42	BUNDLE PRICING	640	EFT Transfer	21.42
06/20/2025	ASFPM	60-00-000-72720 52.92 63-00-000-72720 10.08 64-00-000-72720 27.00 01-26-023-72720 90.00	MEMBERSHIP - ZEMAITIS	640	EFT Transfer	180.00
06/23/2025	CUMMINS OSM	01-26-023-72540 921.90	INSITE ONE YEAR SUBSCRIPTION	640	EFT Transfer	921.90
06/02/2025	APCO INTERNATIONAL INC	01-21-210-72140 525.00	EMD TRAINING FOR KNERR	640	EFT Transfer	525.00
06/04/2025	APCO INTERNATIONAL INC	01-21-210-72140 1,500.00	ILLUMINATIONS FOR 12 DISPATC	640	EFT Transfer	1,500.00
06/09/2025	APCO INTERNATIONAL INC	01-21-210-72140 35.00	EMD RECERT FOR DELIA	640	EFT Transfer	35.00
06/20/2025	SAMSClub #6485	01-21-000-73115 61.84	WATER FOR EMA	640	EFT Transfer	61.84
06/24/2025	IL DPT PUB HEALTH EMS	01-21-210-72140 31.00	EMD INITIAL LICENSE FOR CARN	640	EFT Transfer	31.00
06/02/2025	IL MUNICIPAL LEAGUE	01-13-000-72140 35.00	OMA/FOIA HANDBOOK	640	EFT Transfer	35.00
06/09/2025	HOBBY-LOBBY #0183	01-42-000-72954 87.92	PICTURE FRAMES	640	EFT Transfer	87.92
06/10/2025	MCDONALD'S F3485	01-12-000-72220 71.73	WELCOME RECEPTION - STEINKE	640	EFT Transfer	71.73
06/11/2025	JEWEL OSCO 3165	01-12-000-72220 60.20	WELCOME RECEPTION - STEINKE	640	EFT Transfer	60.20
06/27/2025	JIMMY JOHNS # 266	01-12-000-72220 74.00	WORKING LUNCH	640	EFT Transfer	74.00
06/04/2025	SAMSClub.COM	01-14-000-73115 38.88	WATER	640	EFT Transfer	38.88
06/05/2025	SAMSClub #6485	01-14-000-73115 44.44	PEANUTS, CHOCOLATE	640	EFT Transfer	44.44
06/06/2025	SAMSClub.COM	01-41-056-72937 77.62	PEANUTS, WATER, COOKIES	640	EFT Transfer	77.62
06/06/2025	SAMSClub.COM	01-17-205-73315 48.84	GATORADE	640	EFT Transfer	48.84
06/06/2025	SAMS CLUB #6485	60-00-000-73115 5.31 63-00-000-73115 5.31 64-00-000-73115 4.55 01-26-023-73115 15.18 01-26-025-73115 7.61	SPLENDA	640	EFT Transfer	37.96

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EFT Transfer FIFTH THIRD BANK 06/09/2025	SAMSClub.COM	60-00-000-73115 14.51 63-00-000-73115 14.51 64-00-000-73115 12.44 01-26-023-73115 41.47 01-26-025-73115 20.75	WATER	640	EFT Transfer	103.68
06/09/2025	SAMS CLUB #6485	01-21-000-73110 102.88	CUTLERY, PLATES	640	EFT Transfer	102.88
06/12/2025	SAMSClub.COM	01-35-100-73870 66.90	WATER, NUTRAGRAIN, COOKIES,	640	EFT Transfer	66.90
06/12/2025	SAMSClub #6485	01-26-025-73580 59.94 01-14-000-73115-0194 14.58 01-26-023-73115 40.35 01-26-025-73115 20.18 60-00-000-73115 14.12 63-00-000-73115 14.12 64-00-000-73115 12.11	PAPER TOWELS, PLATES,BOWLS,C	640	EFT Transfer	175.40
06/13/2025	SAMSClub.COM	01-26-023-73115 46.66 01-26-025-73115 23.32 60-00-000-73115 16.33 63-00-000-73115 16.33 64-00-000-73115 14.00	WATER	640	EFT Transfer	116.64
06/13/2025	SAMSClub #6485	01-14-000-73115 59.92	CUTLERY	640	EFT Transfer	59.92
06/16/2025	SAMSClub.COM	01-26-025-73580 539.36	PAPER TOWELS, VINEGAR	640	EFT Transfer	539.36
06/20/2025	SAMSClub.COM	01-17-205-73315 231.32	FOIL, COFFEE, PLATES, PLASTI	640	EFT Transfer	231.32
06/26/2025	SAMSClub.COM	60-00-000-73115 17.87 63-00-000-73115 17.87 64-00-000-73115 15.32 01-26-023-73115 51.07 01-26-025-73115 25.55	WATER	640	EFT Transfer	127.68
06/27/2025	SAMSClub.COM	01-14-000-73115 38.88	WATER	640	EFT Transfer	38.88

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
EFT Transfer FIFTH THIRD BANK 06/30/2025	SAMS CLUB #6485	01-14-000-73115 112.28	TISSUES, PLATES	640	EFT Transfer	112.28
06/30/2025	TST AURELIO'S PIZZA -	01-33-000-72220 156.57	FOOD FOR BARRETT LAST DAY	640	EFT Transfer	156.57
06/19/2025	ICMA ONLINE	01-12-000-72720 1,200.00	MEMBERSHIP RENEWAL - CARR	640	EFT Transfer	1,200.00
06/11/2025	PAYPAL IC-EC	01-19-000-72145 885.00	ADVANCED INFECTION CONTROL C	640	EFT Transfer	885.00
06/11/2025	PAYPAL IC-EC	01-19-000-72145 1,485.00	BASIC INFECTION CONTROL CLAS	640	EFT Transfer	1,485.00
06/19/2025	THE HOME DEPOT #1906	01-19-000-74619 199.00	STORAGE SHELVING FOR BUNKER	640	EFT Transfer	199.00
06/26/2025	FEDEX OFFIC19600019620	01-19-000-73110 38.12	REPRINT DEPT PHOTOS FOR STAT	640	EFT Transfer	38.12
06/23/2025	MARRIOTT HOTEL & CONFE	01-17-205-72170 520.80	ILSROA SCHOOL SAFETY CONF -	640	EFT Transfer	520.80
06/23/2025	MARRIOTT HOTEL & CONFE	01-17-205-72170 520.80	ILSROA SCHOOL SAFETY CONF -	640	EFT Transfer	520.80
Total FIFTH THIRD BANK:						34,882.61
Total EFT Transfer:						34,882.61
Paper Check						
07/17/2025	ATA LLC	60-00-000-20100 17.01	UB refund for account: 00903 1223		Paper Check	17.01
07/17/2025	JAMES LOTRENTA	60-00-000-20100 116.48	UB refund for account: 00792 1250		Paper Check	116.48
07/17/2025	WALTER V DUFFY	60-00-000-20100 18.49	UB refund for account: 00449 1274		Paper Check	18.49
Total :						151.98
AMERICAN CHRISTMAS LIGHT & SUPPLY S077230	AMERICAN CHRISTMAS LIGHT & SUPPLY	01-35-000-73112 5,893.43 01-35-000-73112 200.00	HALLOWEEN CARVED PUMPKIN TOW	1216	Paper Check	6,093.43
Total AMERICAN CHRISTMAS LIGHT & SUPPLY:						6,093.43
AMERICAN WATER WORKS ASSOC S0246094	AMERICAN WATER WORKS ASSOC	60-00-000-72720 30.45 63-00-000-72720 30.45 64-00-000-72720 26.10	AWWA DUES_06 CONNIE YOUPEL O	1217	Paper Check	87.00
Total AMERICAN WATER WORKS ASSOC:						87.00
AREA LANDSCAPE SUPPLY, INC. 2093379	AREA LANDSCAPE SUPPLY, INC.	01-26-025-73680 180.00	C/BATGGED SLATE CHIPS - 80TH	1218	Paper Check	180.00
Total AREA LANDSCAPE SUPPLY, INC.:						180.00
ARIES CHARTER TRANSPORTATION						

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
ARIES CHARTER TRANSPORTATION						
105242	ARIES CHARTER TRANSPORTATION	01-35-100-72790 2,850.00	ALE TRAIL TROLLEY - 8/6/25	1219	Paper Check	2,850.00
105243	ARIES CHARTER TRANSPORTATION	01-35-100-72790 2,850.00	ALE TRAIL TROLLEY - 8/13/25	1220	Paper Check	2,850.00
105244	ARIES CHARTER TRANSPORTATION	01-35-100-72790 2,850.00	ALE TRAIL TROLLEY - 8/20/25	1221	Paper Check	2,850.00
105245	ARIES CHARTER TRANSPORTATION	01-35-100-72790 2,850.00	ALE TRAIL TROLLEY - 8/27/25	1222	Paper Check	2,850.00
Total ARIES CHARTER TRANSPORTATION:						11,400.00
B & J TOWING AND AUTO REPAIR						
26796	B & J TOWING AND AUTO REPAIR	01-26-023-72266 140.00	SAFETY INSPECTIONS - 4 VEHIC	1224	Paper Check	140.00
Total B & J TOWING AND AUTO REPAIR:						140.00
BETTENHAUSEN CONSTRUCTION SERV						
250085	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-72890 243.75 60-00-000-73681 358.31 63-00-000-73681 39.81 64-00-000-73681 170.63	VTP2527 - SEMI TRUCK TIME FO	1225	Paper Check	812.50
250087	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-72890 225.00 60-00-000-73681 330.75 63-00-000-73681 36.75 64-00-000-73681 157.50	VTP2527 - SEMI TRUCK TIME FO	1225	Paper Check	750.00
250086	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-73860 112.50 60-00-000-73860 141.75 63-00-000-73860 15.75 64-00-000-73860 67.50 70-00-000-73860 37.50	VTP2527 - TRUCK TIME FOR LIM	1225	Paper Check	375.00
25088	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-73860 75.00 60-00-000-73860 94.50 63-00-000-73860 10.50 64-00-000-73860 45.00 70-00-000-73860 25.00	VTP2527 - TRUCK TIME FOR LIM	1225	Paper Check	250.00
Total BETTENHAUSEN CONSTRUCTION SERV:						2,187.50
BREMEN ANIMAL HOSPITAL, LTD						

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
BREMEN ANIMAL HOSPITAL, LTD 170448	BREMEN ANIMAL HOSPITAL, LTD	01-17-220-72240 657.00	HEARTGARD PLUS, NEXGARD, VAC 1226		Paper Check	657.00
Total BREMEN ANIMAL HOSPITAL, LTD:						657.00
CELTIC COMMERCIAL PAINTING,LLC 13312	CELTIC COMMERCIAL PAINTING,LLC	01-26-025-72520 985.00	PAINTING WORK COMPLETED - PA 1227		Paper Check	985.00
Total CELTIC COMMERCIAL PAINTING,LLC:						985.00
CENTRAL SOD FARMS INC 55-7561	CENTRAL SOD FARMS INC	01-26-023-73680 621.00	KENTUCKY BLUEGRASS SOD	1228	Paper Check	621.00
Total CENTRAL SOD FARMS INC:						621.00
CINTAS CORPORATION 4236550029	CINTAS CORPORATION	01-26-025-72790 185.77	MATS - VH	1229	Paper Check	185.77
5280051602	CINTAS CORPORATION	01-26-025-73117 338.07	AED CHECKED - PW GARAGE	1230	Paper Check	338.07
Total CINTAS CORPORATION:						523.84
CLEANING SPECIALIST INC 9971	CLEANING SPECIALIST INC	01-17-205-72750 225.00	BIO-HAZARD CLEANING 6/25/25	1231	Paper Check	225.00
Total CLEANING SPECIALIST INC:						225.00
COLLEGE OF DUPAGE 17487	COLLEGE OF DUPAGE	01-17-220-72140 450.00	SCO TRAINING - POLICE DEPT S	1232	Paper Check	450.00
Total COLLEGE OF DUPAGE:						450.00
COMCAST CABLE 8771401810028977 706	COMCAST CABLE	01-26-025-72517 43.46	ACCT #8771401810028977 PW 7/	1233	Paper Check	43.46
Total COMCAST CABLE:						43.46
CONNECTION 76609281	CONNECTION	01-17-225-73600 1,045.00	PD - FLASH DRIVES 64GB USB3.	1234	Paper Check	1,045.00
Total CONNECTION:						1,045.00
DEARBORN NATIONAL F018318-2	DEARBORN NATIONAL	01-12-000-72449 548.83	FY26 TPA DISABILITY LEAVE AD	1235	Paper Check	548.83
Total DEARBORN NATIONAL:						548.83
EAGLE UNIFORM CO INC 3331-3	EAGLE UNIFORM CO INC	01-21-000-73610 95.00	VEST - SCOTT SCHULTZ - NEON	1236	Paper Check	95.00
33107-3	EAGLE UNIFORM CO INC	01-21-000-73610 100.00	VEST - SCOTT SCHULTZ - NEON	1236	Paper Check	100.00
Total EAGLE UNIFORM CO INC:						195.00
FMP (FACTORY MOTOR PARTS)						

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
FMP (FACTORY MOTOR PARTS)						
50-6163572	FMP	01-17-220-72540 141.59	AUTOMATIC BELT (92), 22 SPLA 1237		Paper Check	141.59
52-577875	FMP	01-17-220-72540 227.35	COATED BRAKE ROTOR - POLICE 1237		Paper Check	227.35
52-583016	FMP	01-17-220-72540 (84.00)	ALTERNATOR - POLICE UNIT #2A 1237		Paper Check	(84.00)
52-564049	FMP	01-26-023-72540 (44.80)	SEMI-LOADED BRAKE CALIPER - 1237		Paper Check	(44.80)
Total FMP (FACTORY MOTOR PARTS):						240.14
FORTRESS PLUS SOLUTIONS LLC						
25MG603	FORTRESS PLUS SOLUTIONS LLC	01-17-205-73600 1,550.00	MOBILE SURVEILLANCE TRAILER 1238		Paper Check	1,550.00
Total FORTRESS PLUS SOLUTIONS LLC:						1,550.00
FRAME TECH 1 LLC						
39768	FRAME TECH 1 LLC	01-17-220-72540 300.00	FRONT END & REAR END ALIGNME 1239		Paper Check	300.00
Total FRAME TECH 1 LLC:						300.00
FUN FUN FUN DJS						
081225	FUN FUN FUN DJS	01-75-206-72923-0197 200.00	DJ SERVICES CRUISE NIGHTS 8/ 1240		Paper Check	200.00
Total FUN FUN FUN DJS:						200.00
GOLDY LOCKS INC						
83685906	GOLDY LOCKS INC	01-26-025-73840 49.50	SINGLE CUT DUPLICATE KEY 1241		Paper Check	49.50
Total GOLDY LOCKS INC:						49.50
GRAINGER						
9567382461	GRAINGER	01-26-025-73845 1,144.28	FULL BODY HARNESS EXOFIT STR 1242		Paper Check	1,144.28
Total GRAINGER:						1,144.28
HEIDELBERG MATERIALS MIDWEST						
44085604	HEIDELBERG MATERIALS MIDWEST	60-00-000-73860 441.09 63-00-000-73860 49.01 64-00-000-73860 210.05 01-26-023-73860 350.07 70-00-000-73860 116.69	BED/BACKFILL 7/8/25 1243		Paper Check	1,166.91

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Paper Check						
HEIDELBERG MATERIALS MIDWEST 44079206	HEIDELBERG MATERIALS MIDWEST	60-00-000-73860 665.18 63-00-000-73860 73.91 64-00-000-73860 316.75 01-26-023-73860 527.92 70-00-000-73860 175.98	BED/BACKFILL 7/7/25	1243	Paper Check	1,759.74
Total HEIDELBERG MATERIALS MIDWEST:						2,926.65
HI-TECH INVESTIGATIONS LLC (JEFFREY GERMAN) 039	HI-TECH INVESTIGATIONS LLC	01-17-220-72140 900.00	2 DAY INTRO TO FINANCIAL CRI 1244		Paper Check	900.00
Total HI-TECH INVESTIGATIONS LLC (JEFFREY GERMAN):						900.00
ILLINOIS SECRETARY OF STATE 07/15/2025	ILLINOIS SECRETARY OF STATE	01-17-205-72860 151.00	AUGUST REGISTRATION RENEWAL 1245		Paper Check	151.00
07/16/2025	ILLINOIS SECRETARY OF STATE	01-17-205-72860 151.00	DEA VEHICLE - NEW REGISTRATI 1246		Paper Check	151.00
Total ILLINOIS SECRETARY OF STATE:						302.00
ILLINOIS STATE POLICE 20250504004	ILLINOIS STATE POLICE	01-14-000-72848 189.00	CC4004 TINLEY FINGERPRINT V 1247		Paper Check	189.00
20250604004	ILLINOIS STATE POLICE	01-14-000-72848 81.00	CC4004 TINLEY FINGERPRINT VI 1247		Paper Check	81.00
Total ILLINOIS STATE POLICE:						270.00
ILLINOIS STATE TOLL HWY AUTH G127000008052	ILLINOIS STATE TOLL HWY AUTH	01-17-205-72130 400.30	ACCT# 9944 - IAG TOLLS PAID 1248		Paper Check	400.30
Total ILLINOIS STATE TOLL HWY AUTH:						400.30
INTERSTATE BATTERY SYSTEM 366886	INTERSTATE BATTERY SYSTEM	60-00-000-72540 147.92 63-00-000-72540 49.31 64-00-000-72540 84.53 01-21-000-72540 316.16	31P-MHD, MTP-65HD - EMA UNIT 1249		Paper Check	597.92
Total INTERSTATE BATTERY SYSTEM:						597.92
JORDAN PROMOTIONS 0000016	JORDAN PROMOTIONS	01-17-215-73600 577.48	TINLEY PARK POLICE JUNIOR PO 1251		Paper Check	577.48
Total JORDAN PROMOTIONS:						577.48
MAD BOMBER FIREWORKS 3716	MAD BOMBER FIREWORKS	01-35-000-72952-0410 50,000.00	JULY 4 FIREWORKS DISPLAY 1252		Paper Check	50,000.00

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Paper Check						
MAD BOMBER FIREWORKS						
Total MAD BOMBER FIREWORKS:						50,000.00
MASTER AUTO SUPPLY / MONARCH						
15030-154556	MASTER AUTO SUPPLY	01-17-220-72540 35.52	OIL FILTER - POLICE STOCK 1253	1253	Paper Check	35.52
15030-154878	MASTER AUTO SUPPLY	01-17-220-72540 17.24	FUEL FILTER, CAI 1 EA COBLU 1253	1253	Paper Check	17.24
15030-154991	MASTER AUTO SUPPLY	01-17-220-72540 369.06	KNUCKLE BALL BUSHING, CTRL A 1253	1253	Paper Check	369.06
15030-154713	MASTER AUTO SUPPLY	01-19-000-72540 115.12	VALVE COVER - FIRE ENGINE #1 1253	1253	Paper Check	115.12
15030-155028	MASTER AUTO SUPPLY	01-26-023-72540 7.03	4X40 SLD BLACK PS AALG - STR 1253	1253	Paper Check	7.03
Total MASTER AUTO SUPPLY / MONARCH:						543.97
MATISE, JOSEPH E						
071825	MATISE, JOSEPH E.	01-75-206-72923-0070 300.00	HARMONY SQUARE WGN LIVE SPOT 1254	1254	Paper Check	300.00
Total MATISE, JOSEPH E:						300.00
MENARDS						
78715	MENARDS	01-75-206-73870 99.98	ACCT# 30860257 - 48 X 74 X 2 1255	1255	Paper Check	99.98
78576	MENARDS	60-00-000-73410 30.23 63-00-000-73410 3.36 64-00-000-73410 14.40	ACCT# 30860257 - 24" FOLDING 1255	1255	Paper Check	47.99
78595	MENARDS	01-26-023-73840 17.07	ACCT# 30860257 - SPRAY PAINT 1255	1255	Paper Check	17.07
78682	MENARDS	01-26-023-73410 72.03	ACCT# 30860257 - ALU HD HACK 1255	1255	Paper Check	72.03
78714	MENARDS	01-26-025-73840 2.94	ACCT# 30860257 - SCREWS 10X1 1255	1255	Paper Check	2.94
78407	MENARDS	01-75-206-72923-0050 11.04	ACCT# 30860257 - 8X8X16 CONC 1255	1255	Paper Check	11.04
78716	MENARDS	01-26-025-73580 59.45	ACCT# 30860257 - 169OZ FABUL 1255	1255	Paper Check	59.45
77730	MENARDS	01-17-220-73600 67.41	ACCT# 30860456 - PLASTIC PIT 1255	1255	Paper Check	67.41
77338	MENARDS	01-19-000-73870 9.99	ACCT# 30860355 - 15' HDMI CA 1255	1255	Paper Check	9.99
78026	MENARDS	01-19-000-72524 53.99	ACCT# 30860355 - WHIRLPOOL F 1255	1255	Paper Check	53.99
78414	MENARDS	01-19-000-73585 123.71	ACCT# 30860355 - DUST MOP, C 1255	1255	Paper Check	123.71
78577	MENARDS	01-19-000-73585 82.84	ACCT# 30860355 - PLAMYRA CLE 1255	1255	Paper Check	82.84
78783	MENARDS	01-26-025-73570 88.16	ACCT# 30860257 - 2" PVC COUP 1255	1255	Paper Check	88.16
78930	MENARDS	01-26-025-73840 41.90	ACCT# 30860257 - 2-WIRE LEVE 1255	1255	Paper Check	41.90

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Paper Check						
MENARDS						
78971	MENARDS	01-26-025-73680 90.85	ACCT# 30860257 - BROWN MULCH 1255		Paper Check	90.85
78723	MENARDS	01-26-025-72520 12.36	ACCT# 30760257 - 5/8" 1-GANG 1256		Paper Check	12.36
78813	MENARDS	64-00-000-72525 (23.46)	ACCT# 30860257 - CREDIT FOR 1256		Paper Check	(23.46)
78738	MENARDS	64-00-000-72525 46.24	ACCT# 30860257 - SOFFIT EXHA 1256		Paper Check	46.24
78969	MENARDS	01-26-023-72540 10.69	ACCT# 30860257 - TWIN LOOP 2 1256		Paper Check	10.69
78809	MENARDS	01-26-023-73410 18.98	ACCT# 30860257 - 17 GALLON T 1256		Paper Check	18.98
77324	MENARDS	64-00-000-73410 9.59 63-00-000-73410 2.24 60-00-000-73410 20.14	ACCT# 30860257 1256		Paper Check	31.97
Total MENARDS:						966.13
MOTOROLA SOLUTIONS						
8282150377	MOTOROLA SOLUTIONS	77-00-000-74150 2,217.96	PORTABLE RADIOS (FIRE) 1257		Paper Check	2,217.96
8282150380	MOTOROLA SOLUTIONS	77-00-000-74150 5,834.40 77-00-000-74150 3,692.52	PORTABLE RADIOS (FIRE) 1257		Paper Check	9,526.92
Total MOTOROLA SOLUTIONS:						11,744.88
NCPERS -IL GROUP LIFE INS						
7720082025	NCPERS -IL GROUP LIFE INS	01-14-000-72435 64.00	#7720-NCPERS BENEFIT BILLIN 1258		Paper Check	64.00
Total NCPERS -IL GROUP LIFE INS:						64.00
PARK ACE HARDWARE						
75618/1	PARK ACE HARDWARE	01-19-000-73540 8.99 01-19-000-73410 39.99	CUST# 9404 - PLATIMUN OIL, H 1259		Paper Check	48.98
075657/1	PARK ACE HARDWARE	01-19-000-73585 15.96	CUST # 9404 - BLANKET PO FOR 1259		Paper Check	15.96
075701/1	PARK ACE HARDWARE	01-19-000-73585 33.95	CUST# 9404 - BOTTLED WATER, 1259		Paper Check	33.95
075697/	PARK ACE HARDWARE	01-26-025-72520 22.48	CUST#89143 - ELBOW 90DEG 1" 1259		Paper Check	22.48

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Paper Check PARK ACE HARDWARE 075698/1	PARK ACE HARDWARE	60-00-000-73550 3.36 63-00-000-73550 3.36 64-00-000-73550 2.88 01-26-023-73550 9.59 01-26-025-73550 4.78	CUST# 89143 - GOOF OFF SPARY 1259		Paper Check	23.97
075695/1	PARK ACE HARDWARE	01-26-025-73410 175.98	CUST# 89143 - MLW RECIP 9" 1 1259		Paper Check	175.98
Total PARK ACE HARDWARE:						321.32
POSTMASTER, U. S. POST OFFICE 071725	POSTMASTER, U. S. POST OFFICE	60-00-000-72110 14.00 64-00-000-72110 6.00	PERMIT#6 ANNUAL FEE - INCREA 1260		Paper Check	20.00
Total POSTMASTER, U. S. POST OFFICE:						20.00
S&J DOOR, INC. 17395	S&J DOOR, INC.	01-26-025-72520 700.00	CUT WINDOW INTO EXISTING WOO 1261		Paper Check	700.00
17396	S&J DOOR, INC.	01-26-025-72520 4,900.00	BRICK AND MORTAR WORK/NEW WI 1261		Paper Check	4,900.00
Total S&J DOOR, INC.:						5,600.00
SOUND SONIC INC 080425	SOUND SONIC INC	01-41-056-72954 190.00	SENIOR BINGO 8/4/25	1262	Paper Check	190.00
Total SOUND SONIC INC:						190.00
STAPLES BUSINESS ADVANTAGE 6028735630	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 32.58	10X13 OE CTLG ENV MNLA 100PK 1263		Paper Check	32.58
6028735631	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 110.85	DOCUMENT DESK ORGANIZER, ORG 1263		Paper Check	110.85
6029181555	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 41.20	2IN BLU BTR BINDER W/VIEW WI 1263		Paper Check	41.20
6029181554	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 32.72	CUST SELF INK STAMP	1263	Paper Check	32.72
7650330138	STAPLES BUSINESS ADVANTAGE	01-14-000-73110 127.66	STAPLES QUICKSTRIP EASYCLOSE 1263		Paper Check	127.66
7655470995	STAPLES BUSINESS ADVANTAGE	01-14-000-73110 104.13	STAPLES MEDIUM BINDER CLIPS, 1263		Paper Check	104.13
6034999934	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 254.34	TAB DIVID 8 TAB INDEX CARD, 1263		Paper Check	254.34
6034999935	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 117.43	STAPLER, TAPE DISPENSER, LET 1263		Paper Check	117.43
6034556351	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 25.49	PENDAFLEX HANGING FOLDERS - 1263		Paper Check	25.49
6034556353	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 67.51	SPLS 5TAB HNG FLDR LRT RED 2 1263		Paper Check	67.51

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Paper Check						
STAPLES BUSINESS ADVANTAGE						
Total STAPLES BUSINESS ADVANTAGE:						913.91
SUB TRAILER HITCH INC						
880717	SUB TRAILER HITCH INC	01-26-023-72540 207.95	INVOICE# 14798 - TRUCK 94	1264	Paper Check	207.95
Total SUB TRAILER HITCH INC:						207.95
SUTTON FORD INC./FLEET SALES						
637057	SUTTON FORD INC./FLEET SALES	01-17-220-72540 379.50	KNUCKLE BUSHING ASSY POLICE	1265	Paper Check	379.50
636874	SUTTON FORD INC./FLEET SALES	01-17-220-72540 135.84	BUMPER EXTENSION - POLICE 11	1265	Paper Check	135.84
636519	SUTTON FORD INC./FLEET SALES	01-17-220-72540 19.18	TOUCH UP PAINT - POLICE UNIT	1265	Paper Check	19.18
636864	SUTTON FORD INC./FLEET SALES	01-21-000-72540 31.02	RELAY - EMA UNIT #683	1265	Paper Check	31.02
Total SUTTON FORD INC./FLEET SALES:						565.54
THE COP FIRE SHOP						
215562	THE COP FIRE SHOP	01-17-220-73610 58.00	MENS BLACK SS/POLO, DEPT STA	1267	Paper Check	58.00
219777	THE COP FIRE SHOP	01-17-205-73610 94.00	511 GREEN STRYKE PANT SZ 32X	1267	Paper Check	94.00
218826	THE COP FIRE SHOP	01-17-220-73610 58.00	MENS S/S/ BLACK POLO SZ XL D	1267	Paper Check	58.00
Total THE COP FIRE SHOP:						210.00
THE HUMAN RACE SPORTS INC						
137	THE HUMAN RACE SPORTS INC	01-19-000-73610 560.00	BLANKET P.O.-UNIFORMS SHOES	1268	Paper Check	560.00
Total THE HUMAN RACE SPORTS INC:						560.00
THOMPSON ELEVATOR INSPECTION						
25-1456	THOMPSON ELEVATOR INSPECTION	01-33-300-72853 75.00	1 ELEVATOR PLAN REVIEW	1269	Paper Check	75.00
25-1558	THOMPSON ELEVATOR INSPECTION	01-33-300-72853 76.00	2 ELEVATOR CODE REINSPECTION	1269	Paper Check	76.00
Total THOMPSON ELEVATOR INSPECTION:						151.00
THOMSON REUTERS-WEST PYMNT CTR						
852179385	THOMSON REUTERS-WEST PYMNT CTR	01-17-225-72852 266.08	CLEAR LAW ENFORCEMENT PLUS E	1270	Paper Check	266.08
Total THOMSON REUTERS-WEST PYMNT CTR:						266.08
T-MOBILE USA INC						
9609275986	T-MOBILE USA INC	01-17-225-73600 400.00	LER ACCT# 1007342 - LAW ENFO	1266	Paper Check	400.00
Total T-MOBILE USA INC:						400.00
TRANS UNION						
06500176	TRANS UNION	01-17-225-72852 95.00	BASIC SERVICE CUST#0600V0009	1271	Paper Check	95.00
Total TRANS UNION:						95.00

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check TRIHEDRAL INC US-8783	TRIHEDRAL INC	60-00-000-72655 1,503.96 63-00-000-72655 167.11 64-00-000-72655 716.17 60-00-000-72655 453.60 63-00-000-72655 50.40 64-00-000-72655 216.00	SCADA SUPPORT SOFTWARE	1272	Paper Check	3,107.24
Total TRIHEDRAL INC:						3,107.24
VERIZON WIRELESS 6117674057	VERIZON WIRELESS	60-00-000-72127 103.53	ACCT#242459316-00001 CENTRAL	1273	Paper Check	103.53
Total VERIZON WIRELESS:						103.53
WROBEL, KEITH S. 070125	WROBEL, KEITH S.	01-26-023-75200 528.75	REIMBURSEMENT FOR COST SHARE	1275	Paper Check	528.75
Total WROBEL, KEITH S.:						528.75
Total Paper Check:						111,851.61
Report Total:						1,010,637.77

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
REMIT	METROPOLITAN LIFE INSURANCE CO	86-00-000-20430	Remittance Check	692	ACH Transaction	19,552.89
		4,047.40				
		86-00-000-20430				
		24,577.57				
		86-00-000-20476				
		(9,072.08)				
Total METROPOLITAN LIFE INSURANCE CO:						19,552.89
VSP ILLINOIS						
REMIT	VSP ILLINOIS	86-00-000-20432	Remittance Check	693	ACH Transaction	3,622.68
		5,404.93				
		86-00-000-20432				
		(4.23)				
		86-00-000-20476				
		(1,778.02)				
Total VSP ILLINOIS:						3,622.68
AIRY'S, INC						
51536	AIRY'S, INC	60-00-000-72745	EMERGENCY WATERMAIN REPAIR 6	694	ACH Transaction	5,381.10
		1,883.38				
		63-00-000-72745				
		1,883.38				
		64-00-000-72745				
		1,614.34				
Total AIRY'S, INC:						5,381.10
AL WARREN OIL CO INC						
w1763890	AL WARREN OIL CO INC	01-17-205-73530	N.I. GAS USED 6/25-7/11/25	695	ACH Transaction	21,728.00
		13,092.57				
		01-19-000-73530				
		1,145.93				
		01-21-000-73530				
		1,249.18				
		60-00-000-73530				
		1,144.42				
		63-00-000-73530				
		286.11				
		64-00-000-73530				
		613.08				
		01-26-023-73530				
		1,905.17				
		01-26-025-73530				
		1,020.98				
		01-33-300-73530				
		279.82				
		01-33-300-73530				
		103.25				
		01-12-000-73530				
		141.39				
		01-14-000-73532				
		128.90				
		01-42-000-73530				
		617.20				

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ACH Transaction						
AL WARREN OIL CO INC						
W1763891	AL WARREN OIL CO INC	01-19-000-73545 1,124.52 60-00-000-73545 277.54 63-00-000-73545 69.39 64-00-000-73545 148.68 01-26-023-73545 1,602.74 01-26-025-73545 122.08 01-21-000-73530 16.26 01-14-000-73531 117.79	DIESEL USED 6/25-7/11/25	695	ACH Transaction	3,479.00
Total AL WARREN OIL CO INC:						25,207.00
AMAZON CAPITAL SERVICES, INC.						
1W6H-9VGX-TNPX	AMAZON CAPITAL SERVICES, INC.	01-26-025-73570 339.20	CORNING CABLES FIBER OPTIC C 696		ACH Transaction	339.20
1FRC-X6K4-64FR	AMAZON CAPITAL SERVICES, INC.	01-77-000-72550 104.44	5FT NETWORK CABLES, 7FT NETW 696		ACH Transaction	104.44
1KLG-JKDT-WCCP	AMAZON CAPITAL SERVICES, INC.	01-41-056-72937 39.96	DISPOSABLE NITRILE GLOVES LG 696		ACH Transaction	39.96
1PGF-736H-JY64	AMAZON CAPITAL SERVICES, INC.	01-41-056-72937 411.62	BIODEGRADABLE 6-IN-1 CUTLERY 696		ACH Transaction	411.62
13TG-VPNN-TQKD	AMAZON CAPITAL SERVICES, INC.	01-14-000-72974 60.35	DECORATIVE BANNER, TROPICAL 696		ACH Transaction	60.35
1KYN-DJMD-36Y9	AMAZON CAPITAL SERVICES, INC.	01-26-023-73110 12.23	VIZ-TORQUE TAMPER DETECTION 696		ACH Transaction	12.23
1FVP-CCLN-QMHX	AMAZON CAPITAL SERVICES, INC.	01-26-025-73112 102.27	FLAG POLE ROPE 100FT WIRE CE 696		ACH Transaction	102.27
1H6K-P4GR-VGV4	AMAZON CAPITAL SERVICES, INC.	01-26-025-73580 43.88	MATTHEW CLEANING LOOPED-END 696		ACH Transaction	43.88
1KRT-M9CP-YCP1	AMAZON CAPITAL SERVICES, INC.	01-26-025-72520 513.42	HEX WASTE CONTAINER BLACK 45 696		ACH Transaction	513.42
1C4R-WNQF-76TL	AMAZON CAPITAL SERVICES, INC.	01-26-025-73580 148.14	C-FOLD DISPOSABLE BATHROOM H 696		ACH Transaction	148.14
1FFY-FHJN-RPJ1	AMAZON CAPITAL SERVICES, INC.	01-26-025-74110 593.98	MINI REFRIGERATOR AND COOLER 696		ACH Transaction	593.98
1CP9-CVXT-JJMM	AMAZON CAPITAL SERVICES, INC.	01-26-023-73110 7.64	2 PACK PLASTICS MAGNETIC PEN 696		ACH Transaction	7.64
1R6N-QMGL-KD6J	AMAZON CAPITAL SERVICES, INC.	01-75-206-72923 214.04	BUNN BT SPEED BREW 10-CUP TH 696		ACH Transaction	214.04
1LDR-CHC3-QDMQ	AMAZON CAPITAL SERVICES, INC.	01-75-206-73870 297.79	SUNHOUSE STAINLESS STEEL KNI 696		ACH Transaction	297.79
13DM-PYRJ-QHR3	AMAZON CAPITAL SERVICES, INC.	01-75-206-73870 39.99	ZIP TIES HEAVY DUTY 8IN - OR 696		ACH Transaction	39.99
1YQG-64DK-MR7K	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 27.74	NEENAH BRIGHT WHITE CARD STO 696		ACH Transaction	27.74
13DM-PYRJ-QJLH	AMAZON CAPITAL SERVICES, INC.	01-75-206-73870 33.99	403FT 1000 LED OUTDOOR LIGHT 696		ACH Transaction	33.99

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
AMAZON CAPITAL SERVICES, INC.						
1766-QR1G-FN4H	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 25.38	SCOTCH HEAVY DUTY PACKING TA 696		ACH Transaction	25.38
1DYY-NTYP-16Y1	AMAZON CAPITAL SERVICES, INC.	01-75-206-73870 254.89	ARTIFICIAL PLANTS W CERAMIC 696		ACH Transaction	254.89
13RD-XCR1-WY9D	AMAZON CAPITAL SERVICES, INC.	01-75-206-73870 389.97	VEVOR CROWD CONTROL STANCHIO 696		ACH Transaction	389.97
1F49-KFRQ-JN33	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 61.24	AVERY FLEXIBLE PRINTABLE NAM 696		ACH Transaction	61.24
1RNJ-KG4H-QWJC	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 9.54	ALLIANCE RUBBER BANDS - ORDE 696		ACH Transaction	9.54
1NMT-V4MV-3W7C	AMAZON CAPITAL SERVICES, INC.	01-14-000-73110 48.94	POST-IT STICKY NOTES, WRITIN 696		ACH Transaction	48.94
1M9W-T9CT-JNLF	AMAZON CAPITAL SERVICES, INC.	01-26-025-73580 298.99	CORDLESS VACUUM CLEANER, BOS 696		ACH Transaction	298.99
1P6J-GPQC-TDVW	AMAZON CAPITAL SERVICES, INC.	01-21-000-73870 124.09	8.5X11.75 LEGAL PADS, SCOTCH 696		ACH Transaction	124.09
1T9R-VJ3G-7HGX	AMAZON CAPITAL SERVICES, INC.	60-00-000-73110 7.55 63-00-000-73110 0.84 64-00-000-73110 3.60 01-26-023-73110 11.99 01-26-025-73110 5.99 60-00-000-73870 38.74 63-00-000-73870 38.74 64-00-000-73870 33.20 01-26-023-73870 110.68 01-26-025-73870 55.35	REPLACEMENT LABEL MAKER TAPE 696		ACH Transaction	306.68
1GR1-N34F-PJN6	AMAZON CAPITAL SERVICES, INC.	60-00-000-73110 5.86 63-00-000-73110 0.65 64-00-000-73110 2.79	6 PACK LETTER OPENER - ORDER 696		ACH Transaction	9.30
Total AMAZON CAPITAL SERVICES, INC.:						4,519.70
AMSIVE LLC						
188700	AMSIVE LLC	60-00-000-72310 1,744.13 64-00-000-72310 747.48 64-00-000-72310 102.00 60-00-000-72310 238.00	JULY WATER BILLS	698	ACH Transaction	2,831.61
Total AMSIVE LLC:						2,831.61

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
AQUAMIST PLUMBING & LAWN						
142322	AQUAMIST PLUMBING & LAWN	01-26-023-72790 457.60	IRRIGATION REPAIRS - 171ST M 699		ACH Transaction	457.60
142323	AQUAMIST PLUMBING & LAWN	01-26-023-72790 1,525.47	IRRIGATION REPAIRS - HARLEM 699		ACH Transaction	1,525.47
142353	AQUAMIST PLUMBING & LAWN	01-26-023-72790 2,279.13	IRRIGATION REPAIRS - LAGRANG 699		ACH Transaction	2,279.13
142383	AQUAMIST PLUMBING & LAWN	01-26-025-72790 438.34	IRRIGATION REPAIRS - POLICE 699		ACH Transaction	438.34
142382	AQUAMIST PLUMBING & LAWN	01-26-025-72790 378.04	IRRIGATION REPAIRS - FIRE ST 699		ACH Transaction	378.04
137721	AQUAMIST PLUMBING & LAWN	01-26-025-72790 247.00	IRRIGATION - FIRE STATION 4 699		ACH Transaction	247.00
137720	AQUAMIST PLUMBING & LAWN	01-26-025-72790 336.00	IRRIGATION - POLICE STATION 699		ACH Transaction	336.00
137713	AQUAMIST PLUMBING & LAWN	01-26-025-72790 378.00	IRRIGATION - VILLAGE HALL 699		ACH Transaction	378.00
137723	AQUAMIST PLUMBING & LAWN	01-26-023-72790 2,497.00	IRRIGATION - LAGRANGE RD MED 699		ACH Transaction	2,497.00
137722	AQUAMIST PLUMBING & LAWN	01-26-023-72790 398.00	IRRIGATION - 171ST ST MEDIAN 699		ACH Transaction	398.00
137711	AQUAMIST PLUMBING & LAWN	01-26-023-72790 1,014.00	IRRIGATION - STREETSCAPES HA 699		ACH Transaction	1,014.00
142376	AQUAMIST PLUMBING & LAWN	01-26-025-72520 1,708.88	IRRIGATION REPAIRS - TP PD S 699		ACH Transaction	1,708.88
142414	AQUAMIST PLUMBING & LAWN	01-26-023-72790 815.04	IRRIGATION REPAIRS - OAK PAR 699		ACH Transaction	815.04
137719	AQUAMIST PLUMBING & LAWN	01-26-023-72790 286.00	IRRIGATION - ZABROCKI PLAZA 699		ACH Transaction	286.00
137715	AQUAMIST PLUMBING & LAWN	01-26-025-72790 249.00	IRRIGATION - OAK PARK TRAIN 699		ACH Transaction	249.00
137714	AQUAMIST PLUMBING & LAWN	01-26-025-72790 256.00	IRRIGATION - OAK PARK TRAIN 699		ACH Transaction	256.00
142424	AQUAMIST PLUMBING & LAWN	01-26-025-72790 286.38	IRRIGATION REPAIRS - OAK PAR 699		ACH Transaction	286.38
142415	AQUAMIST PLUMBING & LAWN	01-26-025-72790 188.81	IRRIGATION REPAIRS - OAK PAR 699		ACH Transaction	188.81
Total AQUAMIST PLUMBING & LAWN:						13,738.69
ARC ILLINOIS / ARC IMAGING						
965935	ARC ILLINOIS / ARC IMAGING	01-35-000-73110 199.72	HP 727 GRAY INK CTG 130ML, 3 701		ACH Transaction	199.72
Total ARC ILLINOIS / ARC IMAGING:						199.72
BETTENHAUSEN & ASSOCIATES LLC						
070925	BETTENHAUSEN & ASSOCIATES LLC	01-15-000-72790 7,387.50	PROFESSIONAL FINANCIAL SERVI 702		ACH Transaction	7,387.50
Total BETTENHAUSEN & ASSOCIATES LLC:						7,387.50
CHANDLER SERVICES CORPORATION						
INV-30812	CHANDLER SERVICES CORPORATION	01-19-000-72540 295.94	COOLING SYSTEM REPAIR - DRAI 703		ACH Transaction	295.94
Total CHANDLER SERVICES CORPORATION:						295.94

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ACH Transaction						
CHICAGO PARTS & SOUND ENTERPRISES LLC						
43V0004218	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-220-72540 23.62	AIR FILTER - POLICE 9K	704	ACH Transaction	23.62
43V0004025	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-220-72540 126.76	TPMS SENSOR ASSEMBLY - POLIC	704	ACH Transaction	126.76
40C0010592	CHICAGO PARTS & SOUND ENTERPRISES LLC	60-00-000-72540 (5.78) 63-00-000-72540 (1.93) 64-00-000-72540 (3.29)	CREDIT - SCRAPBATTERY	704	ACH Transaction	(11.00)
Total CHICAGO PARTS & SOUND ENTERPRISES LLC:						139.38
CHRISTOPHER B.BURKE ENGINEERNG						
202500	CHRISTOPHER B.BURKE ENGINEERNG	20-00-000-75814-0367 450.00	01.R160373.0031A 183RD ST PO 705		ACH Transaction	450.00
202496	CHRISTOPHER B.BURKE ENGINEERNG	01-33-300-72840 220.00	01.R160373.R0001 SWC 191ST & 705		ACH Transaction	220.00
202501	CHRISTOPHER B.BURKE ENGINEERNG	60-00-002-75707 14,949.00 60-00-002-75708 14,949.00 60-00-002-75709 7,474.50 60-00-002-75710 11,211.75 60-00-002-75711 26,160.75	CONSTRUCTION ENGINEERING SER 705		ACH Transaction	74,745.00
202493	CHRISTOPHER B.BURKE ENGINEERNG	60-00-002-75712-0433 5,840.00	01.R160373.00041 ENGINEERING 705		ACH Transaction	5,840.00
202495	CHRISTOPHER B.BURKE ENGINEERNG	60-00-002-75338-0399 2,992.50	01.R160373.00040 POST 11 WAT 705		ACH Transaction	2,992.50
202494	CHRISTOPHER B.BURKE ENGINEERNG	60-00-002-75713 0.00 60-00-002-75714 0.00 64-00-002-75713 9,392.50 64-00-002-75714 9,392.50	01.R160373.00042 ENGINEERING 705		ACH Transaction	18,785.00
202499	CHRISTOPHER B.BURKE ENGINEERNG	60-00-000-72840 103.95 63-00-000-72840 11.55 64-00-000-72840 49.50	01.R160373.0024A WATER MODEL 705		ACH Transaction	165.00
Total CHRISTOPHER B.BURKE ENGINEERNG:						103,197.50
CITY ESCAPE GARDEN & DESIGN						
14702	CITY ESCAPE GARDEN & DESIGN	01-33-300-72744 175.00	GRASS CUTTING/MAINT - 7535 1 706		ACH Transaction	175.00
14700	CITY ESCAPE GARDEN & DESIGN	01-33-300-72744 175.00	GRASS CUTTING MAINT - 17653 706		ACH Transaction	175.00
14701	CITY ESCAPE GARDEN & DESIGN	01-33-300-72744 175.00	GRASS CUTTING MAINT - 6652 1 706		ACH Transaction	175.00

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ACH Transaction						
CITY ESCAPE GARDEN & DESIGN						
	Total CITY ESCAPE GARDEN & DESIGN:					525.00
CORE & MAIN LP						
x278086	CORE & MAIN LP	60-00-000-74175 8,120.00 64-00-000-74175 3,480.00	WATER METERS	707	ACH Transaction	11,600.00
x298071	CORE & MAIN LP	60-00-000-73630 932.60 63-00-000-73630 103.62 64-00-000-73630 444.10	BRASS & TUBE CAP NO LEAD 1X1 707		ACH Transaction	1,480.32
	Total CORE & MAIN LP:					13,080.32
CROSSMARK PRINTING INC						
100599	CROSSMARK PRINTING INC	01-17-205-72310 721.08	VEHICLE ENFORCEMENT FORM 4-P 708		ACH Transaction	721.08
100602	CROSSMARK PRINTING INC	01-17-205-72310 387.84	CITATION AND NOTICE FORM 3 P 708		ACH Transaction	387.84
	Total CROSSMARK PRINTING INC:					1,108.92
EVON'S TROPHIES & AWARDS						
063025	EVON'S TROPHIES & AWARDS	01-33-000-72310 43.04	2X8 BLK/WHT PLASIC EDGAR MON 709		ACH Transaction	43.04
	Total EVON'S TROPHIES & AWARDS:					43.04
FMP (FACTORY MOTOR PARTS)						
52-594752	FMP	01-17-220-72540 367.14	CONTROL ARM - 2017 FORD POLI 710		ACH Transaction	367.14
52-527811	FMP	01-19-000-72540 (20.97)	ACCT# OR4397 - RETURN SENSOR 710		ACH Transaction	(20.97)
52-586378	FMP	01-19-000-72540 (54.71)	ACCT# OR4397 - RETURN - FILT 710		ACH Transaction	(54.71)
52-579588	FMP	01-19-000-72540 (18.00)	ACCT# OR4397 - RETURN MEDIUM 710		ACH Transaction	(18.00)
	Total FMP (FACTORY MOTOR PARTS):					273.46
G. W. BERKHEIMER CO., INC.						
8010226	G.W. BERKHEIMER CO., INC.	01-26-025-72520 45.52	AIR FILTER 16X20X2, 16X16X2 711		ACH Transaction	45.52
	Total G. W. BERKHEIMER CO., INC.:					45.52
HENRY'S HOUSE OF DECORATED						
4354	HENRY'S HOUSE OF DECORATED APPAREL	01-19-000-73610 998.00	BLANKET P.O.- UNIFORMS ONLIN 712		ACH Transaction	998.00
	Total HENRY'S HOUSE OF DECORATED:					998.00
LEXISNEXIS RISK DATA MNGMNT						
1100147938	LEXISNEXIS RISK DATA MNGMNT	01-17-225-72852 150.00	MAY 2025 MINIMUM COMMITMENT 713		ACH Transaction	150.00
	Total LEXISNEXIS RISK DATA MNGMNT:					150.00
MARATHON SPORTSWEAR INC						

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ACH Transaction						
MARATHON SPORTSWEAR INC 102721	MARATHON SPORTSWEAR INC	01-35-000-73210 1,982.00	SUMMER REORDER - LIFE AMPLIF 714		ACH Transaction	1,982.00
Total MARATHON SPORTSWEAR INC:						1,982.00
METROPOLITAN LIFE INSURANCE CO						
KM 05397303-0001	METROPOLITAN LIFE INSURANCE CO	01-14-000-72435 4,136.10	8-KM 05397303-0003DENTAL BEN 715		ACH Transaction	4,136.10
KM05397303 0003	METROPOLITAN LIFE INSURANCE CO	86-00-000-20430 201.02	8-KM 05397303-0003DENTAL BE 716		ACH Transaction	201.02
Total METROPOLITAN LIFE INSURANCE CO:						4,337.12
MIDWEST MECHANICAL GROUP LLC						
112173015	MIDWEST MECHANICAL GROUP LLC	01-26-025-72520 1,824.33	SERVICE CALL # 2506-0191 SIT 717		ACH Transaction	1,824.33
Total MIDWEST MECHANICAL GROUP LLC:						1,824.33
NORTHERN SAFETY CO. INC.						
907000397	NORTHERN SAFETY CO. INC.	60-00-000-73845 58.83 63-00-000-73845 6.54 64-00-000-73845 28.01 01-26-023-73845 93.38 01-26-025-73845 46.69	ORDER# 9824332806 FULL BRIM 718		ACH Transaction	233.45
Total NORTHERN SAFETY CO. INC.:						233.45
NORTHSTAR ARTISTS LLC						
062125BAL	NORTHSTAR ARTISTS LLC	01-75-206-72923 17,500.00 01-75-206-72923 (17,500.00) 01-75-206-72923-0070 17,500.00	HS GRAND OPENING BAND 7/18/ 719		ACH Transaction	17,500.00
Total NORTHSTAR ARTISTS LLC:						17,500.00
RAY O' HERRON CO INC						
2422944	RAY O' HERRON CO INC	01-17-220-74618 865.48	REPLACEMENT BALLISTIC VESTS- 720		ACH Transaction	865.48
2422589	RAY O' HERRON CO INC	01-17-205-72140 178.15	SIDE OPENING BADGE CASE 720		ACH Transaction	178.15
2422497	RAY O' HERRON CO INC	01-19-000-73610 21.38	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	21.38
2422348	RAY O' HERRON CO INC	01-19-000-73610 67.48	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	67.48
2422791	RAY O' HERRON CO INC	01-19-000-73610 58.48	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	58.48
2422560	RAY O' HERRON CO INC	01-19-000-73610 219.66	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	219.66
2422567	RAY O' HERRON CO INC	01-19-000-73610 280.66	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	280.66

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
RAY O' HERRON CO INC						
2422627	RAY O' HERRON CO INC	01-19-000-73610 248.77	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	248.77
2422651	RAY O' HERRON CO INC	01-19-000-73610 123.13	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	123.13
2422748	RAY O' HERRON CO INC	01-19-000-73610 154.82	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	154.82
2423203	RAY O' HERRON CO INC	01-19-000-73610 216.39	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	216.39
2423319	RAY O' HERRON CO INC	01-19-000-73610 98.99	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	98.99
2423332	RAY O' HERRON CO INC	01-19-000-73610 67.85	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	67.85
2422379	RAY O' HERRON CO INC	01-19-000-73610 127.47	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	127.47
2423330	RAY O' HERRON CO INC	01-19-000-73610 85.56	BLANKET PURCHASE ORDER FOR U 720		ACH Transaction	85.56
Total RAY O' HERRON CO INC:						2,814.27
RINGHOFER, WILLIAM						
072425	RINGHOFER, WILLIAM	01-14-000-72435 816.52	JULY 25 RETIREE REIMBURSEME 721		ACH Transaction	816.52
Total RINGHOFER, WILLIAM:						816.52
ROBINSON ENGINEERING LTD.						
25050424	ROBINSON ENGINEERING LTD.	75-00-000-72742 89.50 01-26-023-72840 1,263.00 01-14-000-72840 3,850.00	25-R0055 - TP 2925 MIS ENGIN 722		ACH Transaction	5,202.50
25070324	ROBINSON ENGINEERING LTD.	20-00-000-72840-0437 3,600.00	24-R0677 PROFESSIONAL ENGINE 722		ACH Transaction	3,600.00
25070317	ROBINSON ENGINEERING LTD.	18-00-000-72840-0373 13,760.00	21-R0945 STREAMBANK STABILIZ 722		ACH Transaction	13,760.00
25070316	ROBINSON ENGINEERING LTD.	65-00-002-75310-0364 5,175.00	21-R0545.05 KIMBERLY HEIGHTS 722		ACH Transaction	5,175.00
Total ROBINSON ENGINEERING LTD.:						27,737.50
SITE DESIGN GROUP, LTD.						
9358AS01-09	SITE DESIGN GROUP, LTD.	33-00-002-75131-0445 1,031.25	VILLAGE HALL ENTRY PLAZA-LAN 723		ACH Transaction	1,031.25
8081-62	SITE DESIGN GROUP, LTD.	01-26-023-72847 1,295.00	LANDSCAPE PLANNING SERVICES 723		ACH Transaction	1,295.00
7955-46	SITE DESIGN GROUP, LTD.	01-26-023-72847 601.25	LANDSCAPE PLANNING SERVICES 723		ACH Transaction	601.25
7946-82	SITE DESIGN GROUP, LTD.	01-26-023-72847 2,497.50	LANDSCAPE PLANNING SERVICES 723		ACH Transaction	2,497.50
8803-53	SITE DESIGN GROUP, LTD.	01-26-023-72847 3,414.05	LANDSCAPE PLANNING SERVICES 723		ACH Transaction	3,414.05
7698-111	SITE DESIGN GROUP, LTD.	01-26-023-72847 2,266.25	LANDSCAPE PLANNING SERVICES 723		ACH Transaction	2,266.25
8498-79	SITE DESIGN GROUP, LTD.	01-26-023-72847 3,931.25	LANDSCAPE PLANNING SERVICES 723		ACH Transaction	3,931.25

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
LEGALSHIELD						
Total LEGALSHIELD:						59.85
A CUT ABOVE TREE & STUMP						
E139209	A CUT ABOVE TREE & STUMP	01-26-023-72790 2,375.00	TREE REMOVAL 3 TREES - 17019 1278		Paper Check	2,375.00
Total A CUT ABOVE TREE & STUMP:						2,375.00
AMERICAN WATER						
4000308201	AMERICAN WATER	64-00-000-73225 455.67	JUNE '25 FLAT MONTHLY FEE 1279		Paper Check	455.67
Total AMERICAN WATER:						455.67
AREA LANDSCAPE SUPPLY, INC.						
2094815	AREA LANDSCAPE SUPPLY, INC.	01-26-025-73680 308.00	C/MASON/POOL SAND, C/KENTUCK 1280		Paper Check	308.00
Total AREA LANDSCAPE SUPPLY, INC.:						308.00
BANGING GAVEL BREWS						
071825	BANGING GAVEL BREWS	01-14-000-72974-0456 3,018.75	FOOD FOR EMPLOYEE TENT HS GR 1281		Paper Check	3,018.75
Total BANGING GAVEL BREWS:						3,018.75
BETTENHAUSEN CONSTRUCTION SERV						
250089	BETTENHAUSEN CONSTRUCTION SERVICES	01-26-023-72890 281.25 60-00-000-73681 413.44 63-00-000-73681 45.94 64-00-000-73681 196.87	VTP2528 - SEMI TRUCK TIME FO 1282		Paper Check	937.50
Total BETTENHAUSEN CONSTRUCTION SERV:						937.50
BRIGID CAPITAL, LLC						
072325	BRIGID CAPITAL, LLC	01-14-000-79010 200.00	REFUND - CONTRACTOR LICENSE 1283		Paper Check	200.00
Total BRIGID CAPITAL, LLC:						200.00
CALUMET CITY PLUMBING CO, INC.						
68512	CALUMET CITY PLUMBING CO, INC.	60-00-000-72745 2,653.08 63-00-000-72745 2,653.08 64-00-000-72745 2,274.08	EMERGENCY WATER MAIN REPAIR 1284		Paper Check	7,580.24
Total CALUMET CITY PLUMBING CO, INC.:						7,580.24
CASE LOTS INC						
2244	CASE LOTS INC	01-26-025-73580 819.10	TOILET PAPER, WHITE MULTIFOL 1285		Paper Check	819.10
Total CASE LOTS INC:						819.10
CENTRAL SOD FARMS INC						
55-7483	CENTRAL SOD FARMS INC	01-26-023-73680 591.00	KENTUCKY BLUEGRASS SOD 1286		Paper Check	591.00

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
CENTRAL SOD FARMS INC						
Total CENTRAL SOD FARMS INC:						591.00
CHARGED-UP K9 LLC						
INV0008	CHARGED-UP K9 LLC	01-17-220-72240 325.00	K9 HELMUT BOARDING - JUNE BO 1287		Paper Check	325.00
Total CHARGED-UP K9 LLC:						325.00
CHICAGOLAND INVESTIGATIVE SERV						
6352	CHICAGOLAND INVESTIGATIVE SERV	01-14-000-72446 3,018.95	FY26 BACKGROUND CHECKS	1288	Paper Check	3,018.95
6393	CHICAGOLAND INVESTIGATIVE SERV	01-14-000-72446 4,689.00	FY26 BACKGROUND CHECKS	1288	Paper Check	4,689.00
Total CHICAGOLAND INVESTIGATIVE SERV:						7,707.95
CINTAS CORPORATION						
4236803686	CINTAS CORPORATION	01-26-025-72790 392.33	MATS-PW GARAGE	1289	Paper Check	392.33
Total CINTAS CORPORATION:						392.33
CONSTELLATION NEWENERGY, INC.						
71003768801	CONSTELLATION NEWENERGY, INC.	01-26-025-72510 4,084.37	CUST# 795603-88638 ACCT ID:1 1290		Paper Check	4,084.37
Total CONSTELLATION NEWENERGY, INC.:						4,084.37
CORE INTEGRATED MARKETING						
132817	CORE INTEGRATED MARKETING	01-75-206-72923-0050 452.00	HARMONY SQUARE HS/MVCC SPONS 1291		Paper Check	452.00
132899	CORE INTEGRATED MARKETING	01-75-206-72923-0050 277.00	INDOOR CROSS BASES, REPLACEM 1291		Paper Check	277.00
Total CORE INTEGRATED MARKETING:						729.00
DAJANI, OSAMAH						
070225	DAJANI OSAMAH	01-17-220-72140 40.00	REIM: LUNCH DURING CRYPTO-CU 1292		Paper Check	40.00
Total DAJANI, OSAMAH:						40.00
DEL GALDO LAW GROUP LLC						
38400	DEL GALDO LAW GROUP LLC	01-14-000-72857 1,053.50	LEGAL SERVICES - FOIA 6/1-6/ 1293		Paper Check	1,053.50
38401	DEL GALDO LAW GROUP LLC	01-14-000-72850 35,484.55	LEGAL SVCS - GENERAL 6/1-6/3 1293		Paper Check	35,484.55
38402	DEL GALDO LAW GROUP LLC	01-14-000-72855 8,535.00	LEGAL SVCS - LABOR & EMPLOYM 1293		Paper Check	8,535.00
38403	DEL GALDO LAW GROUP LLC	01-14-000-72850 2,438.50 01-14-000-72858 8,944.50	LEGAL SVCS - LITIGATION 6/1- 1293		Paper Check	11,383.00
Total DEL GALDO LAW GROUP LLC:						56,456.05
DYNEGY ENERGY SERVICES LLC						
010000117437	DYNEGY ENERGY SERVICES LLC	60-00-000-72510 5,175.20 63-00-000-72510 5,175.19	ACCT #9804210600 INV #010000 1294		Paper Check	10,350.39

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Paper Check						
DYNEGY ENERGY SERVICES LLC						
010000117437	DYNEGY ENERGY SERVICES LLC	64-00-000-72510 930.19	ACCT #7703793007 INV #010000 1294		Paper Check	930.19
010000117437	DYNEGY ENERGY SERVICES LLC	64-00-000-72510 362.44	ACCT#7601631787 INV#01000011 1294		Paper Check	362.44
010000117437	DYNEGY ENERGY SERVICES LLC	64-00-000-72510 4,762.18	ACCT#4106881262 INV#01000011 1294		Paper Check	4,762.18
010000117437	DYNEGY ENERGY SERVICES LLC	60-00-000-72510 7,334.48 63-00-000-72510 7,334.48	ACCT#1904247358 INV#01000011 1294		Paper Check	14,668.96
Total DYNEGY ENERGY SERVICES LLC:						31,074.16
EAGLE UNIFORM CO INC						
33926-3	EAGLE UNIFORM CO INC	01-19-000-73610 85.00	BLANKET P.O. UNIFORMS - K. D 1295		Paper Check	85.00
Total EAGLE UNIFORM CO INC:						85.00
ETP LABS INC.						
25-137844	ETP LABS INC.	60-00-000-72865 809.20 63-00-000-72865 346.80	COLIFORM SAMPLES 1296		Paper Check	1,156.00
Total ETP LABS INC.:						1,156.00
FLEETPRIDE						
127281470	FLEETPRIDE	01-26-023-72540 86.70	FLANGE WHEEL NUT M22X1.5 #82 1297		Paper Check	86.70
127291049	FLEETPRIDE	01-26-023-72540 45.45	LUBE FILTER, SPIN ON FULL FL 1297		Paper Check	45.45
Total FLEETPRIDE:						132.15
FRAME TECH 1 LLC						
39771	FRAME TECH 1 LLC	01-17-220-72540 150.00	4 WHEEL ALIGNMENT POLICE 7A 1298		Paper Check	150.00
Total FRAME TECH 1 LLC:						150.00
FRIAS, ROBERTO						
070425	FRIAS, ROBERTO	01-17-220-72140 33.99	REIM: MEALS AT TRI-TECH FORE 1299		Paper Check	33.99
Total FRIAS, ROBERTO:						33.99
FUGGER, RONALD						
062525	FUGGER, RONALD	01-17-205-72170 74.46	REIM MEALS - IJOA/DARE CONFE 1300		Paper Check	74.46
Total FUGGER, RONALD:						74.46
GRAINGER						
9574274388	GRAINGER	01-26-025-73117 179.70	FIRST AID KIT W/ HOUSE 63PCS 1301		Paper Check	179.70
Total GRAINGER:						179.70
INTEGRITY SIGN COMPANY						
93595	INTEGRITY SIGN COMPANY	01-26-025-72790 2,460.00	PW GARAGE LOGO 1302		Paper Check	2,460.00

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Paper Check						
INTEGRITY SIGN COMPANY						
Total INTEGRITY SIGN COMPANY:						2,460.00
INTERSTATE BATTERY SYSTEM						
367236	INTERSTATE BATTERY SYSTEM	01-33-300-72540 155.51	MTP-65HD - BLDG. UNIT#71	1303	Paper Check	155.51
Total INTERSTATE BATTERY SYSTEM:						155.51
KLEIN, THORPE & JENKINS, LTD						
250738	KLEIN, THORPE & JENKINS, LTD	01-14-000-72850 105.64	MATTER ID 0114-001 GENERAL/A	1304	Paper Check	105.64
Total KLEIN, THORPE & JENKINS, LTD:						105.64
LEE ENTERPRISES INC						
10000816268-0605	LEE ENTERPRISES INC	01-35-100-72983 2,800.00	SUMMER EVENTS AD 2025 - SOUT	1305	Paper Check	2,800.00
Total LEE ENTERPRISES INC:						2,800.00
LHE, INC.						
2008	LHE, INC.	01-26-023-72527 10,595.00 01-26-023-72527 3,595.00 01-26-023-72527 990.25	BARRICADE TRAILER ASSEMBLY	1306	Paper Check	15,180.25
Total LHE, INC.:						15,180.25
LONDON, SONNY						
072525	LONDON, SONNY	01-17-220-72140 89.11	REIM: LUNCH DURING TRAINING	1307	Paper Check	89.11
Total LONDON, SONNY:						89.11
M. COOPER WINSUPPLY CO.						
228210 01	M. COOPER WINSUPPLY CO.	01-26-025-73410 9.65	4-WAY HYDRANT KEY	1308	Paper Check	9.65
Total M. COOPER WINSUPPLY CO.:						9.65
MAP AUTOMOTIVE OF CHICAGO						
40FP0241	MAP AUTOMOTIVE OF CHICAGO	01-26-025-72540 323.00	BATTERY 36 MOS 850CCA #30 FA	1309	Paper Check	323.00
Total MAP AUTOMOTIVE OF CHICAGO:						323.00
MASTER AUTO SUPPLY / MONARCH						
15030-155064	MASTER AUTO SUPPLY	60-00-000-72540 33.99 63-00-000-72540 11.33 64-00-000-72540 19.43 01-26-023-72540 64.75 01-26-025-72540 32.38	CLAY ABSORBENT - ALL PW	1310	Paper Check	161.88
Total MASTER AUTO SUPPLY / MONARCH:						161.88

MENARDS

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Paper Check						
MENARDS						
79133	MENARDS	01-26-025-73550 59.88	ACCT# 30860257 - LIQUID POOL 1311		Paper Check	59.88
79077	MENARDS	01-26-025-72520 11.44	ACCT# 30860257 - GANG WP BLA 1311		Paper Check	11.44
78986	MENARDS	01-26-025-73680 29.90	ACCT# 30860257 - FOUNTAIN MU 1311		Paper Check	29.90
79078	MENARDS	01-26-025-73580 17.12	ACCT# 30860257 - SOFTSOAP, S 1311		Paper Check	17.12
79025	MENARDS	01-26-025-73570 316.72	ACCT# 30860257 - AMP 2-POLE 1311		Paper Check	316.72
79275	MENARDS	01-26-025-73410 3.29	ACCT# 30860257 - RAZOR BLADE 1311		Paper Check	3.29
79237	MENARDS	01-26-025-72520 5.86	ACCT# 30860257 - SPRAYPAINT 1311		Paper Check	5.86
79232	MENARDS	60-00-000-73410 90.08 63-00-000-73410 10.01 64-00-000-73410 42.90	ACCT# 30860257 - GORILLA XL 1311		Paper Check	142.99
Total MENARDS:						587.20
MSC INDUSTRIAL SUPPLY CO.						
7827405001	MSC INDUSTRIAL SUPPLY CO.	60-00-000-72520 173.43 63-00-000-72520 57.81 64-00-000-72520 99.10 01-26-023-72540 330.34 01-26-025-72540 165.18	PARKRIMP MALE ORING, FEM SEA 1312		Paper Check	825.86
7827464001	MSC INDUSTRIAL SUPPLY CO.	60-00-000-72540 298.22 63-00-000-72540 99.41 64-00-000-72540 170.41 01-26-025-72540 284.01 01-26-023-72540 568.02	SNAP LINK .299", G9 FLAT WAS 1312		Paper Check	1,420.07
Total MSC INDUSTRIAL SUPPLY CO.:						2,245.93
NCPERS - IL IMRF						
REMIT	NCPERS - IL IMRF	86-00-000-20455 1,752.00 86-00-000-20476 (536.00)	Remittance Check	1314	Paper Check	1,216.00
Total NCPERS - IL IMRF:						1,216.00
NICOR						
09977410001 070325	NICOR	01-26-025-72511 188.50	ACCT#09977410001 METER 51468 1315		Paper Check	188.50

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check NICOR 49924710004 071125	NICOR	01-26-025-72511 174.10	ACCT#49924710004 METER 45817 1315		Paper Check	174.10
Total NICOR:						362.60
NORMAN'S CLEANERS 1-10441	NORMAN'S CLEANERS	01-26-025-72520 35.00	LAUNDRY - PW	1316	Paper Check	35.00
Total NORMAN'S CLEANERS:						35.00
PARK ACE HARDWARE 75736/1	PARK ACE HARDWARE	01-17-205-73600 19.17	CUST# 9633 - TAPCUBE HD GRND 1317		Paper Check	19.17
75727/1	PARK ACE HARDWARE	01-26-023-73410 31.47	CUST# 891431 - CABLE TIES 8" 1317		Paper Check	31.47
075752/1	PARK ACE HARDWARE	01-26-025-72520 19.25	CUST# 89143 - RLR JMP 1/4"XR 1317		Paper Check	19.25
075754/1	PARK ACE HARDWARE	01-26-025-72520 26.38	CUST# 89143 - ELMT GRD EXT L 1317		Paper Check	26.38
075718/1	PARK ACE HARDWARE	01-19-000-73870 50.99	CUST# 9404 - WBR QCC1 LP HOS 1317		Paper Check	50.99
Total PARK ACE HARDWARE:						147.26
POLY-TECH AMERICA LLC 7733	POLY-TECH AMERICA LLC	01-19-000-72540 1,058.30 01-19-000-72540 1,049.41 01-19-000-72110 32.58	CUTTER AND SPREADER TILT-N-D 1318		Paper Check	2,140.29
Total POLY-TECH AMERICA LLC:						2,140.29
QBF GRAPHICS GROUP 56162	QBF GRAPHICS GROUP	01-75-206-73870 74.55	STUDIO 67 CORO SIGNS W/ GROM 1319		Paper Check	74.55
Total QBF GRAPHICS GROUP:						74.55
QUILL CORPORATION 44765337	QUILL CORPORATION	01-35-000-73110 219.30	EZLOAD IAM FILM 25X250 3MIL 1320		Paper Check	219.30
Total QUILL CORPORATION:						219.30
S&J DOOR, INC. 17397	S&J DOOR, INC.	01-26-025-72520 700.00	GLASS WINDOW INSTALL + WINDO 1321		Paper Check	700.00
Total S&J DOOR, INC.:						700.00
SAFETY KLEEN SYSTEMS, INC.						

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Paper Check						
SAFETY KLEEN SYSTEMS, INC.						
97624550	SAFETY KLEEN SYSTEMS, INC.	60-00-000-72540 67.26 63-00-000-72540 22.42 64-00-000-72540 38.43 01-26-025-72540 64.05 01-26-023-72540 128.11	16G PARTS WASHER - SOLVENT, 1322	1322	Paper Check	320.27
Total SAFETY KLEEN SYSTEMS, INC.:						320.27
SEECO CONSULTANTS, INC						
11917	SEECO CONSULTANTS, INC	06-00-000-72840-0179 1,496.00	MATERIAL TESTING FOR PMP	1323	Paper Check	1,496.00
Total SEECO CONSULTANTS, INC:						1,496.00
SERVPRO OF FRANKFORT						
4355	SERVPRO OF FRANKFORT	60-00-000-72745 504.00 63-00-000-72745 504.00 64-00-000-72745 432.00	SIDING SUBCONTRACTED 6424 TE 1324	1324	Paper Check	1,440.00
Total SERVPRO OF FRANKFORT:						1,440.00
STAPLES BUSINESS ADVANTAGE						
6035630492	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 35.69	JACKET POLY 1IN EXP LTR ASST 1325	1325	Paper Check	35.69
6036458379	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 190.41	3 TAB FOLDER, STAPLES JUMBO 1325	1325	Paper Check	190.41
6036458381	STAPLES BUSINESS ADVANTAGE	01-17-205-73110 40.81	DOCUMENT HOLDER MESH BLACK, 1325	1325	Paper Check	40.81
Total STAPLES BUSINESS ADVANTAGE:						266.91
SUTTON FORD INC./FLEET SALES						
637500	SUTTON FORD INC./FLEET SALES	01-17-220-72540 164.00	PIPE FUEL FILLER - POLICE UN 1326	1326	Paper Check	164.00
637664	SUTTON FORD INC./FLEET SALES	01-17-220-72540 372.36	SENSOR - HEGO PD CSO-3 1326	1326	Paper Check	372.36
637609	SUTTON FORD INC./FLEET SALES	01-17-220-72540 551.14	PUMP ASY WATER, GASKET, BOLT 1326	1326	Paper Check	551.14
637057CM	SUTTON FORD INC./FLEET SALES	01-17-220-72540 (379.50)	RETURN: KNUCKLE BUSHING - PD 1326	1326	Paper Check	(379.50)
637617	SUTTON FORD INC./FLEET SALES	60-00-000-72540 176.40 63-00-000-72540 58.80 64-00-000-72540 100.80	FUEL CANNISTER WATER #20 1326	1326	Paper Check	336.00
Total SUTTON FORD INC./FLEET SALES:						1,044.00
THOMPSON ELEVATOR INSPECTION						
25-1584	THOMPSON ELEVATOR INSPECTION	01-33-300-72853 75.00	NEW CONSTRUCTION PERMIT INSP 1327	1327	Paper Check	75.00

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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POSTED PAID

BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
THOMPSON ELEVATOR INSPECTION						
Total THOMPSON ELEVATOR INSPECTION:						75.00
VERIZON WIRELESS						
6118439109	VERIZON WIRELESS	01-11-000-72120	ACCT#280481333-00003 MOBILE	1328	Paper Check	10,852.78
		117.98				
		11-00-000-72120				
		58.24				
		01-12-000-72120				
		115.00				
		01-13-000-72120				
		129.93				
		01-16-000-72120				
		896.08				
		01-19-000-72120				
		355.44				
		01-21-000-72127				
		173.24				
		01-33-000-72120				
		176.23				
		01-35-000-72120				
		62.73				
		60-00-000-72120				
		591.41				
		01-26-023-72120				
		1,425.03				
		01-17-220-72120				
		1,284.20				
		01-17-205-72120				
		5,467.27				

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 07/25/2025 - 07/25/2025

POSTED PAID

BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
VERIZON WIRELESS						
6118439108	VERIZON WIRELESS	11-00-000-72127	ACCT#280481333-00001 DATA SV 1329		Paper Check	2,807.00
		53.81				
		01-11-000-72127				
		81.72				
		01-13-000-72127				
		53.81				
		01-12-000-72127				
		81.72				
		01-15-000-72127				
		81.72				
		01-17-205-72127				
		450.18				
		01-17-220-72127				
		946.47				
		01-19-000-72127				
		95.62				
		01-21-000-72127				
		81.72				
		01-21-210-72127				
		465.59				
		01-26-023-72127				
		103.78				
		01-26-025-72127				
		53.81				
		01-33-000-72127				
		95.62				
		01-35-000-72127				
		53.81				
		60-00-000-72127				
		107.62				
Total VERIZON WIRELESS:						13,659.78
WYLETA, ROBERT						
072225	WYLETA, ROBERT	01-14-000-72435	OVERPAYMENT OF RETIREE BENEF 1330		Paper Check	899.01
		899.01				
Total WYLETA, ROBERT:						899.01
Total Paper Check:						169,471.13
Report Total:						1,004,933.00

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POSTED PAID

BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
AIR ONE EQUIPMENT, INC 223779	AIR ONE EQUIPMENT, INC	01-19-000-72750 165.00	SCBA PREVENTATIVE SERVICE &	727	ACH Transaction	165.00
223782	AIR ONE EQUIPMENT, INC	01-19-000-72750 1,005.00	SCBA PREVENTATIVE SERVICE &	727	ACH Transaction	1,005.00
223780	AIR ONE EQUIPMENT, INC	01-19-000-72750 165.00	SCBA PREVENTATIVE SERVICE &	727	ACH Transaction	165.00
Total AIR ONE EQUIPMENT, INC:						1,335.00
AL WARREN OIL CO INC W1766591	AL WARREN OIL CO INC	01-17-205-73530 13,333.52 01-19-000-73530 1,149.85 60-00-000-73530 792.35 63-00-000-73530 198.09 64-00-000-73530 424.47 01-26-023-73530 2,089.27 01-26-025-73530 1,128.06 01-33-000-72530 177.60 01-35-000-73530 182.45 01-12-000-73530 180.83 01-14-000-73532 59.74 01-42-000-73530 763.16 01-21-000-73530 2,037.61	N.I. GAS USED 7/12-7/22/25	728	ACH Transaction	22,517.00
Total AL WARREN OIL CO INC:						22,517.00
AMAZON CAPITAL SERVICES, INC. 1C4R-WMQF-76TL	AMAZON CAPITAL SERVICES, INC.	01-75-206-73580 148.14	BOARDWALK C-FOLD BATHROOM PA	729	ACH Transaction	148.14
1TVL-HCJ7-74TR	AMAZON CAPITAL SERVICES, INC.	01-17-220-73600 52.19	SIRCHIE FINGERPRINT INK #111	729	ACH Transaction	52.19
1DYC-WLHN-9FMR	AMAZON CAPITAL SERVICES, INC.	01-17-220-73600 495.18	SIMPLE HOUSEWARE FREEZER BIN	729	ACH Transaction	495.18
1CWH-FPT3-KHNT	AMAZON CAPITAL SERVICES, INC.	01-12-000-73110 50.97	THINKTEX ACCORDION FILE ORGA	729	ACH Transaction	50.97
16TV-VY4D-7NM6	AMAZON CAPITAL SERVICES, INC.	01-17-205-73600 208.84	SHENGXIN RETRACTABLE KEYCHAI	729	ACH Transaction	208.84
11HK-MYHV-QD4X	AMAZON CAPITAL SERVICES, INC.	01-21-000-73870 (85.55)	RETURN - MICROWAVE OVEN #114	729	ACH Transaction	(85.55)

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BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
AMAZON CAPITAL SERVICES, INC.						
1TC4-F7XV-3LP4	AMAZON CAPITAL SERVICES, INC.	60-00-000-73870	640Z IRIDESCENT BUBBLE SOLUT 729		ACH Transaction	35.94
		5.03				
		63-00-000-73870				
		5.03				
		64-00-000-73870				
		4.32				
		01-26-023-73870				
		14.37				
		01-26-025-73870				
		7.19				
19T9-9NPF-3Q1H	AMAZON CAPITAL SERVICES, INC.	01-26-023-73840	38-16 X 3/4" BUTTON HEAD SOC 729		ACH Transaction	8.99
		8.99				
Total AMAZON CAPITAL SERVICES, INC.:						914.70
ARC ILLINOIS / ARC IMAGING						
966329	ARC ILLINOIS / ARC IMAGING	01-35-000-73110	HP 727 MAGENTA INK CTG 130ML 730		ACH Transaction	123.65
		123.65				
966424	ARC ILLINOIS / ARC IMAGING	01-35-000-73110	26X150 24# COLOR INKJET BON 730		ACH Transaction	176.53
		176.53				
Total ARC ILLINOIS / ARC IMAGING:						300.18
CHICAGO PARTS & SOUND ENTERPRISES LLC						
43C0000363	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-21-000-72540	CORE RETURN - EMA UNIT \$671 731		ACH Transaction	(42.00)
		(42.00)				
43V0004287	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-220-72540	VALVE ASSEMBLY - POLICE UNIT 731		ACH Transaction	42.31
		42.31				
43V0004325	CHICAGO PARTS & SOUND ENTERPRISES LLC	60-00-000-72540	FILTER - ASM - OIL WATER UNI 731		ACH Transaction	4.50
		2.36				
		63-00-000-72540				
		0.79				
		64-00-000-72540				
		1.35				
43V0004269	CHICAGO PARTS & SOUND ENTERPRISES LLC	60-00-000-72540	17-24 PACIFICA BLACK FRO - W 731		ACH Transaction	285.51
		149.89				
		63-00-000-72540				
		49.96				
		64-00-000-72540				
		85.66				
Total CHICAGO PARTS & SOUND ENTERPRISES LLC:						290.32
CHICAGO PARTS & SOUND POLICE DEPT SYSTEMS						
1934	CHICAGO PARTS & SOUND LLC	01-17-220-72540	REMOVE RADIO AND ANTENNA, IN 732		ACH Transaction	250.00
		250.00				
1935	CHICAGO PARTS & SOUND LLC	01-17-220-72540	REMOVE RADIO AND ANTENNA, IN 732		ACH Transaction	250.00
		250.00				
1936	CHICAGO PARTS & SOUND LLC	60-00-000-72540	REMOVE ANTENNA AND INSTALL N 732		ACH Transaction	175.00
		45.94				
		63-00-000-72540				
		15.31				
		64-00-000-72540				
		26.25				
		01-26-023-72540				
		87.50				
Total CHICAGO PARTS & SOUND POLICE DEPT SYSTEMS:						675.00

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
CITY ESCAPE GARDEN & DESIGN						
14709	CITY ESCAPE GARDEN & DESIGN	01-33-300-72744 275.00	CUTTING GRASS MAINTENANCE - 733		ACH Transaction	275.00
14706	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 4,805.00	LANDSCAPE PLANTERS - HARMONY 733		ACH Transaction	4,805.00
14523	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 3,840.00	LANDSCAPE PLANTERS - MAY 202 733		ACH Transaction	3,840.00
14369	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 2,000.00	LANDSCAPE PLANTERS - MAY SER 733		ACH Transaction	2,000.00
14513	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 400.00	LANDSCAPE PLANTERS - MAY SER 733		ACH Transaction	400.00
14343	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 539.28	LANDSCAPE PLANTERS - ADDITIO 733		ACH Transaction	539.28
Total CITY ESCAPE GARDEN & DESIGN:						11,859.28
CONSERV FS, INC.						
66065185	CONSERV FS, INC.	01-26-023-73680 112.50	GREENSKEEPER SUNNY GLAMOUR M 734		ACH Transaction	112.50
66065202	CONSERV FS, INC.	60-00-000-73680 64.52 63-00-000-73680 7.17 64-00-000-73680 30.72	STRUCTRON LH GARDEN SPADE 734		ACH Transaction	102.41
Total CONSERV FS, INC.:						214.91
EJ USA. INC						

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BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
EJ USA. INC						
110250051195	EJ USA. INC	60-00-000-73632	HYDRANT PARTS	735	ACH Transaction	4,866.75
		467.54				
		64-00-000-73632				
		200.38				
		60-00-000-73632				
		1,207.89				
		64-00-000-73632				
		517.67				
		60-00-000-73632				
		198.55				
		64-00-000-73632				
		85.09				
		60-00-000-73632				
		227.25				
		64-00-000-73632				
		97.39				
		60-00-000-73632				
		1.64				
		64-00-000-73632				
		0.70				
		60-00-000-73632				
		1.93				
		64-00-000-73632				
		0.83				
		60-00-000-73632				
		814.44				
		64-00-000-73632				
		349.04				
		60-00-000-73632				
		194.46				
		64-00-000-73630				
		83.34				
		60-00-000-73632				
		83.52				
		64-00-000-73632				
		35.80				
		60-00-000-73632				
		42.78				
		64-00-000-73632				
		18.34				
		60-00-000-73632				
		15.04				
		64-00-000-73632				
		6.44				
		60-00-000-73632				
		151.68				
		64-00-000-73632				
		65.01				
Total EJ USA. INC:						4,866.75
ELEMENT GRAPHICS & DESIGN, INC						
31038	ELEMENT GRAPHICS & DESIGN, INC	01-21-000-73610	VINYL GRAPHICS - HARD HAT DE 736		ACH Transaction	32.88
		32.88				

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
ELEMENT GRAPHICS & DESIGN, INC 30982	ELEMENT GRAPHICS & DESIGN, INC	01-26-025-72540 459.62	VINYL GRAPHICS - PUBLIC WORK 736		ACH Transaction	1,149.06
		60-00-000-72540 120.65				
		63-00-000-72540 40.22				
		64-00-000-72540 68.94				
		01-26-023-72540 459.63				
Total ELEMENT GRAPHICS & DESIGN, INC:						1,181.94
FMP (FACTORY MOTOR PARTS) 52-594893	FMP	01-17-220-72540 135.88	COATED BRAKE ROTOR - POLICE 737		ACH Transaction	135.88
Total FMP (FACTORY MOTOR PARTS):						135.88
FOX VALLEY FIRE & SAFETY CO. IN00789223	FOX VALLEY FIRE & SAFETY CO.	14-00-000-72800 550.00	RADIO INSTALLATION - HARMONY 738		ACH Transaction	550.00
IN00789224	FOX VALLEY FIRE & SAFETY CO.	14-00-000-72800 550.00	RADIO INSTALLATION - HARMONY 738		ACH Transaction	550.00
Total FOX VALLEY FIRE & SAFETY CO.:						1,100.00
GENESISONE 986464	GENESISONE	01-16-000-72756 958.20	CONTRACT 8018-02 5/12-8/11/2 739		ACH Transaction	958.20
Total GENESISONE:						958.20
HOMWOOD DISPOSAL SERVICE 9468648	HOMWOOD DISPOSAL SERVICE	60-00-000-72540 57.75	10 YD EXCHANGE - TIRES 740		ACH Transaction	275.00
		63-00-000-72540 19.25				
		64-00-000-72540 33.00				
		01-26-023-72540 110.00				
		01-26-025-72540 55.00				
Total HOMWOOD DISPOSAL SERVICE:						275.00
M&J UNDERGROUND, INC 063025	M&J UNDERGROUND, INC	60-00-002-75707 183,770.60	WATER MAIN REPLACEMENT BID P 741		ACH Transaction	408,379.11
		60-00-002-75708 142,932.69				
		60-00-002-75709 81,675.82				
063025-2	M&J UNDERGROUND, INC	60-00-002-75710 201,417.65	WATER MAIN REPLACEMENT BID P 741		ACH Transaction	575,479.00
		60-00-002-75711 374,061.35				
Total M&J UNDERGROUND, INC:						983,858.11

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
ACH Transaction						
MARIO'S EVENT RENTALS QBI22775	MARIO'S EVENT RENTALS	01-35-000-72954 2,994.10	TENT RENTAL FOR MEMORIAL DAY 742		ACH Transaction	2,994.10
QBI22846	MARIO'S EVENT RENTALS	01-75-206-72923-0050 5,244.25	SHADE TENTS, TABLES AND CHAI 742		ACH Transaction	5,244.25
Total MARIO'S EVENT RENTALS:						8,238.35
MIDWEST MECHANICAL GROUP LLC						
112173642	MIDWEST MECHANICAL GROUP LLC	01-26-025-72520 371.50	SERVICE CALL 2507-1662 SITE 743		ACH Transaction	371.50
Total MIDWEST MECHANICAL GROUP LLC:						371.50
NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH						
562773	NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH	01-14-000-72446 662.00	OCCUPATIONAL HEALTH SERVICES 744		ACH Transaction	1,330.00
		01-14-000-72446 343.00				
		01-14-000-72450 325.00				
563990	NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH	01-14-000-72446 805.00	OCCUPATIONAL HEALTH SERVICES 745		ACH Transaction	805.00
564263	NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH	01-14-000-72446 130.00	OCCUPATIONAL HEALTH SERVICES 746		ACH Transaction	130.00
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALTH:						2,265.00
OFFICE REVOLUTION LLC						
177543	OFFICE REVOLUTION LLC	75-00-000-72742-0323 709.00	HARMONY SQUARE BLDG A OUTDOO 747		ACH Transaction	709.00
Total OFFICE REVOLUTION LLC:						709.00
RAY O' HERRON CO INC						
2423565	RAY O' HERRON CO INC	01-19-000-73610 292.47	BLANKET PURCHASE ORDER FOR U 748		ACH Transaction	292.47
2423707	RAY O' HERRON CO INC	01-19-000-73610 98.99	BLANKET PURCHASE ORDER FOR U 748		ACH Transaction	98.99
2423785	RAY O' HERRON CO INC	01-19-000-73610 98.99	BLANKET PURCHASE ORDER FOR U 748		ACH Transaction	98.99
2423916	RAY O' HERRON CO INC	01-19-000-73610 60.48	BLANKET PURCHASE ORDER FOR U 748		ACH Transaction	60.48
2424637	RAY O' HERRON CO INC	01-19-000-73610 260.10	BLANKET PURCHASE ORDER FOR U 748		ACH Transaction	260.10
Total RAY O' HERRON CO INC:						811.03
ROBINSON ENGINEERING LTD.						
25070325	ROBINSON ENGINEERING LTD.	01-26-023-72840 861.75	25-R0055 TP 2025 MISC ENGINE 749		ACH Transaction	861.75
25050422	ROBINSON ENGINEERING LTD.	33-00-002-75131-0445 11,426.00	24-R0489 - VILLAGE HALL ENT 749		ACH Transaction	11,426.00
25070407	ROBINSON ENGINEERING LTD.	60-00-002-75806-0113 12,131.00 64-00-002-75806-0113 12,131.00	16-R0402.04 175TH ST CONSTRU 749		ACH Transaction	24,262.00

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ACH Transaction						
ROBINSON ENGINEERING LTD. 25070315	ROBINSON ENGINEERING LTD.	75-00-002-72742-0323 13,944.00 33-00-002-72742-0323 2,856.00	19-R0285.04 HARMONY SQUARE D 749		ACH Transaction	16,800.00
25070321	ROBINSON ENGINEERING LTD.	01-14-000-72840 791.25	22-R0644.10 TP FAMILY DENTAL 749		ACH Transaction	791.25
25070318	ROBINSON ENGINEERING LTD.	01-14-000-72840 778.75	22-R0644.06 TP MARRIOTT CONS 749		ACH Transaction	778.75
25070319	ROBINSON ENGINEERING LTD.	01-14-000-72840 539.50	22-R0644.08 TP WILLOWS/88TH 749		ACH Transaction	539.50
25070322	ROBINSON ENGINEERING LTD.	01-14-000-72840 13,643.25	24-R0386 TP SPORTS DOME (760 749		ACH Transaction	13,643.25
25070320	ROBINSON ENGINEERING LTD.	01-14-000-72840 649.50	22-R0644.09 TP AZAL COFFEE C 749		ACH Transaction	649.50
Total ROBINSON ENGINEERING LTD.:						69,752.00
SERVICE SANITATION, INC. 9093934	SERVICE SANITATION, INC.	01-75-206-72923-0050 10,380.00	PORTAPOTTY UNITS FOR BLOCK P 750		ACH Transaction	10,380.00
Total SERVICE SANITATION, INC.:						10,380.00
SIKICH LLP 103902	SIKICH LLP	01-14-000-72845 12,000.00	AUDIT SERVICES FY'25	751	ACH Transaction	12,000.00
Total SIKICH LLP:						12,000.00
SIRCHIE 0701507-IN	SIRCHIE	01-17-225-73550 42.01	PHOTO ID MARKERS, LIFTING TA 752		ACH Transaction	42.01
0689791-IN	SIRCHIE	01-17-225-73550 81.60	CAP SHURE STERILE SWABS, HIN 752		ACH Transaction	81.60
0690646-IN	SIRCHIE	01-17-225-73550 436.20	CAP SHURE STERILE SWABS, HIN 752		ACH Transaction	436.20
Total SIRCHIE:						559.81
STEINER ELECTRIC COMPANY S007805461.002	STEINER ELECTRIC COMPANY	01-26-025-73570 99.32	SCH80 CONDUIT 10FT, SCH80 CO 753		ACH Transaction	99.32
S007805461.001	STEINER ELECTRIC COMPANY	01-26-025-73570 1,045.45	SCH80 CONDUIT 10FT, PVC COUP 753		ACH Transaction	1,045.45
S007803945.001	STEINER ELECTRIC COMPANY	01-26-025-73570 237.84	5000K MEDIUM BI PIN BASE LUM 753		ACH Transaction	237.84
Total STEINER ELECTRIC COMPANY:						1,382.61
STERNBERG LIGHTING, INC. 75046	STERNBERG LIGHTING, INC.	01-26-025-73570 8,125.00 01-26-025-73570 10,720.00	STREET LIGHT - POLE MOUNTED 754		ACH Transaction	18,845.00
Total STERNBERG LIGHTING, INC.:						18,845.00
WAREHOUSE DIRECT INC						

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ACH Transaction						
WAREHOUSE DIRECT INC 5959329-0	WAREHOUSE DIRECT INC	01-17-205-73110 659.85 01-26-025-74110 49.05	WASTEBASKET, COPY PAPER	755	ACH Transaction	708.90
Total WAREHOUSE DIRECT INC:						708.90
WELLNESS IQ INC						
22446	WELLNESS IQ INC	01-14-000-72447 2,050.00	FY26 MOBILE WELLNESS PROGRAM 756		ACH Transaction	2,050.00
22549	WELLNESS IQ INC	01-14-000-72447 2,250.00	FY26 MOBILE WELLNESS PROGRAM 756		ACH Transaction	2,250.00
Total WELLNESS IQ INC:						4,300.00
WRIGHT MATERIALS LLC						
10019	WRIGHT MATERIALS LLC	01-26-023-73680 400.00	IKEA PULVERIZED 6-WHEELER TK 757		ACH Transaction	400.00
10146	WRIGHT MATERIALS LLC	01-26-023-73680 500.00	IKEA PULVERIZED 4-WHEELER TK 757		ACH Transaction	500.00
Total WRIGHT MATERIALS LLC:						900.00
Total ACH Transaction:						1,161,705.47
Paper Check						
A T & T						
2512944015	A T & T	01-14-000-72120 2,263.01 60-00-000-72120 74.55	ACCT#831001-1782085 VILL OF 1332		Paper Check	2,337.56
8310012334811 71125	A T & T	01-14-000-72120 1,167.89 60-00-000-72120 74.55	ACCT#8310012334811 VILL OF T 1332		Paper Check	1,242.44
Total A T & T:						3,580.00
A T & T LONG DISTANCE						
827776689 0704	A T & T LONG DISTANCE	01-17-225-72120-0129 82.36	CORPORATE ID931719 LB TIP LI 1333		Paper Check	82.36
Total A T & T LONG DISTANCE:						82.36
ADAMS, JILLIAN						
072925	ADAMS, JILLIAN	01-75-206-72923-0018 150.00	FARMERS MARKET MUSICIAN 8/16 1334		Paper Check	150.00
Total ADAMS, JILLIAN:						150.00
AMERICAN WATER WORKS ASSOC						
50246279	AMERICAN WATER WORKS ASSOC	64-00-000-72720 87.12 01-26-023-72720 176.88	MEMBER# 2986968 - DARLENE MI 1335		Paper Check	264.00
Total AMERICAN WATER WORKS ASSOC:						264.00
BENS SOFT PRETZELS						
072925	BEN'S SOFT PRETZELS	01-75-206-72923-0018 65.00	FOOD VOUCHER REIMBURSEMENT A 1336		Paper Check	65.00

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
BENS SOFT PRETZELS						
Total BENS SOFT PRETZELS:						65.00
BETTENHAUSEN CONSTRUCTION SERV						
250097	BETTENHAUSEN CONSTRUCTION SERVICES	01-26-023-72890 300.00 60-00-000-73681 441.00 63-00-000-73681 49.00 64-00-000-73681 210.00	VTP2529 - SEMI TRUCK TIME FO 1337		Paper Check	1,000.00
250098	BETTENHAUSEN CONSTRUCTION SERVICES	01-26-023-72890 300.00 60-00-000-73681 441.00 63-00-000-73681 49.00 64-00-000-73681 210.00	VTP2529 - SEMI TRUCK TIME FO 1337		Paper Check	1,000.00
Total BETTENHAUSEN CONSTRUCTION SERV:						2,000.00
BRAND BUILDERS APPAREL INC						
1003998	BRAND BUILDERS APPAREL INC	01-35-000-73210 3,225.00	LONG SLEEVE T-SHIRTS 2025 - 1338		Paper Check	3,225.00
Total BRAND BUILDERS APPAREL INC:						3,225.00
BS&A SOFTWARE LLC						
162719	BS&A SOFTWARE LLC	01-15-000-72655 1,848.00	PERMIT APPLICATION SUBMISSIO 1339		Paper Check	1,848.00
Total BS&A SOFTWARE LLC:						1,848.00
CELTIC COMMERCIAL PAINTING,LLC						
13201	CELTIC COMMERCIAL PAINTING,LLC	01-26-025-72520 3,250.00 01-26-025-72520 4,185.00	PAINT WORK AT FIRE STATION # 1340		Paper Check	7,435.00
Total CELTIC COMMERCIAL PAINTING,LLC:						7,435.00
CENTRAL SOD FARMS INC						
55-7623	CENTRAL SOD FARMS INC	60-00-000-73860 45.74 63-00-000-73860 5.09 64-00-000-73860 21.77	KENTUCKY BLUEGRASS SOD 1341		Paper Check	72.60
55-7787	CENTRAL SOD FARMS INC	01-26-023-73680 414.00	KENTUCKY BLUEGRASS SOD 1341		Paper Check	414.00
Total CENTRAL SOD FARMS INC:						486.60
CHICAGO STREET CCDD, LLC						
28584	CHICAGO STREET CCDD, LLC	01-26-023-72890 480.00	DUMP FEE 7/7, 7/8 & 7/9/25 1342		Paper Check	480.00
Total CHICAGO STREET CCDD, LLC:						480.00
CHICAGO TRIBUNE COMPANY LLC						

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Paper Check						
CHICAGO TRIBUNE COMPANY LLC						
166164234	CHICAGO TRIBUNE COMPANY LLC	01-14-000-72720 630.99	WEEKLY (MON-FRI) PRINT & DIG 1343		Paper Check	630.99
74072186	CHICAGO TRIBUNE COMPANY LLC	01-14-000-72720 604.99	DAILY SOUTHTOWN SUNDAY-FRIDA 1343		Paper Check	604.99
119438539000	CHICAGO TRIBUNE COMPANY LLC	01-35-100-72983 3,575.00	FACEBOOK HANDSHAKE AD 1344		Paper Check	3,575.00
119438539000.	CHICAGO TRIBUNE COMPANY LLC	01-33-310-72330 614.59	CLASSIFIED AD'S 6/1- 6/30/25 1344		Paper Check	614.59
Total CHICAGO TRIBUNE COMPANY LLC:						5,425.57
CINTAS CORPORATION						
5280051604	CINTAS CORPORATION	01-26-025-73117 52.54	MEDICINE CABINET - PUMP HOUS 1345		Paper Check	52.54
9330419951	CINTAS CORPORATION	01-26-025-73117 76.19	MEDICINE CABINET - SHOOTING 1345		Paper Check	76.19
5280051611	CINTAS CORPORATION	01-26-025-73117 7.53	MEDICINE CABINET - PD 1345		Paper Check	7.53
5280051610	CINTAS CORPORATION	01-26-025-73117 143.14	MEDICINE CABINET - FD TRAINI 1345		Paper Check	143.14
9330404622	CINTAS CORPORATION	01-26-025-73117 173.78	MEDICINE CABINET - FIRE STAT 1345		Paper Check	173.78
5280051607	CINTAS CORPORATION	01-26-025-73117 206.20	MEDICINE CABINET - PUBLIC SA 1345		Paper Check	206.20
5280051603	CINTAS CORPORATION	01-26-025-73117 33.77	MEDICINE CABINET - PUMP HOUS 1345		Paper Check	33.77
5280051609	CINTAS CORPORATION	01-26-025-73117 13.54	MEDICINE CABINET - FIRE STAT 1345		Paper Check	13.54
5280051606	CINTAS CORPORATION	01-26-025-73117 210.12	MEDICINE CABINET - FIRE STAT 1345		Paper Check	210.12
9330417267	CINTAS CORPORATION	01-26-025-73117 111.32	MEDICINE CABINET - PUBLIC SA 1345		Paper Check	111.32
5280051608	CINTAS CORPORATION	01-26-025-73117 115.48	MEDICINE CABINET - SHOOTING 1345		Paper Check	115.48
Total CINTAS CORPORATION:						1,143.61
COMCAST CABLE						
8771401810316240 714	COMCAST CABLE	01-17-205-72517 70.62	ACCT #8771401810316240 6/21- 1346		Paper Check	70.62
8771401810265348	COMCAST CABLE	01-19-000-72517 129.73	ACCT#8771401810265348 FD 7/2 1346		Paper Check	129.73
8771401810784702	COMCAST CABLE	01-19-000-72517 122.35	ACCT#8771401810784702 7825 1 1346		Paper Check	122.35
Total COMCAST CABLE:						322.70
COMED - COMMONWEALTH EDISON						
1201166000 071625	COMED - COMMONWEALTH EDISON	64-00-000-72510 109.84	ACCT#1201166000 7950 W TIMBE 1347		Paper Check	109.84
8480205000 71625	COMED - COMMONWEALTH EDISON	70-00-000-72510 27.96	ACCT#8480205000 7650 TIMBER 1348		Paper Check	27.96
7271373000 071625	COMED - COMMONWEALTH EDISON	01-26-025-72510 5,105.17	ACCT#7271373000 18001 80TH A 1349		Paper Check	5,105.17
2563562000 71825	COMED - COMMONWEALTH EDISON	01-26-025-72510 17.39	ACC#2563562000 9342 PARKWOOD 1350		Paper Check	17.39

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
COMED - COMMONWEALTH EDISON	EDISON					
8834574000 71825	COMED - COMMONWEALTH EDISON	01-26-025-72510 60.23	ACCT#8834574000 19948 SILVER 1351		Paper Check	60.23
4267014000 71825	COMED - COMMONWEALTH EDISON	64-00-000-72510 120.84	ACCT#4267014000 LAPORTE & WA 1352		Paper Check	120.84
1955173000 71825	COMED - COMMONWEALTH EDISON	64-00-000-72510 563.93	ACCT#1955173000 BROOKSIDE GL 1353		Paper Check	563.93
3446710807 071725	COMED - COMMONWEALTH EDISON	01-75-206-72510 218.21	ACCT#3446710807 17317 NORTH 1354		Paper Check	218.21
4108445955 71725	COMED - COMMONWEALTH EDISON	01-75-206-72510 323.17	ACCT#4108445955 17315 NORTH 1355		Paper Check	323.17
5090832113 71725	COMED - COMMONWEALTH EDISON	01-75-206-72510 874.71	ACCT#5090832113 17329 NORTH 1356		Paper Check	874.71
9910061397 071825	COMED - COMMONWEALTH EDISON	01-75-206-72510 1,239.28	ACCT#9910061397 17323 NORTH 1357		Paper Check	1,239.28
Total COMED - COMMONWEALTH EDISON:						8,660.73
DUSOLD, ANNA LEE						
083025	DUSOLD, ANNA LEE	01-75-206-72923-0018 50.00	YOGA ON 8/30/25 FARMERS MARK 1358		Paper Check	50.00
081625	DUSOLD, ANNA LEE	01-75-206-72923-0018 50.00	YOGA ON 8/16/25 FARMERS MARK 1359		Paper Check	50.00
082325	DUSOLD, ANNA LEE	01-75-206-72923-0018 50.00	YOGA ON 8/23/25 FARMERS MARK 1360		Paper Check	50.00
080925	DUSOLD, ANNA LEE	01-75-206-72923-0018 50.00	YOGA ON 8/9/24 FARMERS MARKE 1361		Paper Check	50.00
080225	DUSOLD, ANNA LEE	01-75-206-72923-0018 50.00	YOGA ON 8/2/25 FARMERS MARKE 1362		Paper Check	50.00
Total DUSOLD, ANNA LEE:						250.00
EAGLE UNIFORM CO INC						
33331-3	EAGLE UNIFORM CO INC	01-21-000-73610 95.00	VEST - SCOTT SCHULTZ - GOLD 1363		Paper Check	95.00
Total EAGLE UNIFORM CO INC:						95.00
ECOLAB PEST ELIMINATION INC.						
8557012	ECOLAB PEST ELIMINATION INC.	01-26-025-72790 638.25	COCKROACH/RODENT PROGRAM - V 1364		Paper Check	638.25
8557013	ECOLAB PEST ELIMINATION INC.	01-26-025-72790 93.40	COCKROAD/RODENT PROGRAM - TR 1364		Paper Check	93.40
Total ECOLAB PEST ELIMINATION INC.:						731.65
FUN FUN FUN DJS						
081925	FUN FUN FUN DJS	01-75-206-72923-0197 200.00	DJ SERVICES FOR CRUISE NIGHT 1365		Paper Check	200.00
Total FUN FUN FUN DJS:						200.00
GOLDY LOCKS INC						
83754966	GOLDY LOCKS INC	01-26-025-73840 175.00	KEYBLANK M-M KEY BLANK 1366		Paper Check	175.00
83974450	GOLDY LOCKS INC	01-26-025-73840 24.75	SINGLE CUT DUPLICATE KEY 1366		Paper Check	24.75
Total GOLDY LOCKS INC:						199.75

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check GRAINGER 9580822667	GRAINGER	60-00-000-73410 93.52 63-00-000-73410 10.39 64-00-000-73410 44.53	MARKING WANT .33-5/8IN	1367	Paper Check	148.44
9581609675	GRAINGER	01-26-025-73580 209.16	CLEANER AND POLISH 16OZ AERO	1367	Paper Check	209.16
Total GRAINGER:						357.60
HOME DEPOT CREDIT SERVICES 7935167	HOME DEPOT CREDIT SERVICES	01-26-025-74110 384.62	****2304 BULLETIN BOARDS FOR	1368	Paper Check	384.62
Total HOME DEPOT CREDIT SERVICES:						384.62
INTERSTATE BATTERY SYSTEM 367751	INTERSTATE BATTERY SYSTEM	01-26-023-72540 155.51	ATCORE MTP-65HD BATTERY	1369	Paper Check	155.51
Total INTERSTATE BATTERY SYSTEM:						155.51
JEWEL OSCO 00808854	JEWEL OSCO	01-14-000-73115 117.41	****8778 CHEX MIX, CHEEZE IT	1370	Paper Check	117.41
Total JEWEL OSCO:						117.41
JOE RIZZA FORD OF ORLAND PARK 735862	JOE RIZZA FORD OF ORLAND PARK	60-00-000-72540 104.97 63-00-000-72540 34.99 64-00-000-72540 59.99	TECH DIAGNOSTIC - FOUND DAMA	1371	Paper Check	199.95
Total JOE RIZZA FORD OF ORLAND PARK:						199.95
LAKA, GREGORY DAVID 071525	LAKA, GREGORY DAVID	01-26-023-73840 248.17	REIMBURSEMENT FOR DAMAGE TO	1372	Paper Check	248.17
Total LAKA, GREGORY DAVID:						248.17
LINDE GAS & EQUIPMENT INC 51035625	LINDE GAS & EQUIPMENT INC	60-00-000-73730 23.55 63-00-000-73730 23.55 64-00-000-73730 20.20 01-26-023-73730 67.30 01-26-025-73730 33.66	CUST#71784874 - INDUST ACET	1373	Paper Check	168.26
Total LINDE GAS & EQUIPMENT INC:						168.26
MAP AUTOMOTIVE OF CHICAGO 40FJ9423	MAP AUTOMOTIVE OF CHICAGO	01-17-220-72540 (18.00)	CREDIT - CORE RETURN MTB COR	1374	Paper Check	(18.00)

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Paper Check						
MAP AUTOMOTIVE OF CHICAGO						
40FP2982	MAP AUTOMOTIVE OF CHICAGO	01-17-220-72540 462.87	FILTER ASSY, FILTER CABIN - 1374		Paper Check	462.87
40FP2981	MAP AUTOMOTIVE OF CHICAGO	60-00-000-72540 17.64 63-00-000-72540 5.88 64-00-000-72540 10.08 01-26-023-72540 33.60	ELMNT ASSY AIR FILTERS - STR 1374		Paper Check	67.20
Total MAP AUTOMOTIVE OF CHICAGO:						512.07
MASTER AUTO SUPPLY / MONARCH						
15030-154853	MASTER AUTO SUPPLY	01-21-000-72540 8.32	EXHAUST SYSTEM CEMEN - EMA U 1375		Paper Check	8.32
Total MASTER AUTO SUPPLY / MONARCH:						8.32
MCDONALD'S						
060125	MCDONALD'S	01-17-220-72230 333.98	PRISONER MEALS - JUNE 2025 1376		Paper Check	333.98
Total MCDONALD'S:						333.98
MENARDS						
79119	MENARDS	01-26-025-73840 17.99	ACCT# 30860257 - AA 24PK ENE 1377		Paper Check	17.99
79434	MENARDS	01-26-025-73410 89.96	ACCT# 30860257 - 5/8" X 100' 1377		Paper Check	89.96
79299	MENARDS	01-26-025-72520 24.99	ACCT# 30860257 - EMERGENCY L 1377		Paper Check	24.99
Total MENARDS:						132.94
MES SERVICE COMPANY LLC						
IN2308608	MES SERVICE COMPANY LLC	01-19-000-72540 227.00 01-19-000-72540 235.00 01-19-000-72540 435.00 01-19-000-72540 3,085.00	DELUGE GUN FOR NEW ENGINE 46 1378		Paper Check	3,982.00
Total MES SERVICE COMPANY LLC:						3,982.00
MONROE TRUCK EQUIPMENT, INC.						
347045	MONROE TRUCK EQUIPMENT, INC.	01-26-023-72540-0005 100.88	TRUCKLITE, TAIL LIGHT OVAL R 1379		Paper Check	100.88
347055	MONROE TRUCK EQUIPMENT, INC.	01-26-023-72540 412.80	WHELEN, 600 LED BRAKE, TURN, 1379		Paper Check	412.80
Total MONROE TRUCK EQUIPMENT, INC.:						513.68
NICOR						
33079168366 71425	NICOR	64-00-000-72511 56.29	ACCT#33079168366 METER#43853 1380		Paper Check	56.29
81423710003 071825	NICOR	01-26-025-72511 54.54	ACCT#81423710003 METER 28316 1380		Paper Check	54.54

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Paper Check						
NICOR						
41883243671 071825	NICOR	01-26-025-72511 60.55	ACCT#41883243671 METER 42836 1380		Paper Check	60.55
64423710009 071825	NICOR	01-26-025-72511 185.75	ACCT#64423710009 METER 33583 1380		Paper Check	185.75
Total NICOR:						357.13
NORMAN'S CLEANERS						
1-11299	NORMAN'S CLEANERS	01-19-000-73610 15.00	ALT - BOY SCOUT UNIFORM LARG 1381		Paper Check	15.00
Total NORMAN'S CLEANERS:						15.00
PARK ACE HARDWARE						
075758/1	PARK ACE HARDWARE	01-26-025-73410 71.99	CUST# 89143 - FLXZLA SWVL HO 1382		Paper Check	71.99
075789/1	PARK ACE HARDWARE	60-00-000-73680 10.24 63-00-000-73680 1.14 64-00-000-73680 4.87	CUST# 891431 - COUPLE INSERT 1382		Paper Check	16.25
Total PARK ACE HARDWARE:						88.24
REZETKO, THOMAS						
081025	REZETKO THOMAS	01-75-206-72923-0474 600.00	CULTURAL MUSIC SERIES PERFOR 1383		Paper Check	600.00
Total REZETKO, THOMAS:						600.00
ROWAN, KEVIN						
080925	ROWAN, KEVIN	01-75-206-72923-0018 150.00	FARMERS MARKET MUSICIAN 8/9/ 1384		Paper Check	150.00
Total ROWAN, KEVIN:						150.00
RUSH TRUCK CENTERS						
3042551749	RUSH TRUCK CENTERS	01-26-023-72540 154.25	SENSOR, TEMPERATURE - STREET 1385		Paper Check	154.25
3042548061	RUSH TRUCK CENTERS	01-26-023-72540 629.12	STRAP, MOUNTING ASSY, FUEL T 1385		Paper Check	629.12
3042506715	RUSH TRUCK CENTERS	01-26-023-72540-0005 73.30	REPAIR KIT, MAJOR BRAKE - ST 1385		Paper Check	73.30
Total RUSH TRUCK CENTERS:						856.67
SAFETY KLEEN SYSTEMS, INC.						

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Paper Check						
SAFETY KLEEN SYSTEMS, INC.						
97392748	SAFETY KLEEN SYSTEMS, INC.	60-00-000-72540	ACCT# TI16144 - SVC #TI6056	1386	Paper Check	130.10
		5.13				
		63-00-000-72540				
		1.71				
		64-00-000-72540				
		2.93				
		01-26-025-72540				
		6.51				
		01-17-205-72750				
		52.04				
		01-26-023-72540				
		9.75				
		01-21-000-72540				
		13.01				
		01-19-000-72540				
		26.02				
		01-33-300-72540				
		6.51				
		01-12-000-72540				
		6.49				
Total SAFETY KLEEN SYSTEMS, INC.:						130.10
SAUL GOOD TRIO						
072925	SAUL GOOD TRIO	01-75-206-72923-0473	PERFORMANCE AT HARMONY SQUAR	1387	Paper Check	300.00
		300.00				
Total SAUL GOOD TRIO:						300.00
SBA STEEL,LLC						
IN14080044	SBA STEEL,LLC	60-00-000-72631	TOWER SITE RENT #IL46494-A-0	1388	Paper Check	2,019.91
		302.99				
		63-00-000-72631				
		302.99				
		64-00-000-72631				
		302.99				
		01-19-000-72631				
		504.97				
		01-17-205-72631				
		605.97				
Total SBA STEEL,LLC:						2,019.91
SCHMECKPEPER GREGORY						
072225	SCHMECKPEPER, GREGORY	01-17-220-72140	REIM: MEALS DURING THREAT &	1389	Paper Check	27.70
		27.70				
Total SCHMECKPEPER GREGORY:						27.70
STALKER RADAR						
461133	STALKER RADAR	30-00-000-74220	RADARS FOR SIX NEW PATROL VE	1390	Paper Check	9,150.00
		9,150.00				
Total STALKER RADAR:						9,150.00
STAPLES BUSINESS ADVANTAGE						
6036458377	STAPLES BUSINESS ADVANTAGE	01-14-000-73110	RIBBON CALCULATOR BK/RD	1391	Paper Check	99.54
		99.54				
6021417052	STAPLES BUSINESS ADVANTAGE	01-14-000-73110	CORRECTION TAPE, QUICK-STORE	1391	Paper Check	115.51
		115.51				

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Paper Check						
STAPLES BUSINESS ADVANTAGE						
6021417057	STAPLES BUSINESS ADVANTAGE	01-14-000-73110 62.68	CATALOG ENV P&S FRFT 9X12 - 1391		Paper Check	62.68
6027889009	STAPLES BUSINESS ADVANTAGE	01-14-000-73110 69.56	STAPLES JMB PPR CLIP 1000CT, 1391		Paper Check	69.56
6029181556	STAPLES BUSINESS ADVANTAGE	01-14-000-73110 114.28	PENDEFLEX GLOW HFF, STAPLES 1391		Paper Check	114.28
Total STAPLES BUSINESS ADVANTAGE:						461.57
SUTTON FORD INC./FLEET SALES						
638061	SUTTON FORD INC./FLEET SALES	01-17-220-72540 66.88	WASHER HOSE ASSEMBLY- POLICE 1392		Paper Check	66.88
638149	SUTTON FORD INC./FLEET SALES	01-26-023-72540 45.25	WIRE ASSEMBLY - STREET UNIT 1392		Paper Check	45.25
637995	SUTTON FORD INC./FLEET SALES	01-26-023-72540 44.14	WIRE ASSEMBLY - STREET UNIT 1392		Paper Check	44.14
Total SUTTON FORD INC./FLEET SALES:						156.27
TED'S GREENHOUSE INC						
531102	TED'S GREENHOUSE INC	01-75-206-73870 5,002.25	FLORAL MATERIAL AND ASSEMBLY 1393		Paper Check	5,002.25
Total TED'S GREENHOUSE INC:						5,002.25
THE COP FIRE SHOP						
218822	THE COP FIRE SHOP	01-17-205-73610 234.00	JERZEES, WINDBREAKERS, RAINC 1394		Paper Check	234.00
Total THE COP FIRE SHOP:						234.00
THOMPSON ELEVATOR INSPECTION						
25-1641	THOMPSON ELEVATOR INSPECTION	01-33-300-72853 75.00	1 FULL MOD PERMIT RE-INSPECT 1395		Paper Check	75.00
Total THOMPSON ELEVATOR INSPECTION:						75.00
TYLER TECHNOLOGIES INC						
045-529451	TYLER TECHNOLOGIES INC	01-15-000-72655 800.00	PAYROLL MIGRATOIN IMPLEMENTA 1396		Paper Check	800.00
Total TYLER TECHNOLOGIES INC:						800.00
ULINE, INC						
194878902	ULINE, INC	01-75-206-73870 1,687.50	3/4 YD STRUCTURAL FOAM TILT 1397		Paper Check	1,687.50
Total ULINE, INC:						1,687.50
VANTAGE AV						
14355-3	VANTAGE AV	01-75-206-72923-0070 300.00	DRUM RISER GRAND OPENING 7.1 1398		Paper Check	300.00
14118-4	VANTAGE AV	01-75-206-72923-0070 300.00	DRUM RISER 7.26.25 - HARMONY 1398		Paper Check	300.00
Total VANTAGE AV:						600.00
VILLAGE PIZZA						
072925	VILLAGE PIZZA	01-75-206-72923-0018 209.00	FOOD VOUCHER REIMBURSEMENT A 1399		Paper Check	209.00
Total VILLAGE PIZZA:						209.00

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EXP CHECK RUN DATES 08/01/2025 - 08/01/2025

POSTED PAID

BANK ACCOUNTS: 53CNT - 5/3 - CENTRAL DISBURSEMENTS

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Paper Check						
Total Paper Check:						66,679.82
Report Total:						1,228,385.29



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Walker Steinke, Assistant to the Village Manager
Cc: Patrick Carr, Village Manager, Hannah Lipman, Assistant Village Manager/Interim Finance Director

Subject: Pete's Fresh Market – 16280 Harlem Ave – Class B License

The petitioner has approached the Mayor's Office seeking a Class B liquor license for Pete's Fresh Market, located at 16280 Harlem Avenue. A Class B license authorizes the retail sale of alcoholic liquor on the designated premises, but not for consumption on the premises. All alcoholic liquor must be sealed in its original container at the time it leaves the premises. In accordance with Village code, video gaming is not permitted on a Class B licensed premises.

Pete's Fresh Market is a full-service grocery store offering fresh produce, meats, prepared foods, and a wide range of specialty items. The applicant is seeking this license to allow customers the convenience of purchasing packaged alcoholic beverages alongside their regular grocery items. This addition aligns with the store's mission to provide a comprehensive shopping experience for local residents.

More information about Pete's Fresh Market can be found at: <https://www.petesfresh.com/>

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2025-O-023**

**AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22:
PERMITTED NUMBER OF LIQUOR LICENSES (CLASS “B” – PETE’S FRESH
MARKET, 16280 HARLEM AVE)**

**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-023

**AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22:
PERMITTED NUMBER OF LIQUOR LICENSES (CLASS “B” – PETE’S FRESH
MARKET, 16280 HARLEM AVE)**

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, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each class shall be kept on record in the office of the Village Clerk; 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 said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to establish the number of liquor licenses available in the Village;

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

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “B” liquor license that can be issued by the Village shall be and is hereby 18. This Ordinance reflects the availability of one Class “B” liquor license to be issued to Pete’s Fresh Market – 16280 Harlem Ave,

SECTION 3: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Code, the following underlined changes shall be made establishing the amount of liquor licenses available in the Village:

§ 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
------------------	------------------

A	24
AV	15
AV-1	7
AV-T	1
B	17 18
C	0
CV	3
D	4
DV	4
E	7
EV	8
F	1
G	4
I	1
J	1
K	2
L	3
N	2
O	1
OV	1
P	1
Q	N/A
R	1
S	2
T	1
UV	0
UV-2	3

(B) No license shall be issued in excess of the above limitations.

SECTION 3: 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.

PASSED THIS 6th day of August, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 6th day of August, 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-023, “AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES (CLASS “B” – PETE’S FRESH MARKET, 16280 HARLEM AVE),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK



Interoffice Memo

Date: August 6, 2025
To: Committee of the Whole
Cc: Michael Coleman, Interim Community Development Director
From: Carolyn Mitera, Marketing & Economic Development Specialist
Subject: Class 8 Renewal – 16846 Oak Park Avenue – Siam Marina Properties, LLC

BACKGROUND

Siam Marina Properties, LLC (Applicant) requests to renew their Class 8 tax incentive for the property owned at 16846 Oak Park Avenue (PINS: 28-30-107-020-0000 and 28-30-107-011-0000). In 2014, the Village adopted Resolution No. 2014-R-015 approving a Cook County Class 8 tax reclassification with special circumstances as the building had been vacant and abandoned and needed building improvements.

Any new construction, significant rehabilitation, or reutilization of abandoned buildings developed or reoccupied for industrial or commercial use may qualify for the Class 8. Qualifying buildings will be assessed at 10% of market value for 10 years, 15% in the 11th year and 20% in the 12th year. This is a significant reduction from the standard assessment level of 25% for industrial and commercial properties.



DISCUSSION

Siam Marina Properties, LLC is owned by Chef Tammy Pham and Sapion Chung who have been in the restaurant industry for 30 years and own/operate two Asian Fusion restaurants (Siam Marina in Tinley Park and Asparagus in Merrillville, IN). Siam Marina Properties, LLC currently employs 6 full-time employees and 8 part-time employees at the Tinley Park restaurant. The Applicant is seeking the renewal of their Class 8 incentive in order to help keep their costs of doing business low and therefore continue to invest in the business and property. Future building improvements include:

- LED Exterior Lighting (2025)
 - All soffit downlighting installation – approx. cost of \$12,675
 - Spot lighting and wash lighting – approx. cost of \$1,760
 - Brass Wall Fixtures – approx. cost of \$1,250
- LED Interior Lighting in Private Dining Room (2025) – approx. cost of \$875
- Two new exterior metal doors (*installed June 2025*) – approx. cost of \$5,400
- Reposition and re-design front yard signage (2026) – approx. cost of \$12,000
- Directional parking signage – (2026) approx. cost of \$5,000
- New Interior Flooring – (2026) approx. cost of \$22,184
- Patio Roof – (2027) approx. cost of \$39,400

The total anticipated reinvestment into the building is **\$100,544.**

The renewal will also assist with the cost to replace a Firex 80-gallon braiser/pressure cooker used to make traditional Vietnamese pho soup, approximately \$52,778. The applicant also plans to increase marketing and advertising efforts through social media marketing, cross promotion with other businesses, and participation in Village sponsored events.

The Class 8 Incentive Program is designed to encourage industrial and commercial development in areas of Cook County which are experiencing severe economic stagnation. The Class 8 is structured to permit the Assessor, upon application of the local governing body, to certify that such areas are in need of substantial revitalization. The twelve-year incentive applies to all newly constructed and renovated buildings, including the land upon which they are situated. High property taxes are a primary reason for Class 8 incentives as well as competition with Will County and Indiana taxes.

Cook County provides an incentive program to allow the renewal of a reclassification of properties to maintain the lower taxes with the support of a Resolution adopted by the Village. There is no obligation for any renewals and the goal is to have properties improved to a point that they can support their full property tax obligation.

INCENTIVE POLICY CHECKLIST

The following statements are in line with the Village of Tinley Park's incentive policy.

1. The owner plans to be a long-term owner/investor and plans to comply with Village and County obligations of the Class 8 Reclassification Incentive Program.
2. The project will enhance or improve the profitability and marketability of existing businesses in the community as outlined in Section B-10 of the incentive policy.

BENEFITS

The project will be an enhancement to the Village by making it possible for Siam Marina Properties, LLC to remain at their current location on Oak Park Avenue and continue to invest in their property and grow their restaurant business in Downtown Tinley Park.

STAFF RECOMMENDATION

The Economic and Commercial Commission reviewed this renewal request and unanimously recommended this item for approval at their July 14, 2025 meeting. Staff requests for the Committee of the Whole to move this item forward for consideration at the Village Board later this evening.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2025-R-095

**A RESOLUTION APPROVING A RENEWED COOK COUNTY
ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 16846 OAK
PARK AVENUE (SIAM MARINA PROPERTIES, LLC)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-095

**A RESOLUTION APPROVING A RENEWED COOK COUNTY
ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 16846 OAK
PARK AVENUE (SIAM MARINA PROPERTIES LLC)**

WHEREAS, the Village of Tinley Park desires to promote industrial & commercial development in the Village of Tinley Park; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 which provides an applicant a reduction in the assessment level for a commercial facility; and

WHEREAS, Class 8 requires the approval of the Cook County Board of Commissioners and the Village of Tinley Park; and

WHEREAS, the Village of Tinley Park on April 29, 2014 adopted Resolution No. 2014-R-015 a Resolution approving a Cook County Class 8 Reclassification for property at 16846 Oak Park Avenue and;

WHEREAS, Siam Marina Properties, LLC (Applicant) purchased the property in 2013 and the property had been vacant since 2011; and

WHEREAS, Siam Marina Properties, LLC submitted a request for a reclassification necessary for the re-occupancy of the abandoned and vacant building and execution of the intended project, and;

WHEREAS, the Village supports and consents to Siam Marina Properties, LLC's renewal of the Class 8 reclassification property status pursuant to said aforementioned ordinance for certain real estate located at 16846 Oak Park Avenue (Subject Property) in the Village of Tinley Park, Bremen Township, Cook County, Illinois, with the Property Index Numbers, 28-30-107-020-0000 and 28-30-107-011-0000, and legally described in "**Exhibit A**" attached hereto, and has proven to this Board that the Subject Area is in need of revitalization, and

WHEREAS, the granting of a renewal of a Class 8 tax incentive for the Subject Property is necessary to make continued capital improvements which is beneficial to the local economy; and

WHEREAS, Siam Marina Properties, LLC intends to invest an estimated \$100,544 towards improvements of the property and;

WHEREAS, the renewed Class 8 tax incentive is proposed and supported for one time and a need for future extensions is not being proposed at this time; and

WHEREAS, the Village has received an Economic Disclosure Statement in accordance with the Cook County Board; and

WHEREAS, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as "**Exhibit B**" and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 8 reclassification of the Subject Property; 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 President and Board of Trustees agree to grant a renewal of a Cook County Real Estate Classification 8 status to Siam Marina Properties, LLC for property located at 16846 Oak Park Avenue, Tinley Park, Bremen Township, Cook County, Illinois, PIN Numbers 28-30-107-020-0000 and 28-30-107-011-0000.

BE IT FURTHER RESOLVED, that the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Offices of the Cook County Assessor, the Cook County Clerk and the Cook County Board of Commissioners.

PASSED THIS 6th day of August, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 6th day of August, 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 Resolution No. 2025-R-095, “**A RESOLUTION APPROVING A RENEWED COOK COUNTY ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 16846 OAK PARK AVENUE (SIAM MARINA PROPERTIES, LLC),**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK

EXHIBIT A

Legal Description

PINS: 28-30-107-011-0000, 28-30-107-020-0000

16846 Oak Park Avenue – Tinley Park, IL

LOT 5 AND LOT 8 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 377150) IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Property Tax Assessment Classification Agreement

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND SIAM MARINA PROPERTIES, LLC
(16846 Oak Park Avenue, Tinley Park, Illinois 60477)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“Agreement”) is made this 6th day of August, 2025 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **Siam Marina Properties, LLC**, (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as experiencing severe economic stagnation and blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the contract purchaser of property generally located 16846 Oak Park Avenue, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 8 Real Estate Tax Assessment Renewal Classifications, as said term is defined in the Classification Ordinance, (“**Class 8 Assessment Classification Renewal**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be in need of redevelopment and that the Class 8 Assessment Classifications Renewal are necessary for such redevelopment to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 8 Tax Assessment Classifications Renewal; and

WHEREAS, Owner shall make investments to improve the Property; and

WHEREAS, without the Class 8 Assessment Classifications Renewal for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 8 Assessment Classification Renewal for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Class 8 Assessment Classifications Renewal for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Class 8 Assessment Classifications Renewal for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement, Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below).

- c. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- d. Upon completion of the project as demonstrated in Exhibit B, the Owner shall submit to the Village for review and approval a completion statement from an engineer, general contractor, or other consultant with respect to the substantial completion of the improvements (a “**Completion Statement**”).
- e. The “**Substantial Completion Date**” shall mean the entirety of the improvements outlined in Exhibit B, shall be completed no later than 24 months after such approval has been granted by Cook County.
- f. Owner shall comply with the Cook County prevailing wage requirements pursuant to Section 74-71(b) of the Cook County Code and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and shall submit certified payroll to the Village on the 15th day of each month.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or

statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and

- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.

b. The following shall constitute an Event of Default by the Village hereunder:

- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:

- i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 8 Assessment Classifications Renewal on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 8 Assessment Classifications Renewal on the Property for property tax years concluded prior to the Event of Default.
- ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 8 Assessment Classifications Renewal for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to

any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 8 Assessment Classifications Renewal on the Property accruing after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Until the completion of the project identified in Exhibit B, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
 - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
 - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved the completion of the improvements shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.

- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.

- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 9. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: Patrick Carr
Village Manager
pcarr@tinleypark.org

With a copy to: Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402
Attn: Tiffany Nelson-Jaworski
jaworski@dlglawgroup.com

If to Owner: Siam Marina Properties, LLC
Sapion Chung
Tammy Pham
8141 Pluskota Drive
Orland Park, Illinois 60462
info@siammarina.com

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a "business day" shall refer to all Mondays,

Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: Michael W. Glotz
Its: President

ATTEST:

By: Nancy M. O'Connor
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 6th day of August, 2025, before me, personally appeared Michael W. Glotz, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

Siam Marina Properties, LLC

By: _____

Name: _____

Title: Owner

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of August, 2025, before me, personally appeared _____, personally known, who being by me duly sworn did say that they are the Owner of Siam Marina Properties LLC, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A

Legal Description

PINS: 28-30-107-011-0000, 28-30-107-020-0000

16846 Oak Park Avenue – Tinley Park, IL

LOT 5 AND LOT 8 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 377150) IN COOK COUNTY, ILLINOIS

EXHIBIT B

Narrative/Plan

TO: Village of Tinley Park
Economic and Commercial Commission

FROM: Sapion Chung and Tammy Pham
Co-Owners, Siam Marina Restaurant

RE: Class 8 Renewal Application for 16846 Oak Park Avenue

We request that the Class 8 Tax status be renewed for our business property, Siam Marina Restaurant at 16846 Oak Park Avenue. We are **currently unable to sustain the financial burden of an unrelieved tax bill and would face the difficult task of closing our doors if we were taxed at full rate. That said, we are not ready to throw in the towel yet.** We have many initiatives in the works, from visual improvements to make our property more visible, structural expansion to include an enclosed out-door patio to entice more diners, to increasing our promotional efforts to bring in more customers by participating in the Tinley seasonal trolley runs and other sponsorship and advertisement opportunities..The majority of these plans can not take place unless/until the Class 8 status is renewed.

BACKGROUND: We have successfully owned and operated Siam Marina and Asparagus restaurants for a total of 30 years. We **officially opened our Tinley Park location on November 14, 2014.** The original letter sent by our attorney David Sosin in April 2014, stated that we estimated we might be making approximately \$200,000 in capital improvements to the property. Upon taking possession of an essentially fully gutted interior, we purchased and installed the following, the **actual costs for which came to almost \$500,000:.**

- all new kitchen equipment - stoves, coolers, prep stations (with the exception of oven hood and dishwasher)
- all new bar coolers, prep counters, display shelving
- all new office counters, cabinets, flooring, computer equipment and security camera system
- all new custom interior floors, walls, and ceiling paints, coverings and architectural treatments
- a costly sprinkler system where none previously existed (\$50 K)
- all new interior doors,
- all new custom tables, chairs, banquettes and bar top from a single 100 year old cherry tree cut into 3 panels)
- all new bathroom fixtures, lighting, countertops, and floor and wall tiles,
- all new custom window coverings
- all new electrical lighting, televisions, and sound and projection systems for back rooms
- a new, stamped-cement outdoor patio floor to replace badly damaged pavers

The result of these expenditures was the establishment of a unique, sophisticated and welcoming fine dining Asian fusion venue with few peers- if any - in Tinley Park.

As we expected, it took our restaurant five years to gradually experience a reasonable level of business while we established ourselves in this new community. Our sizable loyal customer base, built over many years from our Calumet City location, would continue to patronize us, but the additional travel distances had most coming much less often than they did before. During that time we participated annually in the Village of Tinley Music in the Plaza summer series and most recently in the December Jolley Trolley.

However, just as we were beginning to build a firm and sustainable financial footing, the onset of Covid-19 closures brought about almost irreparable harm to our business. When we finally re-opened, Siam Marina and the rest of the restaurant industry found itself in a new and daunting economic environment that included the following challenges:

- **Finding, training and maintaining quality staff** remains a constant struggle as is regularly documented by reporting agencies and in media coverage. In the post-Covid world, significantly fewer people want to work in the hospitality industry than ever before
- **legally mandated hourly wage increases for all wait and bar staff** (from \$4.95 to \$9 per hour), plus **necessary wage increases for kitchen staff** resulted in total gross manpower costs of 180% over pre-covid cost. Yet we experienced major decreases in our customer counts and customers' bills
- The increased costs in labor, along with **50 – 75% increase in the costs of food, spirits and other consumables** have required commensurate price increases on all menu items. Consequently,

- repeat business and new customer numbers are way down
- An irreparable and expensive piece of kitchen equipment, a Firex braiser/pressure cooker, which currently costs \$52,778, must be purchased as soon as possible (quote attached). This is essential equipment for Chef Tammy signature Pho soup which is responsible for 10-15% of monthly sales.
- Our Siam Marina location is not holding its own financially**, and we have borne the brunt of continued shortfalls, drawing on proceeds from our very successful Asparagus location in Merrillville. This is not a sustainable business model for us and **we look to the village commission to support our request for continued Class 8 status while we move implement plans to increase our customer base through the following initiatives:**

PROPERTY IMPROVEMENTS and TIMELINES for INSTALLATION

All improvement plans will be submitted to the village for any and all necessary approvals prior to any work being started.

2025	LED Exterior Lighting - All soffit downlighting installation Quote 2492	AlumiNight	\$12,675
2025	Spot lighting and wash lighting quote 3496	AlumiNight	1,760
2025	Brass Wall Fixtures	AlumiNight	1250
2025	Led Interior lighting in private dining rooms quote 2494	AlumiNight	875
Installed June 2025	Two New exterior metal doors on west wall	MasterDoor	5400
2026	Directional parking sign near Oak Park Avenue	LandMark Sign	5000
2026	Reposition and re-design front yard sign with more visible color scheme and lighting	LandMark Sign	12,000
2026	New interior flooring in all dining rooms	Windy City Carpets	22,184
2027	Patio Roof 20 x 40 frame, supports and edges -	Unique Builders	39,400
		TOTAL	\$100,544

In addition to the listed improvements above, Siam Marina will continue its efforts to **hire additional staff who live locally**, to meet the planned-for increase in business. Note: 100% live in Cook County

PROMOTIONAL PLANS TO INCREASE VISIBILITY. Hiring additional staff has the added benefit of making it possible for Siam Marina to resume in 2026 its annual participation as a sponsor vendor at the Summer Music in the Plaza Series. In summer of 2026 Siam will become a participating sponsor in the Wednesday Trolley series. We see both of these programs as a wonderful way to increase our exposure in the greater Southland and Tinley in particular.

Other promotional efforts include leveraging relationships with social media influencers, increasing the financial boosting of our Facebook posts to target the area in a 25 mile radius of our location and introducing ourselves to area businesses, looking for co-promotional opportunities that serve both concerns.

We appreciate your attention and consideration of our request for renewal of the Class 8 tax status for our property.

Sincerely,



Sapion Chung
Co-Owner/CEO



Tammy Pham
Co-Owner/Executive Chef



Quote

07/07/2025

To:
Siam Marina
16846 S Oak Park Ave
Tinley Park, IL 60477

Project:
Siam Marina - Firex
16846 S Oak Park Ave
Tinley Park, IL 60477

From:
TriMark Marlinn LLC
Brian Twomey
6100 W. 73rd. St.
Ste 1
Bedford Park, IL 60638
708-496-1700

Customer ID: 12922

Job Reference Number: 176249

Item	Qty	Description	Sell	Sell Total
1	1 ea	TILTING SKILLET PRESSURE BRAISING PAN, ELECTRIC Firex (Middleby) Betterpan Tilting Skillet Pressure Braising Pan, electric, 29 gallon capacity, programmable electronic controls with 7" touch screen, auto fill, spring-balanced hinged lid with reinforced locking system, core temperature probe fixed at lid, USB connection, adjustable feet, stainless steel construction, 5.8 PSI, IPX5, cETLus, ETL-Sanitation	\$52,777.97	\$52,777.97
	1 ea	1 year parts and labor warranty, standard		
	1 ea	NOTE: Equipment failure caused by inadequate water quality is not covered under warranty. WATER QUALITY must not exceed the following limits: Total Dissolved Solids (TDS) - 60 PPM (Parts Per Million). Hardness - 2 Grains or 35 PPM, PH Factor - 7.0 to 7.5.		
	1 ea	208v/60/3-ph, 55.0 amps, 16.5 kW, standard		
ITEM TOTAL:				\$52,777.97
2	1 ea	TILTING SKILLET PRESSURE BRAISING PAN, GAS Firex (Middleby) Cucimix Tilting Skillet Pressure Braising Pan, electric, 34 gallon capacity, heating tank walls, programmable electronic controls with 7" touch screen, automatic mixer, spring-balanced hinged lid with (4) point reinforced locking system, USB connection, adjustable feet, stainless steel construction, 5.8 PSI, IPX5, cETLus, ETL-Sanitation	\$91,351.47	\$91,351.47
ITEM TOTAL:				\$91,351.47
3	1 ea	DELIVERY Trimark Chicago Delivery and set in place. All final connections by others. Standard delivery only - no stairs, or other obstacles. Doorways must accommodate unit.	\$165.00	\$165.00
ITEM TOTAL:				\$165.00

SIAM MARINA PROJECTIONS OF TAXES WITH AND WITHOUT CLASS 8 ASSISTANCE

[illegible]

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a if applicable:

Sapion Chung

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant
OR

2. ☒ a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: Siam Marina Properties, LLC
OR

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

[REDACTED]

C. Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable): **CLASS 6B/7/8 RENEWAL APPLICATION for Siam Marina Restaurant, 16846 Oak Park Ave., Tinley Park, IL 60477**

G. Which City agency or department is requesting this EDS? **Cook County Assessor's Office and The Village of Tinley Park**

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| ☒ Person | ☐ Limited liability company |
| ☐ Publicly registered business corporation | ☐ Limited liability partnership |
| ☐ Privately held business corporation | ☐ Joint venture |
| ☐ Sole proprietorship | ☐ Not-for-profit corporation |
| ☐ General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| ☐ Limited partnership | ☐ Yes ☐ No |
| ☐ Trust | ☐ Other (please specify) |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity? NA

- ☐ Yes ☐ No ☐ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Sapion Chung	Co-Owner (50%)
Tammy T. Pham	Co-Owner (50%)

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
<u>NONE</u>		

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☒ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☒ No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

NA

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes ☒ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

NA

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

NA

(Add sheets if necessary)

☒ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☒ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement? NA

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NA

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

NA

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

___ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

NA

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?
☐ Yes ☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
☐ Yes ☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
☐ Yes ☐ No ☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
☐ Yes ☐ No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

(Print or type exact legal name of Disclosing Party)

By: _____

(Sign here)

(Print or type name of person signing)

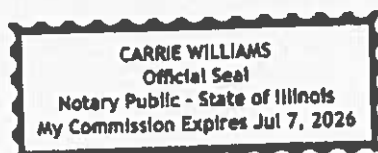
(Print or type title of person signing)

Signed and sworn to before me on (date) 12-17-2024,

at Cook County, Illinois (state).

Notary Public

Commission expires: 07-07-2026



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☒ No

☐ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

NA_____

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No

☒ N/A -- I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

_____ **TAMMY T. PHAM** _____

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant
OR

2. ☒ a legal entity currently holding, or anticipated to hold within six months after City action the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: **SIAM MARINA OF TINLEY PARK**
OR

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: _____

C. Telephone: _____ Fax: **NA** Email: **ChefTammy@SiamMarina.com**

D. Name of contact person: **TAMMY T. PHAM** _____

E. Federal Employer Identification No. (if you have one): **NA** _____

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable): **CLASS 6B/7/8 RENEWAL APPLICATION for Siam Marina Restaurant, 16846 Oak Park Ave., Tinley Park, IL 60477**

G. Which City agency or department is requesting this EDS? **Cook County Assessor's Office and the Village of Tinley Park**

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following: **NA**

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| ☒ Person | ☐ Limited liability company |
| ☐ Publicly registered business corporation | ☐ Limited liability partnership |
| ☐ Privately held business corporation | ☐ Joint venture |
| ☐ Sole proprietorship | ☐ Not-for-profit corporation |
| ☐ General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| ☐ Limited partnership | ☐ Yes ☐ No |
| ☐ Trust | ☐ Other (please specify) |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity? NA

☐ Yes ☐ No ☐ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Sapion Chung -	Co-Owner (50%)
Tammy T. Pham -	Co-Owner (50%)

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
<u>NONE</u>		

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☒ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☒ No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

NA

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes ☒ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

NA

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

NA

(Add sheets if necessary)

☒ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☒ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement? NA

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NA

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

NA

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question (1) or (2) above, please provide an explanation:

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Tammy T Pham
(Print or type exact legal name of Disclosing Party)

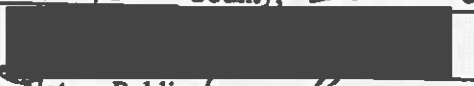
By: 

(Sign here)

TAMMY TH PHAM
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) 11/26/2024,
at COOK County, ILLINOIS (state).


Notary Public

Commission expires: March 29, 2027



SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes

☒ No

☐ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

NA

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No

☒ N/A – I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.



Interoffice Memo

Date: July 29, 2025

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

Cc: Anthony Ardolino, Information Technology Manager

From: Angela Arrigo, Human Resources Director

Subject: Professional Service Agreement - NeoGov™

The Human Resources Department began implementation of HR technology focused on enhancing both the employee and hiring manager employment experience with NEOGOV beginning in January 2022. We have made considerable impact with the implementation of online applicant tracking/hiring with 'Insight', automated the performance management process with 'Perform', automated the entire new hire onboarding experience with 'OnBoard', replaced paper with online employment forms and with online employment records management with 'eForms', and have implemented 'Learn' to offer online employee training and minimize administrative record keeping burdens.

With the initial implementation of the NEOGOV software over the last three and a half years, the way we approach managing the employment life cycle continues to be enhanced. With all the initial implementations complete, we will continue to focus on taking full advantage of as many available system features to streamline and further improve processes in the coming years.

It is recommended to move forward and renew the software as a service (SaaS) agreement with NEOGOV™ for a 3-year subscription term for current modules of 'Insight', 'Perform', 'OnBoard', 'eForms', and 'Learn'. A three-year subscription agreement would total \$67,652.56 (Year 1), \$72,388.24 (Year 2), and \$77,455.41 (Year 3). Funding has been budgeted for fiscal year 2026.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-096**

**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT
WITH NEOGOV™ FOR INSIGHT, PERFORM, ONBOARD, LEARN, EFORM FOR A 3-
YEAR SUBSCRIPTION IN THE AMOUNT NOT TO EXCEED \$217,500**

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

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

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

RESOLUTION NO. 2025-R-096

**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT
WITH NEOGOV™ FOR INSIGHT, PERFORM, ONBOARD, LEARN, EFORM FOR A 3-
YEAR SUBSCRIPTION IN THE AMOUNT NOT TO EXCEED \$217,500**

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 software as a service (SaaS) agreement with NeoGov, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE
(SAAS) AGREEMENT WITH NEOGOV™ FOR INSIGHT,
PERFORM, ONBOARD, LEARN, EFORM FOR A 3-YEAR
SUBSCRIPTION IN THE AMOUNT NOT TO EXCEED \$217,500**

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-096, “**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH NEOGOVTM FOR INSIGHT, PERFORM, ONBOARD, LEARN, EFORM FOR A 3-YEAR SUBSCRIPTION IN THE AMOUNT NOT TO EXCEED \$217,500,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-682829	Order #:	Q-401748
Customer:	Tinley Park, Village of (IL)	Valid Until:	9/21/2025
Effective Employee Count:	392		
Sales Rep:	Salesforce Administrator		

Customer Contact		Shipping Contact	
Billing Contact:	Tinley Park, Village of (IL) Angela Arrigo	Shipping Contact :	Tinley Park, Village of (IL) Angela Arrigo
Billing Address:	16250 South Park Ave Tinley Park, IL 60477-1628	Shipping Address:	16250 South Park Ave Tinley Park, IL 60477-1628
Billing Contact Email:	aarrigo@tinleypark.org	Shipping Contact Email:	aarrigo@tinleypark.org
Billing Phone:	7084445091	Shipping Phone:	7084445091

Payment Terms		Notes	
Payment Term:	Net 60	Notes:	Option for 3 year term
PO Number:			

Subscription Service

September 2025 - Option for 3 year term

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Onboard Subscription	Recurring	9/21/2025	9/20/2026	392	Employee Based	\$9,166.01
Learn Subscription	Recurring	9/21/2025	9/20/2026	392	Employee Based	\$19,383.03
eForms Subscription	Recurring	9/21/2025	9/20/2026	392	Employee Based	\$12,182.12
Perform Subscription	Recurring	9/21/2025	9/20/2026	392	Employee Based	\$16,073.46
Insight Subscription	Recurring	9/21/2025	9/20/2026	392	Employee Based	\$10,847.94
September 2025 - Option for 3 year term TOTAL:						\$67,652.56

September 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Onboard Subscription	Recurring	9/21/2026	9/20/2027	392	Employee Based	\$9,807.63
Learn Subscription	Recurring	9/21/2026	9/20/2027	392	Employee Based	\$20,739.84
eForms Subscription	Recurring	9/21/2026	9/20/2027	392	Employee Based	\$13,034.87

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Perform Subscription	Recurring	9/21/2026	9/20/2027	392	Employee Based	\$17,198.60
Insight Subscription	Recurring	9/21/2026	9/20/2027	392	Employee Based	\$11,607.30
September 2026 TOTAL:						\$72,388.24

September 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Onboard Subscription	Recurring	9/21/2027	9/20/2028	392	Employee Based	\$10,494.16
Learn Subscription	Recurring	9/21/2027	9/20/2028	392	Employee Based	\$22,191.63
eForms Subscription	Recurring	9/21/2027	9/20/2028	392	Employee Based	\$13,947.31
Perform Subscription	Recurring	9/21/2027	9/20/2028	392	Employee Based	\$18,402.50
Insight Subscription	Recurring	9/21/2027	9/20/2028	392	Employee Based	\$12,419.81
September 2027 TOTAL:						\$77,455.41

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Tinley Park, Village of (IL)



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Signature:

Printed Name:

Title:

Date

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



Interoffice Memo

Date: July 24, 2025

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

From: Angela Arrigo, HR Director

Subject: 401(a) Program for Police Command Staff

We continue to evaluate the internal pay equity for the police command staff positions of Division Police Commander, Deputy Police Chief and Police Chief. These positions are non-union and covered under the Merit-Based Compensation Pay Schedule with established pay ranges. Although these positions are aligned with other leadership positions in the Directors and Senior Managers pay group, internal inequity within the ranks of the police department continues to remain an issue.

The current ranks of Patrol Officer and Sergeant are collectively bargained positions and paid according to the terms of the respective bargaining agreement. The rate of Sergeant is based on a percentage over the maximum rate of a Patrol Officer. The maximum annualized pay rate of Sergeant is \$131,560 (under expired agreement). The fiscal year 2026 entry level compensation of Division Police Commander is \$125,296, of Deputy Police Chief is \$137, 826, and of Police Chief is \$151, 608. In a recent study that included comparable other municipal community salary survey data, these three positions' minimum pay rate and pay ranges all fell at or above the 75th percentile average. Thus, no recommendations for minimum pay or pay grade changes are warranted.

Although current and future incumbent(s) pay has been determined accordingly in the respective pay range(s) based on their qualifications, knowledge, skills, and abilities, the compression issue between the rank of Sergeant and command staff continues to remain a challenge and concern. It is recommended that an alternative option to base compensation focused on enhancing the total compensation and benefits package specifically for these command positions is considered.

It is recommended that the addition of a 401(a) plan funded with Village contributions is added to the total compensation package for these positions. A 401(a) plan is a type of retirement savings account established by employers (mostly public sector) offering control over the plan design and allowing employers to contribute a fixed amount or a percentage of an employee's salary. Funds are contributed and invested similar to other retirement plans, but cannot be withdrawn until attainment of retirement age and only after separation of service, and the employer does not pay any employer taxes on contributions made.

The National Public Pension Fund Association (NPPFA) is a leader in providing retirement solutions for public sector employees. NPPFA is a registered 501(c)(3) non-profit organization founded in 2019 but developed its roots in a state-specific not-for-profit umbrella organization representing public pensions and institutional funds in 1985. As the demand grew for prudent stewardship over governmental deferred compensation 457 plans, the NPPFA was established to offer training, services, and support to investors, public employers, and their organizations. NPPFA offers the 'Wise Choice 401(a) Plan' for the exclusive benefit of employees, allows only employer contributions, offers a variety of investment choices, provides employees with direct access to local NPPFA representatives, and has no cost to the employer.

It is recommended that the NPPFA 'Wise Choice 401(a) Plan' is adopted and funded with Village contributions at 4% of base salary on a per payroll basis for the positions of Division Police Commander, Deputy Police Chief, and Police Chief. The estimated total cost for fiscal year 2026 is \$28,258.71, which will be funded with vacancy savings.

The Wise Choice for Public Employees®

401(a) Plan

Sponsored by the National Public Pension Fund Association (NPPFA)



NPPFA  **BENEFITS**
National Public Pension Fund Association

NPPFA Benefits On-Demand Representatives

Our representatives are available to meet with you on an individual basis. To schedule an appointment, learn more about our *Wise Choice for Public Employees* 401a Plan, or how we can help you reach your retirement goals, please contact us at:

Joel Babbitt
1-773-427-2060
joelb@nppfabenefits.org

Anita Kochar
1-847-323-0219
anitak@nppfabenefits.org

Brandon Blough
1-217-267-1168
bdblough@nppfabenefits.org

LJ Kielczynski
1-224-661-3313
ljk@nppfabenefits.org

Scott Laverd
1-941-208-2229
scottl@nppfabenefits.org

Jeff Hackman
1-847-503-0786
jeffh@nppfabenefits.org

NPPFA Benefits Service
1-866-994-6312
service@nppfabenefits.org

FAQs regarding your 401(a) Plan

WHAT IS A 401(a) PLAN?

A 401(a) plan is a type of defined contribution retirement plan that is offered by government and non-profit employers. Contributions to a 401(a) plan are typically made by the employer and may be mandatory or voluntary. Participants can also make contributions to a 401(a) plan but usually do not. The funds in the plan are invested and grow tax-deferred until they are withdrawn, at which point they are taxed as ordinary income. Additionally, a 401(a) plan may include a "defined benefit" component, where the employer promises to pay a certain benefit to the employee at retirement, based on factors such as salary and years of service. NPPFA Benefits can help you establish the type of 401(a) plan that meets your specific objectives.

WHAT ARE THE CONTRIBUTION SOURCES FOR A 401(a) PLAN?

There are generally two types of contributions that can be made to a 401(a) plan:

1. **Employer contributions:** These contributions are made by the employer and may be mandatory or voluntary. Employers may choose to contribute a fixed dollar amount or a percentage of an employee's salary to the plan. These contributions are typically used to fund the defined benefit component of the plan.
2. **Employee contributions:** Employee contributions are sometimes allowed in a 401(a) plan but often are not. If a plan allows for employee contributions, then typically the plan would require contributions for all eligible participants (these are pre-tax contributions) or a plan may allow participants to make voluntary contributions on an after-tax basis, limited to 25% of their compensation.

WHAT IS THE MAXIMUM YEARLY AMOUNT THAT CAN BE CONTRIBUTED TO A 401(a) ACCOUNT?

The total annual contribution limit for 401(a) defined contribution plan under Section 415(c)(1)(A) of the Internal Revenue Code is \$66,000 in 2024. This maximum includes both the employer's contributions and the participant's voluntary contributions to the account.

Participants may contribute to both a 457(b) plan as well as to a 401(a) plan. 457(b) and 401(a) plan contribution limits are separate, and dollars contributed to one plan do not reduce the amounts that can be contributed to the other plan.

HOW DOES VESTING WORK IN A 401(a) PLAN?

Vesting in a 401(a) plan refers to the process of an employee becoming entitled to the employer's contributions to their retirement plan account. In other words, vesting is the process of an employee earning the right to keep the employer contributions to their account even if they leave the company before retirement.

There are two types of vesting schedules: cliff vesting and graded vesting.

1. **Cliff vesting:** Under cliff vesting, an employee is 100% vested in the employer's contributions after a certain number of years of service. For example, an employee may be 100% vested after three years of service.
2. **Graded vesting:** Under graded vesting, an employee gradually becomes vested in the employer's contributions over a certain number of years. For example, an employee may be 20% vested after one year of service, 40% vested after two years of service, and so on, until they become fully vested after a certain number of years.

It's worth noting that vesting schedules vary depending on the plan and the employer, so you should check the plan documents or consult with your plan administrator, NPPFA Benefits, to determine the vesting schedule for your plan. It's also important to know that in some plans, the employer contributions are mandatory, and vesting is not an issue since the employee is entitled to the contributions as soon as they are made.

WHAT ARE THE BENEFITS OF PARTICIPATING IN A 401(a) PLAN?

There are several benefits to participating in *The Wise Choice for Public Employees* 401(a) plan:

1. **Retirement income:** 401(a) plans offer a source of retirement income, which can provide financial security during retirement.
2. **Tax-deferred growth:** Contributions and investment earnings in the plan grow tax-deferred, which means that you do not have to pay taxes on the money until you withdraw it. This can result in significant tax savings over time.
3. **Employer contributions:** Employers may make contributions to the plan on behalf of the employee, which can help to increase the employee's retirement savings.
4. **Defined benefit component:** 401(a) plans may include a defined benefit component, which promises to pay a certain benefit to the employee at retirement, based on factors such as salary and years of service.
5. **Access to managed account services:** Transamerica's *PortfolioXpress*® is an automated investment solution designed to help participants save and invest wisely for and throughout retirement. This service automatically invests and rebalances participant portfolios based on their selected retirement date to maximize returns and minimize risk.
6. **Distributions may be exempt from state income tax (varies by state).**
7. **Creditor protection:** The assets of 401(a) plans are generally protected from creditors in case of bankruptcy or other legal judgments.
8. **Portability:** 401(a) plans are portable, which means that the employee can take the plan with them if they leave their employer.

WHAT HAPPENS IN THE EVENT OF MY DEATH?

In the event of your death, your designated beneficiaries are entitled to receive all remaining vested assets.

WE ARE HERE TO HELP

If you have any questions regarding your 401(a) plan, our NPPFA Benefits service representatives are readily available to conduct meetings in person, via phone call, or virtual video conference at a time and place that works best for you. Please go to www.nppfabenefits.org and choose the Book an Appointment tab to schedule a meeting time with a service representative. Alternatively, you can reach our office staff below:

OFFICE HOURS:

Mon-Fri 9am-5pm CST

PHONE:

866-994-6312 (call or fax)

EMAIL:

service@nppfabenefits.org

ADDRESS:

1701 E. Lake Avenue, Suite 400
Glenview, IL 60025

Securities offered through Kestra Investment Services, LLC, Member FINRA/SIPC. Kestra Investment Services, LLC is not affiliated with NPPFA Benefits, or any other entities listed. Investor Disclosures: <https://bit.ly/KF-Disclosures>. The Wise Choice for Public Employees is a registered trademark of the Wealth Resource Group. All rights in this trademark are expressly reserved.

CAN I CHOOSE MY OWN INVESTMENTS?

Yes. Similar to your 457 deferred compensation plan, you will have your own 401(a) account and can choose from a list of investment options offered by the *Wise Choice for Public Employees*® plan. Investment options consist of 15 core asset class specific Vanguard indexes, 5 Vanguard lifestyle funds (asset allocation funds), and a fixed stable/value fund without the typical liquidity restrictions. A managed account called PortfolioXpress® is provided at no additional fee. A complete list of our investment options can be found in the Funds at a Glance flyer.

HOW DO I SET UP MY ACCOUNT?

To set up your account, go to www.nppfabenefits.org and select Transamerica Account from the toolbar. For first time users, follow the prompt to “enroll.” If you need assistance, please contact your local service representative or NPPFA Benefits customer service at 1-866-994-6312.

ACCOUNT ACCESS

Access to your 401(a) plan will depend on the specific plan rules and regulations. Generally, you will be able to access your account balance and investment options at any time, but you will not be able to withdraw funds from the plan until you reach a certain age or meet certain criteria (for example, reaching retirement age or separating from service).

You will also have access to certain financial planning tools and resources that are provided by NPPFA Benefits/Transamerica. These tools may include retirement calculators, investment education and advice, PortfolioXpress, and other resources to help you manage your plan and plan for retirement.

In general, 401(a) plans have stricter withdrawal restrictions, and usually the funds can only be withdrawn under a very specific set of circumstances such as retirement, disability, death, or severe financial hardship.

When contemplating taking an early distribution, participants should consider the following factors:

- Taxes are paid only on withdrawn amounts. Funds that remain in the account, and any future investment earnings, continue to accumulate tax-deferred until they are withdrawn.
- Withdrawals prior to age 59½ or the plan’s normal retirement age, whichever is less, may be subject to a 10% early withdrawal penalty from the IRS.
- Withdrawals are subject to a 20% mandatory federal tax withholding if the participant elects to directly receive funds eligible for rollover to another employer plan or an IRA.
- Distribution of assets must begin no later than April 1 of the year following the year the participant reaches age 72.



Your Investment Funds at a Glance

Short Bonds/Stable Money Market

Fund Name/Type	Investment Objective	401(a) Expense Ratio	Underlying Investment Ticker Symbol
Vanguard Federal Money Market Inv	Seeks to provide current income and preserve shareholders' principal investment by maintaining a share price of \$1.	0.78%	VMFXX
Vanguard Short Term Investment Grade Admiral	Designed to give investors exposure to high and medium quality, investment grade bonds with short term maturities. The fund invests in corporate bonds, pooled consumer loans, and U.S. government bonds.	0.98%	VFSUX

Intermediate/Long Term Bonds

Vanguard Total Bond Market Index I	Designed to provide broad exposure to U.S. investment grade bonds. Reflecting this goal, the fund invests about 30% in corporate bonds and 70% in U.S. government bonds of all maturities (short, intermediate, and long term issues).	0.98%	VBPIX
Vanguard Inflation Protected Securities I	Designed to protect investors from the eroding effect of inflation by investing in securities that seek to provide a "real" return. The fund invests in bonds that are backed by the full faith and credit of the federal government and whose principal is adjusted quarterly based on inflation.	0.98%	VIPIX

Aggressive Bonds

Vanguard High Yield Corporate Admiral	Invests in a diversified portfolio of medium and lower quality corporate bonds, often referred to as "junk bonds."	1.08%	VWEAX
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Large Cap Stocks

Vanguard Value Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow at a slower pace than the broad market; follows a buy and hold approach.	0.98%	VVIAX
Vanguard Institutional Index I	Tracks the performance of the Standard & Poor's 500® Index.	0.63%	VINIX
Vanguard Large Cap Index I	Invests only in stocks of large U.S. companies.	1.13%	VLISX
Vanguard Growth Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow more quickly than the broad market.	1.23%	VIGAX

Small/Mid Cap Stocks

Vanguard Mid Cap Value Index Admiral	Offers exposure to mid-capitalization U.S. value stocks.	1.23%	VMVAX
Vanguard Mid Cap Growth Index Admiral	Offers exposure to the stocks of mid-capitalization U.S. growth oriented companies, which tend to grow more quickly than the broader group of medium sized companies.	1.33 %	VMGMX
Vanguard Small Cap Value Index I	Offers exposure to the stocks of small-capitalization U.S. value companies, which tend to grow more slowly than the broader group of small sized companies.	1.48%	VSIIX
Vanguard Small Cap Index I	Provides broad exposure to the small-capitalization U.S. equity market. The fund seeks to track an index of small sized companies.	1.48%	VSCIX
Vanguard Small Cap Growth Index I	Offers exposure to small-capitalization U.S. growth stocks, which tend to grow more quickly than the broader market. The fund seeks to track a growth style index of small sized companies.	1.53%	VSGIX
Vanguard REIT Index I	Invests in real estate investment trusts - companies that purchase office buildings, hotels, and other real estate property.	1.33%	VGSNX

International Stocks

Vanguard Total Intl Stock Index	The fund tracks stock markets all over the globe with the exception of the United States.	1.38%	VTSNX
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Multi Asset/Other

Vanguard Target Retirement 2060 Inv	Invests in four Vanguard index funds, holding approximately 90% of assets in stocks and 10% in bonds.	1.42%	VTTSX
Vanguard Life Strategy Conservative Growth Inv	Seeks to provide current income and low to moderate capital appreciation. The fund holds 60% of its assets in bonds, a portion of which is allocated to international bonds, and 40% in stocks.	1.25%	VSCGX
Vanguard Life Strategy Growth Inv	Seeks to provide capital appreciation and some current income. The fund holds 80% of its assets in stocks, a portion of which is allocated to international stocks, and 20% in bonds, a portion of which is allocated to international bonds.	1.37%	VASGX
Vanguard Life Strategy Income Inv	Seeks to provide current income and some capital appreciation and is the most conservative. The fund holds 80% of its assets in bonds, a portion of which is allocated to international bonds and 20% in stocks, a portion of which is allocated to international stocks.	1.21%	VASIX
Vanguard Life Strategy Moderate Growth Inv	Seeks to provide capital appreciation and a low to moderate level of current income. The fund holds 60% of its assets in stocks, a portion of which is allocated to international stocks, and 40% in bonds, a portion of which is allocated to international bonds.	1.31%	VSMGX

Fixed

Standard Stable Asset Fund III	Interest Rates: The guaranteed crediting rate is declared in advance and is reset quarterly. The declared crediting rate will never be below 1.00%. Principal and interest are guaranteed by Standard Insurance Company. For the latest credited rate information, please log into your account at my.trsuretire.com .	N/A	N/A
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Mutual funds are sold by prospectus. Please consider the charges, risks, expenses and investment objectives carefully before investing. A prospectus containing this and other information about the investment company can be obtained from your financial professional. Read it carefully before you invest or send money.

PORTFOLIOXPRESS®

“My financial picture is relatively straightforward, so an investment strategy based on when I plan to retire (and my comfort with risk) is probably a good starting point.”

If this statement applies to you, consider *PortfolioXpress*, our automatic asset allocation and rebalancing service. *PortfolioXpress* is offered at no additional cost, although you will continue to pay any fees related to the underlying funds in which your account is invested.

ONE-STEP DIVERSIFICATION

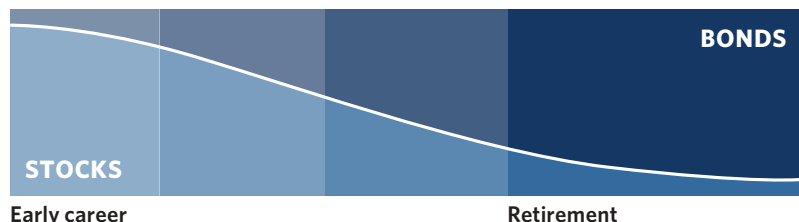
Using your plan's fund lineup, *PortfolioXpress* creates a diversified investment mix based on your risk preference and anticipated retirement year.

Once you agree, the service automatically:

- Rebalances your account and future allocations to reflect your mix.
- Rebalances your portfolio to maintain your mix as needed.
- Adjusts your mix to become more conservative over time.

Your circumstances may change over time, so review your investing strategy periodically to make sure it continues to reflect your current situation. You can adjust your *PortfolioXpress* settings at any time at trsretire.com.

A GLIDE PATH CHARTS THE COURSE FOR YOUR INVESTMENT MIX.



The glide path above is illustrative and does not represent a specific asset allocation at any given time. Be sure to review the investment mixes and glide path before investing.

Sign up for *PortfolioXpress*:



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CALL
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PortfolioXpress® is a registered service mark of Transamerica Retirement Solutions, LLC (Transamerica). *PortfolioXpress*® presents a series of asset allocation models up to and through a designated retirement year. You are solely responsible for choosing the retirement year [and risk preference]. By subscribing to the service, you agree to each of the asset allocation mixes and automated rebalancing transactions that will take place over time within your account as you approach the selected retirement year. If you sign up, you should carefully review the service agreement for additional information regarding fees and other terms and conditions that may apply to this service. Although the *PortfolioXpress*® service is offered at no additional cost, you will continue to bear the fees of the underlying funds in which the account is invested. *PortfolioXpress*® is designed as investment education and is structured to comply with the Investment Education Exception under the Fiduciary Rule (DOL Regulation § 2510.3-21 - Definition of “Fiduciary”). Transamerica Retirement Solutions or its affiliates do not provide investment advice for *PortfolioXpress*®. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

Transamerica Retirement Solutions (TRS) is affiliated with Massachusetts Fidelity Trust Company (MFTC) through which TRS provides certain investment education services to plan participants and other administrative services on behalf of the plan. MFTC is an Iowa trust company with its principal office located at 4333 Edgewood Road NE, Cedar Rapids, IA 52499. All Transamerica companies identified are affiliated, but are not affiliated with your employer.

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MAY LOSE
VALUE

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GUARANTEED BY ANY BANK



PortfolioXpress® Profile and Service Agreement

The Wise Choice for Public Employees

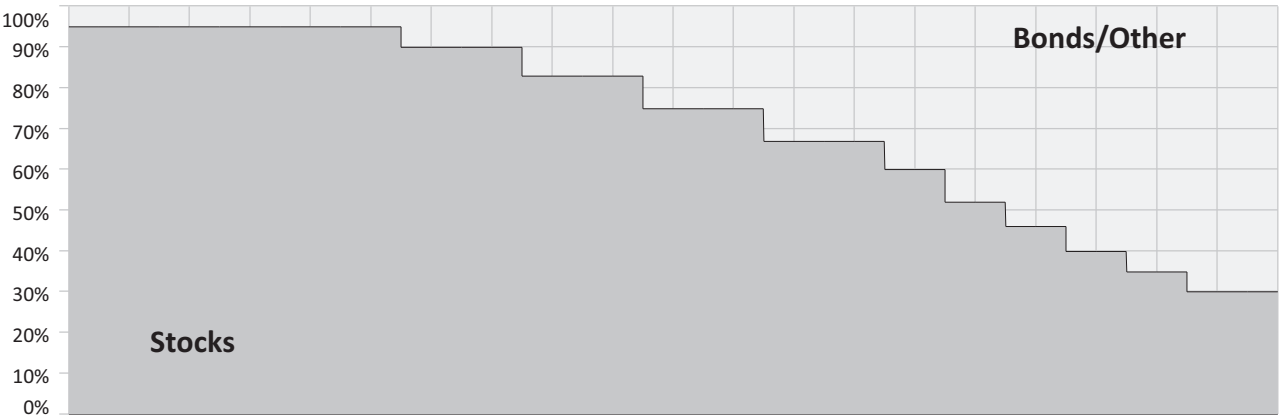
One-step diversification with PortfolioXpress

Effective Date: 11/21/2017

PortfolioXpress is a service that establishes your investment mix based on the retirement year and risk preference you select. PortfolioXpress allocates to funds available for investment in your plan and regularly rebalances your account to a more conservative mix over time. You can also subscribe to PortfolioXpress and see more details on specific funds; visit my.trsuretire.com.

Investment Glidepath

	Years to Retirement															Years from Retirement					
Conservative	50	48	45	42	40	37	35	33	30	27	25	22	20	17	15	10	5	0	+5	+10	+20
Moderate	40	38	35	32	30	27	25	23	20	17	15	12	10	7	5	0	+5	+10	+15	+20	+30
Aggressive	35	33	30	27	25	22	20	18	15	12	10	7	5	2	0	+5	+10	+15	+20	+25	+35



How to locate your starting portfolio on the chart

In order to locate your starting portfolio, use the Investment Allocation chart on the following pages. First, determine your risk preference, which is represented by one of the three lines located at the top of the chart and labeled "conservative" "moderate" or "aggressive." For example, if you consider yourself a conservative investor, choose the line labeled "conservative."

Once you've located the appropriate line for your risk preference, follow that line across until you locate the number that corresponds to your "years to retirement." You can determine your years to retirement by subtracting your current age from your designated retirement year. (Your "designated retirement year" is the year you expect to retire, such as age 65, which is not necessarily the same as the normal retirement age, if any, under your retirement savings plan.) The resulting number is your years to retirement for purposes of the service. (Note: if your actual years to retirement falls between two numbers on the chart, select the higher number as your years to retirement.)

Once you've located your years to retirement for your selected risk preference, the portfolio located directly beneath your years to retirement is your starting portfolio under the service. The chart shows how your starting portfolio is initially allocated between various types of stocks and bonds; and also shows how and when your portfolio will be automatically reallocated over time as you approach the designated retirement year and the years thereafter. (The term "Bonds" in the chart may also include short-term fixed income securities such as those found in money market funds.) For additional information about how each asset class is allocated among the funds available in your plan, please visit my.trsuretire.com. If you are subscribing to the PortfolioXpress service, you will automatically be enrolled in the "moderate" risk preference category. Should you prefer to change your risk preference, you may do so online at my.trsuretire.com

PortfolioXpress presents a series of asset allocation models that are designed to take you up to and through a designated retirement year. You are

solely responsible for selecting the retirement year and risk preference. By subscribing to the service, you agree to each of the asset allocation mixes, and automated rebalancing transactions that will take place over time within the account as you approach your selected retirement year. If you are defaulted into this service by your employer, your designated retirement year is specified in the default investment notice provided to you with the PortfolioXpress Profile and Service Agreement. You will continue to bear the fees of the underlying funds in which the account is invested. You can obtain additional information at www.trsretire.com.

	Years to Retirement																	Years from Retirement				
Conservative	50	48	45	42	40	37	35	33	30	27	25	22	20	17	15	10	5	0	+5	+10	+20	
Moderate	40	38	35	32	30	27	25	23	20	17	15	12	10	7	5	0	+5	+10	+15	+20	+30	
Aggressive	35	33	30	27	25	22	20	18	15	12	10	7	5	2	0	+5	+10	+15	+20	+25	+35	
Bonds	5%	5%	5%	5%	5%	5%	10%	10%	17%	17%	25%	25%	33%	33%	40%	48%	54%	60%	65%	70%	70%	
Short Bonds/Stable/MMkt	-	-	-	-	-	-	-	-	-	-	2%	2%	3%	3%	5%	8%	10%	11%	13%	14%	14%	
Vanguard Federal Money Market Inv	-	-	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	2%	3%	3%	4%	4%	4%	
Standard Stable Asset Fund III	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	1%	2%	3%	4%	4%	5%	5%	5%	
Vanguard Short-Term Investment-Grade Adm	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	1%	2%	3%	3%	4%	4%	5%	5%	
Interm./Long-Term Bonds	3%	3%	3%	3%	3%	3%	7%	7%	13%	13%	19%	19%	25%	25%	29%	34%	37%	41%	44%	48%	48%	
Vanguard Total Bond Market Index I	2%	2%	2%	2%	2%	2%	5%	5%	9%	9%	13%	13%	17%	17%	20%	23%	25%	28%	30%	32%	32%	
Vanguard Inflation Protected Secs I	1%	1%	1%	1%	1%	1%	2%	2%	4%	4%	6%	6%	8%	8%	9%	11%	12%	13%	14%	16%	16%	
Aggressive Bonds	2%	2%	2%	2%	2%	2%	3%	3%	4%	4%	4%	4%	5%	5%	6%	6%	7%	8%	8%	8%	8%	
Vanguard High-Yield Corporate Adm	2%	2%	2%	2%	2%	2%	3%	3%	4%	4%	4%	4%	5%	5%	6%	6%	7%	8%	8%	8%	8%	
Stocks	95%	95%	95%	95%	95%	95%	90%	90%	83%	83%	75%	75%	67%	67%	60%	52%	46%	40%	35%	30%	30%	
Large-Cap Stocks	43%	43%	43%	43%	43%	43%	42%	42%	39%	39%	36%	36%	33%	33%	30%	27%	24%	21%	19%	16%	16%	
Vanguard Value Index Adm	14%	14%	14%	14%	14%	14%	14%	14%	13%	13%	12%	12%	11%	11%	10%	9%	8%	7%	6%	6%	6%	
Vanguard Institutional Index I	7%	7%	7%	7%	7%	7%	7%	7%	6%	6%	6%	6%	5%	5%	5%	4%	4%	3%	3%	2%	2%	
Vanguard Large Cap Index I	8%	8%	8%	8%	8%	8%	7%	7%	7%	7%	6%	6%	6%	6%	5%	5%	4%	4%	4%	2%	2%	
Vanguard Growth Index Adm	14%	14%	14%	14%	14%	14%	14%	14%	13%	13%	12%	12%	11%	11%	10%	9%	8%	7%	6%	6%	6%	
Small/Mid-Cap Stocks	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	20%	20%	17%	17%	15%	12%	11%	10%	8%	7%	7%	
Vanguard Mid-Cap Value Index Admiral	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%	1%	
Vanguard Mid-Cap Growth Index Admiral	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	2%	2%	2%	1%	1%	1%	
Vanguard Small Cap Value Index I	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	2%	2%	2%	1%	1%	1%	
Vanguard Small Cap Index I	5%	5%	5%	5%	5%	5%	4%	4%	3%	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	1%	1%	
Vanguard Small Cap Growth Index I	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%	1%	
Vanguard REIT Index I	5%	5%	5%	5%	5%	5%	4%	4%	3%	3%	3%	3%	2%	2%	2%	2%	1%	2%	2%	2%	2%	
International Stocks	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	19%	19%	17%	17%	15%	13%	11%	9%	8%	7%	7%	
Vanguard Total Intl Stock Index I	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	19%	19%	17%	17%	15%	1						

THE NPPFA STORY

The National Public Pension Fund Association (NPPFA) developed its roots in a state specific not-for-profit umbrella organization representing police and fire defined benefit retirement funds in 1985. As the demand grew for prudent stewardship over governmental deferred compensation 457(b) plans, the NPPFA was established to offer low-cost benefit programs to public sector employees on a national level.

The Wise Choice for Public Employees® 457(b) deferred compensation plan was established to incorporate best practice plan design and pricing to help public sector employees, regardless of size, achieve greater retirement plan account balances. This plan was built by pooling the buying power of hundreds of local units of government in the United States with a single vendor. The NPPFA believes no public sector employee should have less money at retirement just because he or she works for an employer that does not have the size to negotiate large case pricing. The two largest 457 vendors have multiple pricing schemes whereas the NPPFA 457(b) plan offers a single price. Over the years, this single price has come down as the co-op has increased in size.

By pooling the buying power of local units of government, the NPPFA has been able to negotiate a program that normally would require a single employer to have \$50 million in available assets for deposit before this fee structure would be available. Within the core funds, *The Wise Choice for Public Employees* plan provides total delivered pricing from 0.00% – 1.53% annually.

Since the inception of program, the plan has saved participants over \$40 million in fees. Currently, there are over 275 units of government participating in the co-op with over \$750 million in managed assets.

The NPPFA Board of Directors hired NPPFA Benefits to initially create the plan and then subsequently contracted NPPFA Benefits to exclusively provide the Education, Sales, and Marketing for the NPPFA 457(b) *Wise Choice for Public Employees*® Plan, NPPFA 401(a) *Wise Choice for Public Employees*® Plan, the Retirement Healthcare Funding Plan, and the *Wise Choice for Educators*® 403(b)/457(b) Plan.



Scan QR code with your smartphone to:



Visit the app store and download the Transamerica app.



Visit the NPPFA Benefits website.



Access your account or establish a new one.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-092**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND NATIONAL PUBLIC PENSION FUND ASSOCIATION TO PROVIDE A 401(A)
PLAN FOR CERTAIN POSITIONS**

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

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

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

RESOLUTION NO. 2025-R-092

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NATIONAL PUBLIC PENSION FUND ASSOCIATION TO PROVIDE A 401(A) PLAN FOR CERTAIN POSITIONS

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 National Public Pension Fund Association, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NATIONAL PUBLIC PENSION FUND ASSOCIATION TO PROVIDE A 401(A) PLAN FOR CERTAIN POSITIONS

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-092, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND NATIONAL PUBLIC PENSION FUND ASSOCIATION TO PROVIDE A 401(A) PLAN FOR CERTAIN POSITIONS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK

PARTICIPATION AGREEMENT

(Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XI, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, the Lead Employer may execute a Participation Agreement with regard to its own Employees. See Section 11.2(b).)

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 11.2(b) and 11.8 as applicable.*

A. PARTICIPATING EMPLOYER INFORMATION

- a. Name: Village of Tinley Park
- b. Address: 16250 S Oak Park Ave
- | | | |
|--------------------|-----------|--------------|
| <u>Tinley Park</u> | <u>IL</u> | <u>60477</u> |
| City | State | Zip |
- c. Telephone: (708) 444-5050
- d. Taxpayer Identification Number (TIN): 36-6006127
- e. Fiscal Year end: April 30

B. PLAN STATUS

- f. ☒ New plan for Participating Employer
- g. ☐ Modification of existing Participation Agreement (i.e., plan restatement (without merger) or Employer's cessation of participation)
- h. ☐ Restatement and merger (e.g., existing plan joining group)

C. EFFECTIVE DATE(S)

(complete i. if new plan (f); complete i. AND either j. or l. if modification (g); complete i. and k. if plan is being restated and merged (h))

- i. **Initial Effective Date of Plan** August 6, 2025 (enter month day, year)
- j. **Modification/Restatement Effective Date.** _____ (enter month day, year)
- k. **Restatement and Merger Effective Date.** _____ (enter month day, year)
1. Name of plan being merged into this Plan: _____
- l. ☐ **Cessation.** The Participating Employer is ceasing its participation in the Plan effective as of: _____.
- l. ☐ **Different elections or special Effective Dates. (Choose one.):**
1. ☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.
2. ☐ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer: The Participating Employer may attach additional pages as needed to indicate modified elections.

NOTE: Contributions and Forfeitures will be allocated together for Participating Employers (that are Affiliated Employers) unless a different selection is elected below:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
[X] <u>Employer Contributions</u>	[X]	[]	[X] <u>Village Contributions of 4% of Base Salary for positions of Division Police Commander, Deputy Police Chief, and Police Chief made on a per payroll basis (26 annual pays).</u>	[X] <u>8/6/2025</u>

PARTICIPATING EMPLOYER: Village of Tinley Park

By: _____

DATE SIGNED

SIGNATORY EMPLOYER: National Public Pension Fund Association

By: _____

DATE SIGNED

ADOPTING RESOLUTION

The undersigned authorized representative of the Village of Tinley Park (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on the date specified below, and that such resolutions have not been modified or rescinded as of the signature date below:

RESOLVED, that the form of the Participation Agreement of Village of Tinley Park, a Participating Employer, which evidences the adoption of the amended Plan sponsored by National Public Pension Fund Association is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

The undersigned further certifies that attached hereto are true copies of The Wise Choice 401(a) Plan as amended and restated and the Summary of Plan Provisions, which are hereby approved and adopted.

Date: _____

By: _____
[print name/title]

NATIONAL PUBLIC PENSION FUND ASSOCIATION
NON-STANDARDIZED GOVERNMENTAL 401(a) PRE-APPROVED PLAN

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**ARTICLE I
DEFINITIONS**

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

1.1 "Account" means any separate notational account established and maintained by the Administrator for each Participant under the Plan. To the extent applicable, a Participant may have any (or all) of the following notational Accounts:

(a) "Combined Account" means the account representing the Participant's total interest under the Plan resulting from Employer contributions. In addition, Forfeitures are part of the Combined Account to the extent they are reallocated.

(b) "Mandatory Contribution Account" means the account established hereunder to which mandatory Employee contributions made pursuant to Section 4.8 are allocated, to the extent such contributions are not picked-up by the Employer pursuant to Code §414(h). A Participant's Mandatory Contribution Account shall be fully Vested at all times.

(c) "Rollover Account" means the account established hereunder to which amounts transferred from a qualified plan or individual retirement account in accordance with Section 4.6 are allocated.

(d) "Transfer Account" means the account established hereunder to which amounts transferred to this Plan from a direct plan-to-plan transfer in accordance with Section 4.7 are allocated.

(e) "Voluntary Contribution Account" means the account established hereunder to which after-tax voluntary Employee contributions made pursuant to Section 4.9 are allocated.

1.2 "Administrator" means the Employer unless another person, entity or committee has been designated by the Employer pursuant to Section 2.2 to administer the Plan on behalf of the Employer.

1.3 "Adoption Agreement" means the separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan as specified by the Employer.

1.4 "Affiliated Employer" means any entity required to be aggregated with the Employer pursuant to Code §414.

1.5 "Alternate Payee" means an alternate payee pursuant to a qualified domestic relations order that meets the requirements of Code §414(p).

1.6 "Anniversary Date" means the last day of the Plan Year.

1.7 "Annuity Starting Date" means, with respect to any Participant, the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitles the Participant to such benefit.

1.8 "Beneficiary" means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is, or may become, payable upon the Participant's death as identified in records maintained by the Plan, subject to the restrictions of Sections 6.2 and 6.6.

1.9 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time and includes applicable Internal Revenue Service (IRS) guidance.

1.10 "Compensation" means, with respect to any Participant, the amount determined in accordance with the following provisions, except as otherwise provided in the Adoption Agreement.

(a) **Base definition.** One of the following, as elected in the Adoption Agreement:

(1) Information required to be reported under Code §§6041, 6051 and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation means wages, within the meaning of Code §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §§6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages. Compensation means an Employee's wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in

wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) 415 safe harbor compensation. Compensation means wages, salaries, Military Differential Pay, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Regulation §1.62-2(c))), and excluding the following:

- (i) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are excludable from the Employee's gross income, or any distributions from a plan of deferred compensation;
- (ii) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- (iv) Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125), whether or not the contributions are actually excludable from the gross income of the Employee.

(b) **Paid during "determination period."** Compensation shall include only that Compensation which is actually paid to the Participant during the "determination period". Except as otherwise provided in this Plan, the "determination period" is the period elected by the Employer in the Adoption Agreement. If the Employer makes no election, the "determination period" shall be the Plan Year.

(c) **Inclusion of deferrals.** Notwithstanding the above, unless otherwise elected in the Adoption Agreement, Compensation shall include all of the following types of elective contributions and all of the following types of deferred compensation:

(1) Elective contributions that are made by the Employer on behalf of a Participant that are not includible in gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) and 403(b). If specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(2) Compensation deferred under an eligible deferred compensation plan within the meaning of Code §457(b).

(3) Employee contributions described in Code §414(h)(2) that are picked-up by the employing unit and thus are treated as Employer contributions.

(d) **Post-severance compensation – Code §415 Regulations.** The Administrator shall adjust Compensation for amounts that would otherwise be included in the definition of Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of Compensation) if:

- (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
- (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

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(2) **Leave cash-outs.** Compensation shall include leave cash-outs if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** Compensation shall include deferred compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled.

(e) **Compensation Dollar limitation.** For any Plan Year (or other applicable determination period) Compensation in excess of \$290,000 shall be disregarded for all. The dollar amount shall be adjusted by the Commissioner for increases in the cost-of-living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any "determination period" beginning with or within such calendar year. If a "determination period" consists of fewer than twelve (12) months, the \$290,000 annual Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the "determination period," and the denominator of which is twelve (12). In applying any Plan limitation on the amount of matching contributions, where such limits are expressed as a percentage of Compensation, the Administrator may apply the Compensation limit under this Section annually, even if the matching contribution formula is applied on any time interval which is less than the full Plan Year or the Administrator may pro rate the Compensation limit.

In the case of an "eligible Participant," the dollar limitation under Code §401(a)(17) shall not apply to the extent the amount under the Plan would be reduced below the amount which was allowed to be taken into account under the Plan as in effect on July 1, 1993. For purposes of this provision, an "eligible Participant" is an individual who first became a Participant before the first Plan Year beginning after the earlier of (i) the Plan Year in which the Plan was amended to reflect Code §401(a)(17), or (ii) December 31, 1995.

(f) **Non-eligible Employee.** If, in the Adoption Agreement, the Employer elects to exclude a class of Employees from the Plan, then Compensation for any Employee who becomes eligible or ceases to be eligible to participate during a "determination period" shall only include Compensation while the Employee is an Eligible Employee.

(g) **Amendment.** If, in connection with the adoption of any amendment, the definition of Compensation has been modified, then, except as otherwise provided herein, for Plan Years prior to the Plan Year which includes the adoption date of such amendment, Compensation means compensation determined pursuant to the terms of the Plan then in effect.

(h) **Affiliated Employers.** Affiliated Employers are treated as one Employer for purposes of Compensation. If, however, one or more Affiliated Employers are Participating Employers and the Plan (including the Adoption Agreement or a participation agreement) allocate Employer Contributions separately among the Employees directly employed by a Participating Employer, then, in computing such allocations, Compensation paid by other Participating Employers is excluded Compensation.

1.11 "Contract" or "Policy" means any life insurance policy, retirement income policy, or annuity contract (group or individual) issued by the Insurer. In the event of any conflict between the terms of this Plan and the terms of any contract purchased hereunder, the Plan provisions shall control.

1.12 "Custodian" means a person or entity that has custody of all or any portion of the Plan assets.

1.13 "Directed Trustee" means a Trustee who, with respect to the investment of Plan assets, is subject to the direction of the Administrator, the Employer, a properly appointed Investment Manager, or Plan Participant.

1.14 "Discretionary Trustee" means a Trustee who has the authority and discretion to invest, manage or control any portion of the Plan assets.

1.15 "Early Retirement Date" means the date specified in the Adoption Agreement on which a Participant has satisfied the requirements specified in the Adoption Agreement (Early Retirement Age). If elected in the Adoption Agreement, a Participant shall become fully Vested upon satisfying such requirements if the Participant is still employed at the Early Retirement Age.

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A Participant who severs from employment after satisfying any service requirement but before satisfying the age requirement for Early Retirement Age and who thereafter reaches the age requirement contained herein shall be entitled to receive benefits under this Plan (other than any accelerated vesting and allocations of Employer contributions) as though the requirements for Early Retirement Age had been satisfied.

1.16 "Effective Date" means the date this Plan, including any restatement or amendment of this Plan, is effective. Where the Plan is restated or amended, a reference to Effective Date is the effective date of the restatement or amendment, except where the context indicates a reference to an earlier Effective Date. If any provision of this Plan is retroactively effective, the provisions of this Plan generally control. However, if the provision of this Plan is different from the provision of the Employer's prior plan document and, after the retroactive Effective Date of this Plan, the Employer operated in compliance with the provisions of the prior plan, then the provision of such prior plan is incorporated into this Plan for purposes of determining whether the Employer operated the Plan in compliance with its terms, provided operation in compliance with the terms of the prior plan do not violate any qualification requirements under the Code, Regulations, or other IRS guidance.

The Employer may designate special effective dates for individual provisions under the Plan where provided in the Adoption Agreement or under Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). If one or more qualified retirement plans have been merged into this Plan, the provisions of the merging plan(s) will remain in full force and effect until the effective date of the plan merger(s).

1.17 "Eligible Employee" means any Eligible Employee as elected in the Adoption Agreement and as provided herein.

(a) **"Reclassified Employees."** An individual shall not be an Eligible Employee (unless otherwise elected in Appendix A to the Adoption Agreement) if such individual is a "Reclassified Employee." A "Reclassified Employee" is any person the Employer does not treat as a common law employee or as a self-employed individual (including, but not limited to, independent contractors, persons the Employer pays outside of its payroll system and out-sourced workers) for federal income tax withholding purposes under Code §3401(a), irrespective of whether there is a binding determination that the individual is an Employee or a Leased Employee of the Employer. Self-Employed Individuals are not "Reclassified Employees."

(b) **Affiliated Employers.** Employees of an Affiliated Employer will not be treated as Eligible Employees prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

(c) **Union Employees.** If, in the Adoption Agreement, the Employer elects to exclude union employees, then Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining, shall not be eligible to participate in this Plan to the extent of employment covered by such agreement, unless the agreement provides for coverage in the Plan (see Section 4.1(d)). For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service in each respective category are treated separately.

(d) **Nonresident Employees.** If, in the Adoption Agreement, the Employer elects to exclude nonresident aliens, then Employees who are nonresident aliens (within the meaning of Code §7701(b)(1)(B)) who received no earned income (within the meaning of Code §911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code §861(a)(3)) shall not be eligible to participate in this Plan. In addition, this paragraph shall also apply to exclude from participation in the Plan an Employee who is a nonresident alien (within the meaning of Code §7701(b)(1)(B)) but who receives earned income (within the meaning of Code §911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)), if all of the Employee's earned income from the Employer from sources within the United States is exempt from United States income tax under an applicable income tax convention. The preceding sentence will apply only if all Employees described in the preceding sentence are excluded from the Plan.

1.18 "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code §414(n) or (o).

1.19 "Employer" means the governmental entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan. This plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government, and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

1.20 "Fiscal Year" means the Employer's accounting year.

1.21 "Forfeiture" means that portion of a Participant's Account that is not Vested and is disposed of in accordance with the provisions of the Plan.

A Forfeiture will occur on the following, as elected by the Employer in the Adoption Agreement:

- (a) The last day of the Plan Year in which a Participant incurs five (5) consecutive 1-Year Breaks in Service, or
- (b) The distribution of the entire Vested portion of the Participant's Account of a Participant who has severed employment with the Employer. For purposes of this provision, if the Participant has a Vested benefit of zero, then such Participant shall be deemed to have received a distribution of such Vested benefit as of the year in which the severance of employment occurs. For this purpose, a Participant's Vested benefit shall not include: (i) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B), and (ii) the Participant's Rollover Account.
- (c) As soon as reasonably practical after the date a Participant severs employment.

Regardless of the preceding, if a Participant is eligible to share in the allocation of Forfeitures in the year in which the Forfeiture would otherwise occur, then the Forfeiture will not occur until the end of the first Plan Year for which the Participant is not eligible to share in the allocation of Forfeitures. Furthermore, the term "Forfeiture" shall also include amounts deemed to be Forfeitures pursuant to any other provision of this Plan.

1.22 "Former Employee" means an individual who has severed employment with the Employer or an Affiliated Employer.

1.23 "415 Compensation" means, with respect to any Participant, such Participant's (a) Wages, tips and other compensation on Form W-2, (b) Code §3401(a) wages or (c) 415 safe harbor compensation as elected in the Adoption Agreement for purposes of Compensation (and as defined in Subsections 1.10(a)(1)-3 respectively). 415 Compensation shall be based on the full Limitation Year regardless of when participation in the Plan commences. Furthermore, regardless of any election made in the Adoption Agreement, 415 Compensation shall include any elective deferral (as defined in Code §§402(e)(3), 402(k) and 402(h)(1)(B)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code §§125, 457, and 132(f)(4). If the Plan contains pick-up provisions (certain contributions designated as employee contributions, that are then "picked-up" by the Employer), then those pick-up contributions are not includible as Compensation for purposes of IRC §415 & Reg. §1.415-2(d)(2)(i). In addition, Military Differential Pay is treated as 415 Compensation.

(a) **Deemed 125 compensation.** If elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), 415 Compensation shall also include deemed §125 compensation. Deemed §125 compensation is an amount that is excludable under §106 that is not available to a participant in cash in lieu of group health coverage under a §125 arrangement solely because the participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(b) **Post-severance compensation.** The Administrator shall adjust 415 Compensation for amounts that would otherwise be included in the definition of 415 Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Limitation Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** 415 Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of 415 Compensation) if:

- (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
- (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cash-outs.** 415 Compensation shall include leave cash-outs if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** 415 Compensation shall include deferred compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the

payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** 415 Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** 415 Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee (within the meaning of Code §414(q)) immediately before becoming disabled.

(c) **Back pay.** Back pay, within the meaning of Regulations §1.415(c)-2(g)(8), shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(d) **Dollar limitation.** 415 Compensation will be limited to the same dollar limitations set forth in Section 1.10(e) adjusted in such manner as permitted under Code §415(d).

(e) **Amendment.** Except as otherwise provided herein, if, in connection with the adoption of any amendment, the definition of 415 Compensation has been modified, then for Plan Years prior to the Plan Year which includes the adoption date of such amendment, 415 Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.24 "Hour of Service" means (a) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties during the applicable computation period (these hours will be credited to the Employee for the computation period in which the duties are performed); (b) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, incapacity (including disability), jury duty, lay-off, military duty or leave of absence) during the applicable computation period; (c) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made). The same Hours of Service shall not be credited both under (a) or (b), as the case may be, and under (c).

Notwithstanding (b) above, (1) no more than 501 Hours of Service will be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. Furthermore, for purposes of (b) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Hours of Service will be credited for employment with all Affiliated Employers and for any individual considered to be a Leased Employee pursuant to Code §414(n) or 414(o) and the Regulations thereunder.

Hours of Service will be determined using the actual hours method unless one of the methods below is elected in the Adoption Agreement. If the **actual hours** method is used to determine Hours of Service, an Employee is credited with the actual Hours of Service the Employee completes with the Employer or the number of Hours of Service for which the Employee is paid (or entitled to payment).

If the **days worked** method is elected, an Employee will be credited with ten (10) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the day.

If the **weeks worked** method is elected, an Employee will be credited with forty-five (45) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the week.

If the **semi-monthly payroll periods worked** method is elected, an Employee will be credited with ninety-five (95) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.

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If the **months worked** method is elected, an Employee will be credited with one hundred ninety (190) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the month.

If the **bi-weekly payroll periods worked** method is elected, an Employee will be credited with ninety (90) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the bi-weekly payroll period.

1.25 "Insurer" means any legal reserve insurance company which has issued or shall issue one or more Contracts or Policies under the Plan.

1.26 "Investment Manager" means a person or entity which renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or property of the Plan and which is appointed in accordance with Section 2.1(b).

1.27 "Joint and Survivor Annuity" means an immediate annuity for the life of a Participant with a survivor annuity for the life of the Participant's Spouse which is not less than fifty percent (50%), nor more than one hundred percent (100%) of the amount of the annuity payable during the joint lives of the Participant and the Participant's Spouse which can be purchased with the Participant's Vested interest in the Plan reduced by any outstanding loan balances pursuant to Section 7.4.

1.28 "Late Retirement Date" means the date of, or the first day of the month or the Anniversary Date coinciding with or next following, whichever corresponds to the election in the Adoption Agreement for the Normal Retirement Date, a Participant's actual retirement after having reached the Normal Retirement Date.

1.29 "Leased Employee" means any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a non-integrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code §415(c)(3), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's nonhighly compensated workforce.

1.30 "Limitation Year" means the "determination period" used to determine Compensation. However, the Employer may elect a different Limitation Year in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). All qualified plans maintained by the Employer must use the same Limitation Year. Furthermore, unless there is a change to a new Limitation Year, the Limitation Year will be a twelve (12) consecutive month period. In the case of an initial Limitation Year, the Limitation Year will be the twelve (12) consecutive month period ending on the last day of the period specified in the Adoption Agreement. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new "Limitation Year" must begin on a date within the "Limitation Year" in which the amendment is made. The Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

1.31 "Military Differential Pay" means any differential wage payments made to an individual that represents an amount which, when added to the individual's military pay, approximates the amount of Compensation that was paid to the individual while working for the Employer. An individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an Employee of the Employer making the payment.

1.32 "Nonelective Contribution" means the Employer's contributions to the Plan.

1.33 "Normal Retirement Age" means the age elected in the Adoption Agreement at which time a Participant's Account shall be nonforfeitable (if elected in the Adoption Agreement and if the Participant is employed by the Employer on or after that date). For money purchase pension plans, if the employer enforces a mandatory retirement age, then the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement. Upon attaining Normal Retirement Age or the stated age and completion of the required years of service and any other reasonable requirements set forth in the Plan, the Plan will provide for full vesting of an Employee's interest.

1.34 "Normal Retirement Date" means the date elected in the Adoption Agreement.

1.35 "1-Year Break in Service" means, if the Hour of Service method is used, the applicable computation period that is used to determine a Year of Service during which an Employee or Former Employee has not completed more than 500 Hours of Service. However, if the Employer selected, in the Service Crediting Method Section of the Adoption Agreement, to define a Year of Service as less than 1,000 Hours of Service, then the 500 Hours of Service in this definition of 1-Year Break in Service shall be proportionately reduced. Further, solely for the purpose of determining whether an Employee has incurred a 1-Year Break in Service, Hours of Service shall be

recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed the number of Hours of Service needed to prevent the Employee from incurring a 1-Year Break in Service.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer pursuant to an established policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity leave of absence" means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

If the elapsed time method is elected in the Service Crediting Method Section of the Adoption Agreement, then a "1-Year Break in Service" means a twelve (12) consecutive month period beginning on the severance from service date or any anniversary thereof and ending on the next succeeding anniversary of such date; provided, however, that the Employee or Former Employee does not perform an Hour of Service for the Employer during such twelve (12) consecutive month period.

1.36 "Participant" means any Employee or Former Employee who has satisfied the requirements of Sections 3.1 and 3.2 and entered the Plan and is eligible to accrue benefits under the Plan. In addition, the term "Participant" also includes any individual who was a Participant (as defined in the preceding sentence) and who must continue to be taken into account under a particular provision of the Plan (e.g., because the individual has an Account balance in the Plan).

1.37 "Participant Directed Account" means that portion of a Participant's interest in the Plan with respect to which the Participant has directed the investment in accordance with the Participant Direction Procedures.

1.38 "Participant Direction Procedures" means such instructions, guidelines or policies, the terms of which are incorporated herein, as shall be established pursuant to Section 4.10 and observed by the Administrator and applied and provided to Participants who have Participant Directed Accounts.

1.39 "Participating Employer" means an Employer which, with the consent of the "lead Employer" adopts the Plan pursuant to Section 10.1 or Article XI. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.

1.40 "Period of Service" means the aggregate of all periods of service commencing with an Employee's first day of employment or reemployment with the Employer or an Affiliated Employer and ending on the first day of a Period of Severance, or for benefit accrual purposes, ending on the severance from service date. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee who incurs a Period of Severance of twelve (12) months or less will also receive service-spanning credit by treating any such period as a Period of Service for purposes of eligibility and vesting (but not benefit accrual). For purposes of benefit accrual, a Participant's whole year Periods of Service is equal to the sum of all full and partial periods of service, whether or not such service is continuous or contiguous, expressed in the number of whole years represented by such sum. For this purpose, fractional periods of a year will be expressed in terms of days.

Periods of Service with any Affiliated Employer shall be recognized. Furthermore, Periods of Service with any predecessor employer that maintained this Plan shall be recognized. Periods of Service with any other predecessor employer shall be recognized as elected in the Adoption Agreement.

In determining Periods of Service for purposes of vesting under the Plan, Periods of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

In the event the method of crediting service is amended from the Hour of Service method to the elapsed time method, an Employee will receive credit for a Period of Service consisting of:

- (a) A number of years equal to the number of Years of Service credited to the Employee before the computation period during which the amendment occurs; and
- (b) The greater of (1) the Periods of Service that would be credited to the Employee under the elapsed time method for service during the entire computation period in which the transfer occurs or (2) the service taken into account under the Hour of Service method as of the date of the amendment.

In addition, the Employee will receive credit for service subsequent to the amendment commencing on the day after the last day of the computation period in which the transfer occurs.

1.41 "Period of Severance" means a continuous period of time during which an Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for "maternity or paternity" reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a one year Period of Severance. For purposes of this paragraph, an absence from work for "maternity or paternity" reasons means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

1.42 "Plan" means this instrument (hereinafter referred to as FIS Business Systems LLC Non-Standardized Governmental 401(a) Pre-Approved Plan (Basic Plan Document #03 and the Adoption Agreement) as adopted by the Employer, including all amendments thereto and any appendix which is specifically permitted pursuant to the terms of the Plan.

1.43 "Plan Year" means the Plan's accounting year as specified in the Adoption Agreement. Unless there is a Short Plan Year, the Plan Year will be a twelve-consecutive month period.

1.44 "Pre-Retirement Survivor Annuity" means an immediate annuity for the life of a Participant's Spouse, the payments under which must be equal to the benefit which can be provided with the percentage, as specified in the Adoption Agreement, of the Participant's Vested interest in the Plan as of the date of death. If no election is made in the Adoption Agreement, the percentage shall be equal to fifty percent (50%). Furthermore, if less than one hundred percent (100%) of the Participant's Vested interest in the Plan is used to provide the Pre-Retirement Survivor Annuity, a proportionate share of each of the Participant's Accounts subject to the Pre-Retirement Survivor Annuity shall be used to provide the Pre-Retirement Survivor Annuity.

1.45 "Regulation" means the Income Tax Regulations as promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time.

1.46 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability, regardless of whether such retirement occurs on a Participant's Normal Retirement Date, Early Retirement Date or Late Retirement Date (see Section 6.1).

1.47 "Short Plan Year" means, if specified in the Adoption Agreement or as the result of an amendment, a Plan Year of less than a twelve (12) month period. If there is a Short Plan Year, the following rules shall apply in the administration of this Plan. In determining whether an Employee has completed a Year of Service (or Period of Service if the elapsed time method is used) for benefit accrual purposes in the Short Plan Year, the number of the Hours of Service (or months of service if the elapsed time method is used) required shall be proportionately reduced based on the number of days (or months) in the Short Plan Year.

1.48 "Spouse" means, a spouse as determined under federal tax law. In addition, with respect to benefits or rights not mandated by law, Spouse also includes a spouse as elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

1.49 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated with the Employer (including an Affiliated Employer) or applicable Participating Employer, other than by death, Total and Permanent Disability or retirement.

1.50 "Total and Permanent Disability" means, unless otherwise specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Participant shall be determined by a licensed physician. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for the purposes of this Plan. The determination shall be applied uniformly to all Participants.

1.51 "Trustee" means any person or entity that has agreed to serve as Trustee pursuant to the terms of the Trust agreement, or any successors thereto. The Employer may designate Trustees by business position or title. In addition, unless the context means, or the Plan provides, otherwise, the term "Trustee" shall mean the Insurer if the Plan is fully insured. The Employer has no reliance on the IRS opinion letter with respect to the separate Trust agreement.

1.52 "Trust Fund" means, if the Plan is funded with a trust, the assets of the Plan and Trust as the same shall exist from time to time.

1.53 "Valuation Date" means the date or dates specified in the Adoption Agreement. Regardless of any election to the contrary, for purposes of the determination and allocation of earnings and losses, the Valuation Date shall include the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of Participants' Accounts during the Plan

Year, which may include any day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, or any stock exchange used by such agent, are open for business.

1.54 "Vested" means the nonforfeitable portion of any Account maintained on behalf of a Participant.

1.55 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, and during which an Employee has completed at least 1,000 Hours of Service (unless a different number of Hours of Service is specified in the Adoption Agreement).

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service (employment commencement date). Unless otherwise elected in the Service Crediting Method Section of the Adoption Agreement, the succeeding computation periods shall begin on the anniversary of the Employee's employment commencement date. However, unless otherwise elected in the Adoption Agreement, if one (1) Year of Service or less is required as a condition of eligibility, then the computation period after the initial computation period shall shift to the current Plan Year which includes the anniversary of the date on which the Employee first performed an Hour of Service, and subsequent computation periods shall be the Plan Year. If there is a shift to the Plan Year, an Employee who is credited with the number of Hours of Service to be credited with a Year of Service in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two (2) Years of Service for purposes of eligibility to participate.

If two (2) (or more) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) (or more) Years of Service for eligibility purposes upon completing two (2) or more consecutive Years of Service without an intervening 1-Year Break in Service.

For vesting purposes, and all other purposes not specifically addressed in this Section, the computation period shall be the period elected in the Service Crediting Method Section of the Adoption Agreement. If no election is made in the Service Crediting Method Section of the Adoption Agreement, then the computation period shall be the Plan Year.

In determining Years of Service for purposes of vesting under the Plan, Years of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

Years of Service and 1-Year Breaks in Service for eligibility purposes will be measured on the same eligibility computation period. Years of Service and 1-Year Breaks in Service for vesting purposes will be measured on the same vesting computation period.

Years of Service with any Affiliated Employer shall be recognized. Furthermore, Years of Service with any predecessor employer that maintained this Plan shall be recognized. Years of Service with any other employer shall be recognized as elected in the Adoption Agreement.

In the event the method of crediting service is amended from the elapsed time method to the Hour of Service method, an Employee will receive credit for Years of Service equal to:

- (a) The number of Years of Service equal to the number of 1-year Periods of Service credited to the Employee as of the date of the amendment; and
- (b) In the computation period which includes the date of the amendment, a number of Hours of Service (using the Hours of Service equivalency method, if any, elected in the Adoption Agreement) to any fractional part of a year credited to the Employee under this Section as of the date of the amendment.

ARTICLE II ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

(a) **Appointment of Trustee (or Insurer) and Administrator.** In addition to the general powers and responsibilities otherwise provided for in this Plan, the Employer shall be empowered to appoint and remove one or more Trustees (or Insurers) and Administrators from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. The Employer may appoint counsel, specialists, advisers, agents (including any nonfiduciary agent) and other persons as the Employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan. The Employer may compensate such agents or advisers from the assets of the Plan as fiduciary expenses (but not including any business (settlor) expenses of the Employer), to the extent not paid by the Employer.

(b) **Appointment of Investment Manager.** Unless prohibited by the terms of the Trust agreement, the Employer may appoint, at its option, one or more Investment Managers, investment advisers, or other agents to provide investment direction to the Trustee (or Insurer) with respect to any or all of the Plan assets. Such appointment shall be given by the Employer in writing in a form

acceptable to the Trustee (or Insurer) and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.

(c) **Indemnity.** To the extent permitted by the Code, and unless otherwise specified in a separate agreement, the Employer will indemnify and hold harmless the Administrator, officers, directors, shareholders, employees, and agents of the Employer; the Plan; the Trustees, Fiduciaries, Participants and Beneficiaries of the Plan, as well as their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as IRS plan disqualifications, and other sanctions or compliance fees) arising out of or relating to the Employer's noncompliance with any of the Plan's terms or requirements; any intentional or negligent act or omission the Employer commits with regard to the Plan; and any omission or provision of incorrect information with regard to the Plan which causes the Plan to fail to satisfy the requirements of a tax-qualified plan. This indemnity provision shall continue to apply to the Employer with respect to the period the entity was maintaining this Plan, even if the Employer ceases to maintain the Plan.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY

The Employer may appoint one or more Administrators. If the Employer does not appoint an Administrator, the Employer will be the Administrator. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written or electronic acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. Upon the resignation or removal of an Administrator, the Employer may designate in writing a successor to this position.

2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If more than one person is appointed as Administrator, then the responsibilities of each Administrator may be specified by the Employer and accepted in writing by each Administrator. If no such delegation is made by the Employer, then the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Employer and the Trustee (or Insurer) in writing of such action and specify the responsibilities of each Administrator. The Trustee (or Insurer) thereafter shall accept and rely upon any documents executed by the appropriate Administrator until such time as the Employer or the Administrators file with the Trustee (or Insurer) a written revocation of such designation.

2.4 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides in its discretion that the applicant is entitled to them. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done based upon uniform principles consistently applied and shall be consistent with the intent that the Plan continue to be deemed a qualified plan under the terms of Code §401(a). The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan and the powers necessary to carry out such duties as set forth under the terms of the Plan, including, but not limited to, the following:

- (a) the discretion to determine all questions relating to the eligibility of an Employee to participate or remain a Participant hereunder and to receive benefits under the Plan;
- (b) the authority to review and settle all claims against the Plan, including claims where the settlement amount cannot be calculated or is not calculated in accordance with the Plan's benefit formula. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (c) to compute, certify, and direct agents of the Plan respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;
- (d) to authorize and direct the Trustee (or Insurer) with respect to all discretionary or otherwise directed disbursements from the Trust Fund;
- (e) to maintain all necessary records for the administration of the Plan;
- (f) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan that are consistent with the terms hereof;

- (g) to determine the size and type of any Contract to be purchased from any Insurer, and to designate the Insurer from which such Contract shall be purchased;
- (h) to compute and certify to the Employer and to the Trustee (or Insurer) from time to time the sums of money necessary or desirable to be contributed to the Plan;
- (i) to consult with the Employer and agents of the Plan regarding the short and long-term liquidity needs of the Plan;
- (j) to assist Participants regarding their rights, benefits, or elections available under the Plan; and
- (k) to determine the validity of, and take appropriate action with respect to, any "qualified domestic relations order" received by it.

2.5 RECORDS AND REPORTS

The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by applicable law.

2.6 APPOINTMENT OF ADVISERS

The Administrator may appoint counsel, specialists, advisers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) and other persons as the Administrator deems necessary or desirable in connection with the administration of this Plan, including but not limited to agents and advisers to assist with the administration and management of the Plan, and thereby to provide, among such other duties as the Administrator may appoint, assistance with maintaining Plan records and the providing of investment information to the Plan's investment fiduciaries and, if applicable, to Plan Participants.

2.7 INFORMATION FROM EMPLOYER

The Employer shall supply full and timely information to the Administrator on all pertinent facts as the Administrator may require in order to perform its functions hereunder and the Administrator shall advise appropriate agents of the Plan of such of the foregoing facts as may be pertinent to the agent's duties with respect to the Plan. The Administrator may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Plan assets unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of their duties under the Plan, including, but not limited to, fees of accountants, counsel, Investment Managers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) appointed for the purpose of assisting the Administrator or Trustee (or Insurer) in carrying out the instructions of Participants as to the directed investment of their Accounts (if permitted) and other specialists and their agents and other costs of administering the Plan. If liquid assets of the Plan are insufficient to cover the fees of the Trustee (or Insurer) or the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the Trust Fund.

Expenses may be charged to Account. Unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account of an individual Participant a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee.

2.9 MAJORITY ACTIONS

Except where there has been an allocation and delegation of administrative authority pursuant to Section 2.3, if there is more than one Administrator, then they shall act by a majority of their number, but may authorize one or more of them to sign all papers on their behalf.

2.10 CLAIMS PROCEDURES

(a) Non-ERISA provisions. Sections 2.10(a) and (b) apply unless (1) the Administrator has adopted other Plan provisions or other claims procedures that override all or a portion of the provisions set forth in this Plan Section 2.10, or (2) the Employer has elected in the Adoption Agreement to apply all or some of Subsections (c) – (g) below (which are based on provisions of the Employee Retirement Security Act even though ERISA does not apply to this Plan).

Any person who believes that he or she is entitled to a benefit under the Plan shall file with the Administrator a written notice of claim for such benefit within 45 days of such right accruing or shall forever waive entitlement to such benefit. Within 120 days after its receipt of such written notice of claim, the Administrator shall either grant or deny such claim provided, however, any delay on the part of the

Administrator is arriving at a decision shall not adversely affect benefits payable under a granted claim. The Administrator may, however, implement claims procedures in addition to those provided in this Plan. The implementation of such procedures shall not be considered a Plan amendment that affects an Employer's reliance on this pre-approved plan.

The Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the persons reviewing a claim shall be based only on such evidence presented to or considered by such persons at the time they made the decision that is the subject of review.

(b) Plan Administrator discretion; court review. The Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the persons reviewing a claim shall be based only on such evidence presented to or considered by such persons at the time they made the decision that is the subject of review.

(c) Initial Claim. Claims for benefits under the Plan may be filed in writing with the Administrator. Written or electronic notice of the disposition of a claim shall be furnished to the claimant within ninety (90) days (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts) after the application is filed, or such period as is required by applicable law or Department of Labor regulation. Any electronic notification shall comply with the standards imposed by Department of Labor Regulation §2520.104b 1(c)(1)(i), (iii) and (iv) or any subsequent guidance. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the claimant can perfect the claim will be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claims review procedure.

(d) Claims review. Any Employee, Former Employee, or Beneficiary of either, who has been denied a benefit by a decision of the Administrator pursuant to Section 2.10 shall be entitled to request the Administrator to give further consideration to the claim by filing with the Administrator a written request. Such request, together with a written statement of the reasons why the claimant believes such claim should be allowed, shall be filed with the Administrator no later than sixty (60) days after receipt of the written notification provided for in this Section 2.10(c). A final decision as to the allowance of the claim shall be made by the Administrator within sixty (60) days (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts) of receipt of the appeal (unless there has been an extension of sixty (60) days (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts) due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period (45 days if the claim involves disability benefits and disability is not based on the Social Security Acts)). Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based. The communication may be written or electronic (provided the electronic communication complies with the standards imposed by Department of Labor Regulation §2520.104b 1(c)(1)(i), (iii) and (iv) or any subsequent guidance). Notwithstanding the preceding, to the extent any of the time periods specified in this Section are amended by law or Department of Labor regulation, then the time frames specified herein shall automatically be changed in accordance with such law or regulation.

(e) Deadline to file claim. To be considered timely under the Plan's claims procedures, a claim must be filed under Sections 2.10(c) or (d) above within one year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based. Knowledge of all facts that the Participant knew or reasonably should have known shall be imputed to the claimant for the purpose of applying this deadline.

(f) Exhaustion of administrative remedies. The exhaustion of the claims procedures is mandatory for resolving every claim and dispute arising under this Plan. As to such claims and disputes: (1) no claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan or under any other provision of law, whether or not statutory, until the claims procedures set forth in Subsections (a) and (b) above have been exhausted in their entirety; and (2) in any such legal action all explicit and all implicit determinations by the Administrator (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

(g) Deadline to file action. No legal action to recover Plan benefits or to enforce or clarify rights under the Plan or under any other provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to this Plan unless the legal action is commenced in the proper forum before the earlier of: (1) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or (2) six (6) months after the claimant has exhausted the claims procedure under this Plan. Knowledge of all facts that the Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for purposes of applying the previously specified periods.

**ARTICLE III
ELIGIBILITY**

3.1 CONDITIONS OF ELIGIBILITY

An Eligible Employee shall be eligible to participate hereunder on the date such Employee has satisfied the conditions of eligibility, if any, elected in the Adoption Agreement.

3.2 EFFECTIVE DATE OF PARTICIPATION

(a) **General rule.** An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 3.1 shall become a Participant effective as of the date elected in the Adoption Agreement.

(b) **Rehired Employee.** This Subsection only applies to the extent the Employer elects to apply the Break-in-Service rules in Appendix A to the Adoption Agreement. If the Break-in-Service rules do not apply, then a rehired Employee is treated as a new hire. If the Break-in-Service rules do apply, then if an Eligible Employee is not employed on the date determined pursuant to (a) above, but is reemployed before a 1-Year Break in Service has occurred, then such Eligible Employee shall become a Participant on the date of reemployment or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated employment. If such Employee incurs a 1-Year Break in Service, then eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

(c) **Recognition of predecessor service.** Unless specifically provided otherwise in the Adoption Agreement, an Eligible Employee who satisfies the Plan's eligibility requirement conditions by reason of recognition of service with a predecessor employer will become a Participant as of the day the Plan credits service with a predecessor employer or, if later, the date the Employee would have otherwise entered the Plan had the service with the predecessor employer been service with the Employer.

(d) **Noneligible to eligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

(e) **Eligible to noneligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee. However, if such Employee incurs a 1-Year Break in Service, eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5 (if applicable to the Plan).

3.3 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan.

3.4 TERMINATION OF ELIGIBILITY

In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Participant shall continue to vest in the Plan for each Year of Service (or Period of Service, if the elapsed time method is used) completed while an ineligible Employee, until such time as the Participant's Account is forfeited or distributed pursuant to the terms of the Plan. Additionally, the Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund in the same manner as Participants.

3.5 REHIRED EMPLOYEES AND 1-YEAR BREAKS IN SERVICE

(a) **Application of Break-in Service rules.** The Break-in-Service rules set forth in this Section only apply if the Employer elects to apply the Break-in-Service rules in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). If the Employer does not elect to apply the Break-in-Service rules, then rehired Employees are treated as new hires.

(b) **Rehired Participant/immediate re-entry.** If any Former Employee who had been a Participant is reemployed by the Employer, then the Employee shall become a Participant as of the reemployment date, unless the Employee is not an Eligible Employee or unless the Employee does not satisfy the eligibility conditions taking into account prior service to the extent such prior service is not disregarded pursuant to Section 3.5(e) below. If such prior service is disregarded, then the rehired Eligible Employee shall be treated as a new hire.

(c) **Rehired Eligible Employee who satisfied eligibility.** If any Eligible Employee had satisfied the Plan's eligibility requirements but, due to a severance of employment, did not become a Participant, then such Eligible Employee shall become a Participant as of the later of (1) the entry date on which he or she would have entered the Plan had there been no severance of

employment, or (2) the date of his or her re-employment. Notwithstanding the preceding, if the rehired Eligible Employee's prior service is disregarded pursuant to Section 3.5(e) below, then the rehired Eligible Employee shall be treated as a new hire.

(d) **Rehired Eligible Employee who had not satisfied eligibility.** If any Eligible Employee who had not satisfied the Plan's eligibility requirements is rehired after severance from employment, then such Eligible Employee shall become a Participant in the Plan in accordance with the eligibility requirements set forth in the Adoption Agreement and the Plan. However, in applying any shift in an eligibility computation period, the Eligible Employee is not treated as a new hire unless prior service is disregarded in accordance with Section 3.5(e) below.

(e) **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions).** If the Employer elects in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to apply the "rule of parity" provisions, then if any Employee is reemployed after five (5) 1-Year Breaks in Service has occurred, Years of Service (or Periods of Service if the elapsed time method is being used) shall include Years of Service (or Periods of Service if the elapsed time method is being used) prior to the 5-Year Break in Service subject to the rules set forth below. The Employer may elect in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to make the provisions of this paragraph applicable for purposes of eligibility and/or vesting.

(1) In the case of a Former Employee who under the Plan does not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, Years of Service (or Periods of Service) before a period of 1-Year Breaks in Service will not be taken into account if the number of consecutive 1-Year Breaks in Service equals or exceeds the greater of (i) five (5) or (ii) the aggregate number of pre-break Years of Service (or Periods of Service). Such aggregate number of Years of Service (or Periods of Service) will not include any Years of Service (or Periods of Service) disregarded under the preceding sentence by reason of prior 1-Year Breaks in Service;

(2) A Former Employee who has not had Years of Service (or Periods of Service) before a 1-Year Break in Service disregarded pursuant to (1) above, shall participate in the Plan as of the date of reemployment, or if later, as of the date the Former Employee would otherwise enter the Plan pursuant to Sections 3.1 and 3.2 taking into account all service not disregarded.

(f) **Vesting after five (5) 1-Year Breaks in Service.** If the Employer elects in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to apply the Break-in-Service rules, then if f. a Participant incurs five (5) consecutive 1-Year Breaks in Service, the Vested portion of such Participant's Account attributable to pre-break service shall not be increased as a result of post-break service. In such case, separate accounts will be maintained as follows:

(1) one account for nonforfeitable benefits attributable to pre-break service; and

(2) one account representing the Participant's Employer-derived Account balance in the Plan attributable to post-break service.

(g) **Waiver of allocation or contribution conditions.** If the Employer elects in the Adoption Agreement to waive allocations or contributions due to retirement (early or normal retirement), then a Participant shall only be entitled to one such waiver. Accordingly, if a Participant retires and allocation or contribution conditions are waived, then the Plan will not waive the allocation or contribution conditions if the Participant is rehired and then retires again.

3.6 ELECTION NOT TO PARTICIPATE

An Employee may, subject to the approval of the Employer, elect voluntarily not to participate in any component of the Plan before the Employee first becomes eligible to participate in any qualified plan (subject to Code §401(a)), or any other plan or arrangement of the employer that is described in Code section 219(g)(5)(A) (whether or not terminated) maintained by the Employer. Such election must be made upon inception of the Plan or such other plan or arrangement or at any time prior to the time the Employee first becomes eligible to participate under any such plan maintained by the Employer. The election not to participate must be irrevocable and communicated to the Employer, in writing, within a reasonable period of time before the date the Employee would have otherwise entered the Plan. Notwithstanding anything in this Section to the contrary, if any prior Plan document of this Plan contained a provision permitting an Employee to make a revocable election not to participate and an Employee made such revocable election not to participate while that prior Plan document was in effect, then such Employee's waiver shall continue to be in effect.

3.7 OMISSION OF ELIGIBLE EMPLOYEE; INCLUSION OF INELIGIBLE EMPLOYEE

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the year has been made and allocated, or any person who should not have been included as a Participant in the Plan is erroneously included, then the Employer may take corrective actions consistent with, the IRS Employee Plans Compliance Resolution System (i.e., Rev. Proc. 2018-52, Rev. Proc. 2019-19, or any subsequent guidance).

**ARTICLE IV
CONTRIBUTION AND ALLOCATION**

4.1 FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

(a) **For a Money Purchase Plan.** All contributions made by the Employer will be made in cash. For each Plan Year, the Employer will contribute to the Plan the following:

- (1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions made by Participants; plus
- (2) On behalf of each Participant eligible to share in allocations, for each year of such Participant's participation in this Plan, the Employer will contribute the amount specified in the Adoption Agreement; plus
- (3) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution.

(b) **For a 401(a) Plan.** For each Plan Year, the Employer will (or may with respect to any discretionary contributions) contribute to the Plan:

- (1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions; plus
- (2) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution; plus
- (3) If elected in the Adoption Agreement, an Employer contribution equal to a specified contribution or a discretionary amount determined each year by the Employer.

(c) **Frozen Plans.** The Employer may designate that the Plan is a frozen Plan at the Contribution Types Section of the Adoption Agreement. As a frozen Plan, the Employer will not make any Employer contributions with respect to Compensation earned after the date the Plan is frozen. In addition, once a Plan is frozen, no additional Employees shall become Participants.

(d) **Union Employees.** Regardless of any provision in this Plan to the contrary, Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining shall be eligible to participate in this Plan to the extent of employment covered by such agreement provided the agreement provides for coverage in the Plan. The benefits, including but not limited to, contributions, allocations and vesting, under this Plan shall be those set forth in the Adoption Agreement. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service and Compensation in each respective category are treated separately for purposes of the Plan.

(e) **Social Security Replacement Plan.** The Employer may elect under the Adoption Agreement to indicate its intention to qualify this Plan as a Social Security Replacement Plan under Code §3121(b)(7)(F). If the Employer makes the election to qualify the Plan as a Social Security Replacement Plan, the Plan will allocate a minimum contribution amount (Employer and Employee Contributions) of seven and one-half percent (7.5%) of Compensation. The Plan will consider each Participant a member of a retirement system that provides benefits comparable to the benefits he or she would have received under Social Security. In the case of part-time, seasonal and temporary Employees, the benefit will be nonforfeitable.

4.2 TIME OF PAYMENT OF EMPLOYER'S CONTRIBUTION

Unless otherwise provided by contract or law, the Employer may make its contribution to the Plan for a particular Plan Year at such time as the Employer, in its sole discretion, determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate to the Administrator the Plan Year for which the Employer is making its contribution.

4.3 ALLOCATION OF CONTRIBUTION, FORFEITURES AND EARNINGS

(a) **Separate accounting.** The Administrator shall establish and maintain an Account in the name of each Participant to which the Administrator shall credit as of each Anniversary Date, or other Valuation Date, all amounts allocated to each such Participant as set forth herein.

(b) **Allocation of contributions.** The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution, if any, for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the Administrator shall allocate any contributions as follows:

(1) **Money Purchase Pension Plan.** For a Money Purchase Plan:

- (i) The Employer's contribution shall be allocated to each Participant's Account in the manner set forth in Section 4.1 herein and as specified in the Adoption Agreement.
- (ii) Notwithstanding the preceding provisions, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(2) **401(a) Plan.** For a 401(a) Plan (which is a profit sharing plan within the meaning of Code §401(a)):

- (i) The Employer's contribution shall be allocated to each Participant's Account in accordance with the allocation method that corresponds with the elections in the Adoption Agreement. The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the allocation shall be made in accordance with the elections in the Adoption Agreement.
- (ii) Notwithstanding the preceding provision, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(c) **Gains or losses.** Except as otherwise provided in Section 4.10 with respect to Participant Directed Accounts, as of each Valuation Date, before allocation of any Employer contributions and Forfeitures, any earnings or losses (net appreciation or net depreciation) of the Trust Fund (exclusive of assets segregated for distribution) shall be allocated in accordance with such rules and procedures that are established by the Administrator and that are applied in a uniform and nondiscriminatory manner based upon the investments of the Trust Fund and the Participants' accounts to which the net income is allocated. For purposes of this Section, the term "net income" means the net of any interest, dividends, unrealized appreciation and depreciation, capital gains and losses, and investment expenses of the Trust Fund determined on each Valuation Date. However, Participants' accounts which have been segregated for investment purposes (including any Participant Directed Accounts) will only have the net income earned thereon allocated thereto. Policy dividends or credits will be allocated to the Participant's Account for whose benefit the Policy is held.

Recapture account. The Administrator in its discretion may use a "Recapture Account" to pay non settlor Plan expenses and may allocate funds in the "Recapture Account" (or excess funds therein after payment of Plan expenses) as earnings or as otherwise permitted by applicable law. The Administrator will exercise its discretion in a reasonable, uniform and nondiscriminatory manner. A "Recapture Account" is an account designated to receive amounts which a Plan service provider receives in the form of 12b 1 fees, sub transfer agency fees, shareholder servicing fees or similar amounts (also known as "revenue sharing"), which are received by the service provider from a source other than the Plan and which the service provider may remit to the Plan.

Late trading and market timing settlement. In the event the Plan becomes entitled to a settlement from a mutual fund or other investment relating to late trading, market timing or other activities, the Administrator will allocate the settlement proceeds to Participants and Beneficiaries in accordance with Department of Labor Field Assistance Bulletin 2006-01 or other applicable law.

(d) **Contracts.** Participants' Accounts shall be debited for any insurance or annuity premiums paid, if any, and credited with any dividends or interest received on Contracts.

(e) **Forfeitures.** Forfeitures must be disposed of no later than the last day of the Plan Year following the Plan Year in which the Forfeiture occurs. The Employer may direct the Administrator to use Forfeitures to satisfy any contribution that may be required pursuant to Section 6.10 or to pay any Plan expenses. With respect to a Money Purchase Plan, any remaining Forfeitures will be disposed of in accordance with the elections in the Adoption Agreement. With respect to all other plans, the Employer must direct the Administrator to use any remaining Forfeitures in accordance with any combination of the following methods, including a different method based on the source of such Forfeitures. Forfeitures may be:

- (1) Added to any Employer discretionary contribution and allocated in the same manner
- (2) Used to reduce any Employer contribution
- (3) Added to any Employer matching contribution and allocated as an additional matching contribution
- (4) Allocated to all Participants in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year

If Forfeitures are allocated to Participants (rather than used to reduce Employer contributions) then the Employer must also direct the Administrator as to which Participants are eligible to share in such allocation.

(f) **Delay in processing transactions.** Notwithstanding anything in this Section to the contrary, all information necessary to properly reflect a given transaction may not be available until after the date specified herein for processing such transaction, in which case the transaction will be reflected when such information is received and processed. Subject to express limits that may be imposed under the Code, the processing of any contribution, distribution or other transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan.

4.4 MAXIMUM ANNUAL ADDITIONS

(a) **Calculation of "annual additions."**

(1) If a Participant does not participate in, and has never participated in another qualified plan maintained by the "employer," or a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer," or an individual medical benefit account (as defined in Code §415(l)(2)) maintained by the "employer," or a simplified employee pension (as defined in Code §408(k)) maintained by the "employer" which provides "annual additions," the amount of "annual additions" which may be credited to the Participant's Accounts for any Limitation Year shall not exceed the lesser of the "maximum permissible amount" or any other limitation contained in this Plan. If the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts would cause the "annual additions" for the Limitation Year to exceed the "maximum permissible amount," the amount contributed or allocated will be reduced so that the "annual additions" for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year, the Administrator shall determine the "maximum permissible amount" for each Participant for such Limitation Year on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) **"Annual additions" if a Participant is in more than one plan.**

(1) Except as provided in Subsection (c) below, this Subsection applies if, in addition to this Plan, a Participant is covered under another "employer" maintained qualified defined contribution plan, welfare benefit fund (as defined in Code §419(e)), individual medical benefit account (as defined in Code §415(l)(2)), or simplified employee pension (as defined in Code §408(k)), which provides "annual additions," during any Limitation Year. The "annual additions" which may be credited to a Participant's Accounts under this Plan for any such Limitation Year shall not exceed the "maximum permissible amount" reduced by the "annual additions" credited to a Participant's Accounts under the other plans and welfare benefit funds, individual medical benefit accounts, and simplified employee pensions for the same Limitation Year. If the "annual additions" with respect to the Participant under other defined contribution plans and welfare benefit funds maintained by the "employer" are less than the "maximum permissible amount" and the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts under this Plan would cause the "annual additions" for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the "annual additions" under all such plans and welfare benefit funds for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants. If the "annual additions" with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical benefit accounts and simplified employee pensions in the aggregate are equal to or greater than the "maximum permissible amount," no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year, the Administrator shall determine the "maximum permissible amount" for each Participant for such Limitation Year on the basis of the Participant's actual 415 Compensation for the Limitation Year.

(4) If, pursuant to Section 4.4(b)(2), a Participant's "annual additions" under this Plan and such other plans would result in an "excess amount" for a Limitation Year, the "excess amount" will be deemed to consist of the "annual additions" last allocated, except that "annual additions" attributable to a simplified employee pension will be deemed to have been allocated first,

followed by "annual additions" to a welfare benefit fund or individual medical benefit account, and then by "annual additions" to a plan subject to Code §412, regardless of the actual allocation date.

(5) If an "excess amount" was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the "excess amount" attributed to this Plan will be the product of:

- (i) the total "excess amount" allocated as of such date, times
- (ii) the ratio of (A) the "annual additions" allocated to the Participant for the Limitation Year as of such date under this Plan to (B) the total "annual additions" allocated to the Participant for the Limitation Year as of such date under this and all the other qualified defined contribution plans.

(c) **Coverage under another plan.** If the Participant is covered under another qualified defined contribution plan maintained by the "employer," "annual additions" which may be credited to the Participant's Accounts under this Plan for any Limitation Year will be limited in accordance with Section 4.4(b), unless the "employer" provides other limitations in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

(d) **Time when "annual additions" credited.** An "annual addition" is credited to the Account of a Participant for a particular Limitation Year if it is allocated to the Participant's Account under the Plan as of any date within that Limitation Year. However, an amount is not deemed allocated as of any date within a Limitation Year if such allocation is dependent upon participation in the Plan as of any date subsequent to such date.

For purposes of this subparagraph, "employer" contributions are treated as credited to a Participant's Account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or Fiscal Year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(e) **Definitions.** For purposes of this Section, the following terms shall be defined as follows:

(1) **"Annual additions"** means the sum credited to a Participant's Accounts for any Limitation Year of (a) "employer" contributions, (b) Employee contributions (except as provided below), (c) Forfeitures, (d) amounts allocated to an individual medical benefit account, as defined in Code §415(l)(2), which is part of a pension or annuity plan maintained by the "employer," (e) amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer" and (f) allocations under a simplified employee pension. Except, however, the Compensation percentage limitation referred to in paragraph (e)(5)(ii) below shall not apply to: (1) any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service which is otherwise treated as an "annual addition," or (2) any amount otherwise treated as an "annual addition" under Code §415(l)(1).

(i) **Restorative payments.** "Annual additions" for purposes of Code §415 and this Section shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered "annual additions."

(ii) **Other amounts.** "Annual additions" for purposes of Code §415 and this Section shall not include: (A) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (B) Rollover contributions (as described in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (C) Repayments of loans made to a Participant from the Plan; and (D) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) **"Defined contribution dollar limitation"** means \$56,000 (or the amount as adjusted under Code §415(d)).

(3) **"Employer"** means, for purposes of this Section, the Employer that adopts this Plan and all Affiliated Employers.

(4) **"Excess amount"** means the excess of the Participant's "annual additions" for the Limitation Year over the "maximum permissible amount."

(5) **"Maximum permissible amount"** means, except to the extent permitted under this Plan and Code §414(v), the maximum "annual addition" that may be contributed or allocated to a Participant's Accounts under the Plan for any Limitation Year, which shall not exceed the lesser of:

- (i) the "defined contribution dollar limitation," or
- (ii) one hundred percent (100%) of the Participant's 415 Compensation for the Limitation Year.

The 415 Compensation Limitation referred to in (ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §§401(h) or 419A(f)(2)) which is otherwise treated as an "annual addition."

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the "maximum permissible amount" will not exceed the "defined contribution dollar limitation" multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is twelve (12).

(f) **Special rules.**

(1) **Aggregation of plans.** For purposes of applying the limitations of Code §415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the "employer" (or a "predecessor employer") under which the Participant receives "annual additions" (including voluntary employee contribution accounts in a defined benefit plan, mandatory contributions to a defined benefit plan, individual medical benefit accounts under §401(h), key employee accounts under a welfare benefit plan described in §419, and simplified employee pensions under §408(k)) of the employer or a predecessor employer, whether or not terminated, will be treated as one defined contribution plan for purposes of the limitations under § 415(c). Where the employer is a member of a controlled group of corporations or commonly controlled trades or businesses, or a member of an affiliated service group, within the meaning of §§414(b), (c) or (m) and §415(g) and (h), the plan must provide that all such employers are treated as a single employer for purposes of the Plan's application of the §415 limitations. Notwithstanding the preceding, multiemployer plans are not aggregated with other multiemployer plans for purposes of §415. For purposes of this Section:

- (i) A former "employer" is a "predecessor employer" with respect to a participant in a plan maintained by an "employer" if the "employer" maintains a plan under which the participant had accrued a benefit while performing services for the former "employer", but only if that benefit is provided under the plan maintained by the "employer". For this purpose, the "formerly affiliated plan" rules in Regulation §1.415(f)-1(b)(2) apply as if the "employer" and "predecessor employer" constituted a single employer under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately prior to the "cessation of affiliation" (and as if they constituted two, unrelated employers under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately after the "cessation of affiliation") and "cessation of affiliation" was the event that gives rise to the "predecessor employer" relationship, such as a transfer of benefits or plan sponsorship.
- (ii) With respect to an "employer" of a Participant, a former entity that antedates the "employer" is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the "employer" constitutes a continuation of all or a portion of the trade or business of the former entity.

(2) **Break-up of an affiliated employer or an affiliated service group.** For purposes of aggregating plans for Code §415, a "formerly affiliated plan" of an "employer" is taken into account for purposes of applying the Code §415 limitations to the "employer," but the "formerly affiliated plan" is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an "employer" is a plan that, immediately prior to the "cessation of affiliation," was actually maintained by one or more of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)), and immediately after the "cessation of affiliation," is not actually maintained by any of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single "employer" under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the "employer" under the employer affiliation rules of Regulation §1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(3) **Mid-year aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Code §415(f) and the Regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code §415 with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no "annual additions" are credited to the Participant's Account after the date on which the plans are required to be aggregated.

4.5 ADJUSTMENT FOR EXCESS ANNUAL ADDITIONS

Notwithstanding any provision of the Plan to the contrary, if the "annual additions" (as defined in Section 4.4) are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2018-52, Rev. Proc. 2019-19, or any superseding guidance.

4.6 ROLLOVERS

(a) **Acceptance of "rollovers" into the Plan.** If elected in the Adoption Agreement and with the consent of the Administrator, the Plan may accept a "rollover," provided the "rollover" will not jeopardize the tax-exempt status of the Plan or create adverse tax consequences for the Employer. The amounts rolled over shall be separately accounted for in a "Participant's Rollover Account." A Participant's Rollover Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees. In addition, for purposes of this Section the term Participant shall also include Former Employees elected in the Adoption Agreement. Regardless of whether new loans are permitted, if the Plan permits rollovers, the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers of loans into this Plan if the terms of such loans meet the requirements of being definite, have a reasonable rate of interest, and/or have a definite repayment period (e.g., an asset purchase acquisition whereby the Employer may choose to accept the rollover of Participant loans from a prior employer in a uniform and nondiscriminatory manner).

(b) **Treatment of "rollovers" under the Plan.** Amounts in a Participant's Rollover Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (c) below. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan.

(c) **Distribution of "rollovers."** At such time as the conditions set forth in the Adoption Agreement have been satisfied, the Administrator, at the election of the Participant, shall direct the distribution of up to the entire amount credited to the Rollover Account maintained on behalf of such Participant. Any distribution of amounts held in a Participant's Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, unless otherwise elected in the Adoption Agreement, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **"Rollovers" maintained in a separate account.** The Administrator may direct that "rollovers" made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

(e) **Limits on accepting "rollovers."** Prior to accepting any "rollovers" to which this Section applies, the Administrator may require the Employee to establish (by providing opinion of counsel or otherwise) that the amounts to be rolled over to this Plan meet the requirements of this Section. The Employer may instruct the Administrator, operationally, to limit the source of "rollover" contributions that may be accepted by the Plan.

(f) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) A "rollover" means: (i) amounts transferred to this Plan directly from another "eligible retirement plan;" (ii) distributions received by an Employee from other "eligible retirement plans" which are eligible for tax-free rollover to an "eligible retirement plan" and which are transferred by the Employee to this Plan within sixty (60) days following receipt thereof; and (iii) any other amounts which are eligible to be rolled over to this Plan pursuant to the Code or any other federally enacted legislation.

(2) An "eligible retirement plan" means an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b) (other than an endowment contract), a qualified trust (an employees' trust described in Code §401(a) which is exempt from tax under Code §501(a)), an annuity plan described in Code §403(a), an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible employer described in Code §457(e)(1)(A), and an annuity contract described in Code §403(b).

(g) **Pre-Participation Rollovers.** If an Eligible Employee makes a Rollover Contribution to the Plan prior to satisfying the Plan's eligibility conditions or prior to reaching his or her Entry Date, then the Administrator will treat the Employee as a limited Participant (as described in Rev. Rul. 96 48). A limited Participant does not share in the Plan's allocation of Employer Contributions nor Forfeitures until the Employee actually becomes a Participant in the Plan.

4.7 PLAN-TO-PLAN TRANSFERS FROM QUALIFIED PLANS

(a) **Transfers into this Plan.** With the consent of the Administrator, amounts may be transferred (within the meaning of Code §414(l)) to this Plan from other tax qualified plans under Code §401(a), provided the plan from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax-exempt status of the Plan or Trust or create adverse tax consequences for the Employer. Prior to accepting any transfers to which this Section applies, the Administrator may require an opinion of counsel that the amounts to be transferred meet the requirements of this Section. The amounts transferred shall be set up in a separate account herein referred to as a "Participant's Transfer Account." Furthermore, for vesting purposes, the Participant's Transfer Account may be treated as a separate "Participant's Account."

(b) **Accounting of transfers.** Amounts in a Participant's Transfer Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (d) below, provided the restrictions of Subsection (c) below and Section 6.16 are satisfied. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination.

(c) **Distribution of plan-to-plan transfer amounts.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary shall be entitled to receive benefits, the Participant's Transfer Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary. Any distribution of amounts held in a Participant's Transfer Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **Segregation.** The Administrator may direct that Employee transfers made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

(e) **Pre-Participation Transfers.** The Administrator has the discretion to accept a Transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions or prior to reaching the Entry Date in a uniform and nondiscretionary manner. If the Plan accepts such a direct transfer of plan assets, then the Administrator will treat the Employee as a limited Participant pursuant to Section 4.6(g).

4.8 MANDATORY EMPLOYEE CONTRIBUTIONS

(a) **Mandatory Employee contributions.** An Employer may elect in the Adoption Agreement to provide for mandatory Employee contributions. If the Employer elects to provide for such contributions, each Participant, will make a mandatory Employee contribution in the amount elected in the Adoption Agreement. Alternatively, the Employer may elect to provide a range of mandatory Employee contribution percentages from which the Participant may choose to contribute. Under this option, the Employee, if required as a condition of employment, must make an irrevocable election to contribute a percentage of his or her Compensation no later than his or her effective date of participation. If not required as a condition of employment, such mandatory Employee contribution election shall be made prior to participation in the Plan. During the period of the Participant's participation in the Plan, the Participant may not revoke the election and receive cash in lieu of the contribution, nor may the Participant change the amount of the mandatory Employee contribution. Amounts attributable to mandatory Employee contributions shall be fully Vested.

(b) **Employer pick-up contribution.** Unless otherwise elected in the Adoption Agreement, the Employer will "pick-up" the mandatory Employee contributions and will pay the mandatory Employee contributions to the Plan as an Employer contribution. This provision is effective only after the Employer provides for the treatment of the mandatory Employee contributions as described in this paragraph, through a person authorized to take such action, and evidenced in writing by minutes of a meeting, resolution, ordinance, or other formal action by the Employer, which will effectuate the "pick-up" provision. Furthermore, as of the date of the "pick-up," Participants are not permitted to opt-out of the "pick-up" or to receive the mandatory Employee contributions directly instead of having them paid to the Plan. Mandatory Employee contributions that are "picked-up" by the Employer are excludible from the Employee's gross income.

4.9 AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS

(a) **After-tax voluntary Employee contributions.** If elected in the Adoption Agreement, each Participant may, in accordance with procedures established by the Administrator, elect to make after-tax voluntary Employee contributions to this Plan. Such contributions must generally be paid to the Trustee (or Insurer) within a reasonable period of time after being received by the Employer. An after-tax voluntary Employee contribution is any contribution made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is separately accounted for under the Plan.

(b) **Full vesting.** The balance in each Participant's Voluntary Contribution Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(c) **Distribution at any time.** A Participant may elect at any time to withdraw after-tax voluntary Employee contributions from such Participant's Voluntary Contribution Account and the actual earnings thereon in a manner which is consistent with and satisfies the provisions of Section 6.5. If the Administrator maintains sub-accounts with respect to after-tax voluntary Employee contributions (and earnings thereon) which were made on or before a specified date, a Participant shall be permitted to designate which sub-account shall be the source for the withdrawal. Forfeitures of Employer contributions shall not occur solely as a result of an Employee's withdrawal of after-tax voluntary Employee contributions.

(d) **Used to provide benefits.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary is entitled to receive benefits, the Participant's Voluntary Contribution Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary.

4.10 PARTICIPANT DIRECTED INVESTMENTS

(a) **Directed investment options allowed.** If permitted by the Administrator and the terms of the Trust, Participants may direct the Trustee (or Insurer) as to the investment of all or a portion of their individual Account balances in accordance with the Plan's procedures. Participants may direct the Trustee (or Insurer), in writing (or in such other form which is acceptable to the Trustee (or Insurer)), to invest their accounts in specific assets, specific funds or other investments permitted under the Plan and the Participant Direction Procedures. That portion of the Account of any Participant that is subject to investment direction of such Participant will be considered a Participant Directed Account.

(b) **Establishment of Participant Direction Procedures.** The Administrator will establish Participant Direction Procedures, to be applied in a uniform manner, setting forth the permissible investment options under this Section, how often changes between investments may be made, and any other limitations and provisions that the Administrator may impose on a Participant's right to direct investments.

(c) **Administrative discretion.** The Administrator may, in its discretion, include or exclude by amendment or other action from the Participant Direction Procedures such instructions, guidelines or policies as it deems necessary or appropriate to ensure proper administration of the Plan, and may interpret the same accordingly.

(d) **Allocation of gains or losses.** As of each Valuation Date, all Participant Directed Accounts shall be charged or credited with the net earnings, gains, losses and expenses as well as any appreciation or depreciation in the market value using publicly listed fair market values when available or appropriate as follows:

(1) to the extent the assets in a Participant Directed Account are accounted for as pooled assets or investments, the allocation of earnings, gains and losses of each Participant's Account shall be based upon the total amount of funds so invested in a manner proportionate to the Participant's share of such pooled investment; and

(2) to the extent the assets in a Participant Directed Account are accounted for as segregated assets, the allocation of earnings, gains on and losses from such assets shall be made on a separate and distinct basis.

(e) **Plan will follow investment directions.** Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. No guarantee is made by the Plan, Employer, Administrator or Trustee (or Insurer) that investment directions will be processed on a daily basis, and no guarantee is made in any respect regarding the processing time of an investment direction. Notwithstanding any other provision of the Plan, the Employer, Administrator or Discretionary Trustee (or Insurer) reserves the right to not value an investment option on any given Valuation Date for any reason deemed appropriate by the Employer, Administrator or Discretionary Trustee (or Insurer). Furthermore, the processing of any investment transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider) or force majeure. The processing date of a transaction will be binding for all purposes of the Plan and considered the applicable Valuation Date for an investment transaction.

(f) **Other documents required by directed investments.** Any information regarding investments available under the Plan, to the extent not required to be described in the Participant Direction Procedures, may be provided to Participants in one or more documents (or in any other form, including, but not limited to, electronic media) which are separate from the Participant Direction Procedures and are not thereby incorporated by reference into this Plan.

4.11 QUALIFIED MILITARY SERVICE

(a) **USERRA.** Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code §414(u). Furthermore, loan repayments may be suspended under this Plan as permitted under Code §414(u)(4).

(b) **Benefit accrual.** If the Employer elects in the Adoption Agreement to apply this Subsection, then effective as of the date specified in the Adoption Agreement, for benefit accrual purposes, the Plan treats an individual who becomes Totally and Permanently disabled while performing "qualified military service" (as defined in Code §414(u)) with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), on the day preceding Total and Permanent Disability and terminated employment on the actual date of death or Total and Permanent Disability.

The Plan will determine the amount of after-tax voluntary Employee contributions of an individual treated as reemployed under this Section for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual after-tax voluntary Employee contributions for the lesser of: (1) the 12-month period of service with the Employer immediately prior to "qualified military service" (as defined in Code §414(u)); or (2) the actual length of continuous service with the Employer.

(c) **Death benefits.** If a Participant dies while performing "qualified military service" (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of "qualified military service" but including vesting credit for such period and any other ancillary life insurance or other survivor benefits) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's "qualified military service" as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

(d) **Military Differential Pay.** The following applies with respect to Military Differential Pay: (1) an individual receiving Military Differential Pay is treated as an Employee of the Employer making the payment; (2) the Military Differential Pay is treated as 415 Compensation (and Compensation unless otherwise elected in the Adoption Agreement); and (3) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding Plan provisions) by reason of any contribution or benefit which is based on the Military Differential Pay. The Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any matching contributions, attributable to Military Differential Pay.

(e) **Deemed Severance.** Notwithstanding Subsection (b)(1) above, if elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), a Participant who performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than thirty (30) days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not attributable to Employer contributions to a money purchase pension plan. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an after-tax voluntary Employee contribution during the six (6) month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the six (6) month suspension will not apply.

4.12 INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS

For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

Solely for purposes of this Section, a matching contribution is to be considered as being a "Flexible Discretionary Match" contribution unless the Employer has provided a definitely determinable allocation formula for the matching contribution on the Adoption Agreement. In order to be definitely determinable, then the components of the allocation formula described in the preceding sentence must be specified on the Adoption Agreement and cannot themselves be discretionary. Thus, regardless of whether the contribution formula for the matching contribution is fixed or discretionary, the provisions of the preceding paragraph apply unless the amount to be allocated to the Participant for the Plan Year can be determined without any discretion on the part of the Employer.

ARTICLE V VALUATIONS

5.1 VALUATION OF THE TRUST FUND

The Administrator shall direct the Trustee (or Insurer), as of each Valuation Date, to determine the net worth of the assets comprising the Trust Fund as it exists on the Valuation Date. In determining such net worth, the Trustee (or Insurer) shall value the assets comprising the Trust Fund at their fair market value as of the Valuation Date and may deduct all expenses for which the Trustee (or Insurer) has not yet been paid by the Employer or the Trust Fund. The Trustee (or Insurer), when determining the net worth of the assets, may update the value of any shares held in a Participant Directed Account by reference to the number of shares held on behalf of the Participant, priced at the market value as of the Valuation Date.

5.2 METHOD OF VALUATION

Except as otherwise provided in the Trust agreement, in determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Administrator shall direct the Trustee (or Insurer) to value the same at the prices they were last traded on such exchange preceding the close of business on the Valuation Date. If such securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities shall be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the Valuation Date, which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee, the Administrator (if the Trustee is a directed Trustee), or Insurer may appraise such assets itself (assuming it has the appropriate expertise), or in its discretion, employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

ARTICLE VI DETERMINATION AND DISTRIBUTION OF BENEFITS

6.1 DETERMINATION OF BENEFITS UPON RETIREMENT

Every Participant may terminate employment with the Employer and retire for purposes hereof on the Participant's Normal Retirement Date or Early Retirement Date. However, a Participant may postpone the severance of employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 4.3, shall continue until such Participant's Retirement Date. Upon a Participant's Retirement Date, or if elected in the Adoption Agreement, the attainment of Normal Retirement Date without severance of employment with the Employer (subject to Section 6.11), or as soon thereafter as is practicable, the Administrator shall direct the distribution, at the election of the Participant (unless a distribution is mandatory under the other terms of the Plan), of the Participant's entire Vested interest in the Plan in accordance with Section 6.5.

6.2 DETERMINATION OF BENEFITS UPON DEATH

(a) **100% vesting on death.** Upon the death of a Participant before the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. The Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of the deceased Participant's Vested accounts to the Participant's Beneficiary.

(b) **Distribution upon death.** Upon the death of a Participant, the Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of any remaining Vested amounts credited to the accounts of such deceased Participant to such Participant's Beneficiary.

(c) **Determination of death benefit by Administrator.** The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive.

(d) **Beneficiary designation.** Each Participant must designate a Beneficiary on a form and in such manner as provided by the Administrator.

(e) **Spousal consent to alternative Beneficiary.** This Subsection applies if the Employer has elected in the Adoption Agreement either to apply the Joint and Survivor Annuity rules or to provide that a Participant's Spouse is the Beneficiary unless the Spouse consents to an alternative Beneficiary. Unless otherwise elected in the manner prescribed in Section 6.6, the Beneficiary of the Pre-Retirement Survivor Annuity (or if applicable, the entire death benefit) shall be the Participant's surviving Spouse. Except, however, the Participant may designate a Beneficiary other than the Spouse if:

- (1) the Participant and the Participant's Spouse have validly waived the Pre-Retirement Survivor Annuity in the manner prescribed in Section 6.6, and the Spouse has waived the right to be the Participant's Beneficiary,

- (2) the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no "qualified domestic relations order" as defined in Code §414(p) which provides otherwise),
- (3) the Participant has no Spouse, or
- (4) the Spouse cannot be located.

In such event, the designation of a Beneficiary shall be made on a form satisfactory to the Administrator. A Participant may at any time revoke a designation of a Beneficiary or change a Beneficiary by filing written (or in such other form as permitted by the IRS) notice of such revocation or change with the Administrator. However, the Participant's Spouse must again consent in writing (or in such other form as permitted by the IRS) to any change in Beneficiary unless the original consent acknowledged that the Spouse had the right to limit consent only to a specific Beneficiary and that the Spouse voluntarily elected to relinquish such right.

(f) **Beneficiary if no Beneficiary elected by Participant.** In the event no valid designation of Beneficiary exists, or if the Beneficiary with respect to a portion of a Participant's death benefit is not alive at the time of the Participant's death and no contingent Beneficiary has been designated, then such portion of the death benefit will be paid in the following order of priority, unless the Employer specifies a different order of priority in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), to:

- (1) The Participant's surviving Spouse;
- (2) The Participant's issue, per stirpes;
- (3) The Participant's surviving parents, in equal shares; or
- (4) The Participant's estate.

If the Beneficiary does not predecease the Participant, but dies prior to distribution of the death benefit, the death benefit will be paid to the Beneficiary's "designated Beneficiary" (or if there is no "designated Beneficiary," to the Beneficiary's estate). For purposes of these provisions, and with respect to any Beneficiary designations, adopted children shall be treated as children.

(g) **Divorce revokes spousal Beneficiary designation.** Notwithstanding anything in this Section to the contrary, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) or prohibited by applicable State law, if a Participant has designated the Spouse as a Beneficiary, then a divorce decree that relates to such Spouse shall revoke the Participant's designation of the Spouse as a Beneficiary unless the decree or a "qualified domestic relations order" (within the meaning of Code §414(p)) provides otherwise or a subsequent Beneficiary designation is made.

(h) **Insured death benefit.** If the Plan provides an insured death benefit and a Participant dies before any insurance coverage to which the Participant is entitled under the Plan is effected, the death benefit from such insurance coverage shall be limited to the premium which was or otherwise would have been used for such purpose.

(i) **Plan terms control.** In the event of any conflict between the terms of this Plan and the terms of any Contract issued hereunder, the Plan provisions shall control.

6.3 DETERMINATION OF BENEFITS IN EVENT OF DISABILITY

In the event of a Participant's Total and Permanent Disability prior to the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. In the event of a Participant's Total and Permanent Disability, the Participant's entire Vested interest in the Plan will be distributable and may be distributed in accordance with the provisions of Sections 6.5 and 6.7.

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) **Payment on severance of employment.** If a Participant's employment with the Employer and any Affiliated Employer is severed for any reason other than death, Total and Permanent Disability, or attainment of the Participant's Retirement Date, then such Participant shall be entitled to such benefits as are provided herein.

Distribution of the funds due to a Terminated Participant shall be made on the occurrence of an event which would result in the distribution had the Terminated Participant remained in the employ of the Employer (upon the Participant's death, Total and Permanent Disability, Early or Normal Retirement). However, at the election of the Participant, the Administrator shall direct that the entire Vested portion of the Terminated Participant's Combined Account be payable to such Terminated Participant provided the

conditions, if any, set forth in the Adoption Agreement have been satisfied. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

Regardless of whether distributions in kind are permitted, in the event the amount of the Vested portion of the Terminated Participant's Combined Account equals or exceeds the fair market value of any insurance Contracts, the Administrator may direct the Trustee (or Insurer), when agreed to by the Terminated Participant, to assign, transfer, and set over to such Terminated Participant all Contracts on such Terminated Participant's life in such form or with such endorsements, so that the settlement options and forms of payment are consistent with the provisions of Section 6.5. In the event that the Terminated Participant's Vested portion does not at least equal the fair market value of the Contracts, if any, the Terminated Participant may pay over to the Trustee (or Insurer) the sum needed to make the distribution equal to the value of the Contracts being assigned or transferred, or the Trustee (or Insurer), pursuant to the Participant's election, may borrow the cash value of the Contracts from the Insurer so that the value of the Contracts is equal to the Vested portion of the Terminated Participant's Combined Account and then assign the Contracts to the Terminated Participant.

Notwithstanding the above, unless otherwise elected in the Adoption Agreement, if the value of a Terminated Participant's Vested benefit derived from Employer and Employee contributions does not exceed \$5,000 (or such lower amount as elected in the Adoption Agreement), the Administrator shall direct that the entire Vested benefit be paid to such Participant in a single lump-sum as soon as practical without regard to the consent of the Participant, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. A Participant's Vested benefit shall not include (1) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B) and (2) if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account. If a mandatory distribution is made pursuant to this paragraph and such distribution is greater than \$1,000 and the Participant does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the Participant in a "direct rollover" in accordance with Section 6.14 or to receive the distribution directly, then the Administrator shall transfer such amount to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) designated by the Administrator. However, if the Participant elects to receive or make a "direct rollover" of such amount, then the Administrator shall direct the Trustee (or Insurer) to cause the entire Vested benefit to be paid to such Participant in a single lump sum, or make a "direct rollover" pursuant to Section 6.14, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. The Administrator may establish a procedure as to whether a Participant who fails to make an affirmative election with respect to a mandatory distribution of \$1,000 or less is treated as having made or not made a "direct rollover" election. For purposes of determining whether the \$1,000 threshold set forth in this paragraph is met, the mandatory distribution includes amounts in a Participant's Rollover Account. For purposes of determining whether the \$5,000 threshold in this paragraph is met, a Participant's Rollover Account is taken into account unless otherwise elected in the Adoption Agreement.

(b) **Vesting schedule.** The Vested portion of any Participant's Account shall be a percentage of such Participant's Account determined on the basis of the Participant's number of Years of Service (or Periods of Service if the elapsed time method is elected) according to the vesting schedule specified in the Adoption Agreement. However, a Participant's entire interest in the Plan shall be non-forfeitable upon the Participant's Normal Retirement Age (if the Participant is employed by the Employer on or after such date). In addition, Employee contributions (voluntary and mandatory) and contributions for sick leave/vacation leave conversions shall be fully Vested.

6.5 DISTRIBUTION OF BENEFITS

(a) **Forms of distributions.** Subject to the Joint and Survivor Annuity requirements in Subsection (e) below (if the Employer elects to apply such provisions), the Administrator, pursuant to the election of the Participant, shall direct the distribution to a Participant or Beneficiary any amount to which the Participant or Beneficiary is entitled under the Plan in one or more of the following methods which are permitted pursuant to the Adoption Agreement.

- (1) One lump-sum payment in cash or in property, provided that if a distribution of property is permitted, it shall be limited to property that is specifically allocated and identifiable with respect to such Participant.
- (2) Partial withdrawals.
- (3) Payments over a period certain in monthly, quarterly, semi-annual, or annual cash installments. The period over which such payment is to be made shall not extend beyond the earlier of the Participant's life expectancy (or the joint life expectancy of the Participant and the Participant's designated Beneficiary). Once payments have begun, a Participant may elect to accelerate the payments (reduce the term and increase payments).
- (4) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and the Participant's designated Beneficiary).

(b) **Consent to distributions.** Benefits may not be paid without a Participant's consent if the value of the Participant's Accounts exceed the dollar threshold specified in the Adoption Agreement. If the value of the Participant's Accounts does not exceed such

threshold, then the Administrator may only distribute such benefit in a lump-sum. For purposes of this Subsection, the Participant's Accounts shall not include, if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity Contract, shall be made in accordance with the requirements of Section 6.8.

(d) **Annuity Contracts.** All annuity Contracts under this Plan shall be non-transferable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or Spouse shall comply with all of the requirements of this Plan.

(e) **Qualified Joint and Survivor Annuity.**

(1) The provisions of this Subsection (e) apply if the Employer elects to apply the Joint and Survivor Annuity rules in the Adoption Agreement. A Participant who is married on the Annuity Starting Date and who does not die before the Annuity Starting Date shall receive the value of all Plan benefits in the form of a Joint and Survivor Annuity. The Joint and Survivor Annuity is an annuity that commences immediately and shall be equal in value to a single life annuity. Such joint and survivor benefits following the Participant's death shall continue to the Spouse during the Spouse's lifetime at a rate equal to either fifty percent (50%), seventy-five percent (75%) (or, sixty-six and two-thirds percent (66 2/3%) if the Insurer used to provide the annuity does not offer a joint and seventy-five percent (75%) survivor annuity), or one hundred percent (100%) of the rate at which such benefits were payable to the Participant. Unless otherwise elected in the Adoption Agreement, a joint and fifty percent (50%) survivor annuity shall be considered the designated qualified Joint and Survivor Annuity and the normal form of payment for the purposes of this Plan. However, the Participant may, without spousal consent, elect an alternative Joint and Survivor Annuity, which alternative shall be equal in value to the designated qualified Joint and Survivor Annuity. An unmarried Participant shall receive the value of such Participant's benefit in the form of a life annuity. Such unmarried Participant, however, may elect to waive the life annuity. The election must comply with the provisions of this Section as if it were an election to waive the Joint and Survivor Annuity by a married Participant, but without fulfilling the spousal consent requirement. The Participant may elect to have any annuity provided for in this Section distributed upon the attainment of the "earliest retirement age" under the Plan. The "earliest retirement age" is the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(2) Any election to waive the Joint and Survivor Annuity must be made by the Participant in writing (or in such other form as permitted by the IRS) during the election period and be consented to in writing (or in such other form as permitted by the IRS) by the Participant's Spouse. If the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if such guardian is the Participant, may give consent. Such election shall designate a Beneficiary (or a form of benefits) that may not be changed without spousal consent (unless the consent of the Spouse expressly permits designations by the Participant without the requirement of further consent by the Spouse). Such Spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances that may be prescribed by Regulations. The election made by the Participant and consented to by such Participant's Spouse may be revoked by the Participant in writing (or in such other form as permitted by the IRS) without the consent of the Spouse at any time during the election period. A revocation of a prior election shall cause the Participant's benefits to be distributed as a Joint and Survivor Annuity. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former Spouse's waiver shall not be binding on a new Spouse.

(3) The election period to waive the Joint and Survivor Annuity shall be the one-hundred eighty (180) day period ending on the Annuity Starting Date.

(4) For purposes of this Section and Section 6.6, Spouse or surviving Spouse means the Spouse or surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or surviving Spouse and a current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a "qualified domestic relations order" as described in Code §414(p).

(5) With regard to the election, except as otherwise provided herein, the Administrator shall, in accordance with Regulation §1.417(a)(3)-1, provide to the Participant no less than thirty (30) days and no more than one-hundred eighty (180) days before the Annuity Starting Date a written (or such other form as permitted by the IRS) explanation of:

- (i) the terms and conditions of the qualified Joint and Survivor Annuity and the "qualified optional survivor annuity" that is payable in lieu of the qualified Joint and Survivor Annuity,
- (ii) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity,

- (iii) the right of the Participant's Spouse to consent to any election to waive the Joint and Survivor Annuity, and
 - (iv) the right of the Participant to revoke such election, and the effect of such revocation.
- (6) Any distribution provided for in this Section may commence less than thirty (30) days after the notice required by Code §417(a)(3) is given provided the following requirements are satisfied:
- (i) the Administrator clearly informs the Participant that the Participant has a right to a period of thirty (30) days after receiving the notice to consider whether to waive the Joint and Survivor Annuity and to elect (with spousal consent) a form of distribution other than a Joint and Survivor Annuity;
 - (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the seven (7) day period that begins the day after the explanation of the Joint and Survivor Annuity is provided to the Participant;
 - (iii) the Annuity Starting Date is after the time that the explanation of the Joint and Survivor Annuity is provided to the Participant. However, the Annuity Starting Date may be before the date that any affirmative distribution election is made by the Participant and before the date that the distribution is permitted to commence under (iv) below; and
 - (iv) distribution in accordance with the affirmative distribution election does not commence before the expiration of the seven (7) day period that begins the day after the explanation of the Joint and Survivor Annuity is provided to the Participant.
- (f) **Qualified Joint and Survivor Annuity but not the normal form.** The provisions of this Section apply if the Employer has elected in the Adoption Agreement to apply the Joint and Survivor Annuity requirement to a Participant, but the Qualified Joint and Survivor Annuity is not the normal form of distribution.
- (1) The Joint and Survivor Annuity provisions of Section 6.5(e) shall not apply if a Participant does not elect an annuity form of distribution. Furthermore, Subsection (3) below shall not apply if a Participant elects an annuity form of distribution.
 - (2) Notwithstanding anything in Sections 6.2 and 6.6 to the contrary, upon the death of a Participant, the automatic form of distribution will be a lump-sum rather than a Qualified Pre-Retirement Survivor Annuity. Furthermore, the Participant's Spouse will be the Beneficiary of the Participant's entire Vested interest in the Plan unless an election is made to waive the Spouse as Beneficiary. The other provisions in Section 6.2 shall be applied by treating the death benefit in this Subsection as though it is a Qualified Pre-Retirement Survivor Annuity.
 - (3) Except to the extent otherwise provided in this Section, the provisions of Sections 6.2 and 6.5 regarding spousal consent shall be inoperative with respect to this Plan.
 - (4) The distribution may commence less than thirty (30) days after the notice required under Regulation §1.411(a)-11(c) is given, provided:
 - (1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and
 - (2) the Participant, after receiving the notice, affirmatively elects a distribution.

6.6 DISTRIBUTION OF BENEFITS UPON DEATH

- (a) **Consent.** If the value of the death benefit derived from Employer and Employee contributions does not exceed \$5,000, the Administrator shall direct the distribution of such amount to the Participant's Beneficiary in a single lump-sum as soon as practicable. If the value exceeds \$5,000, an immediate distribution of the entire amount may be made to the Beneficiary, provided such Beneficiary consents to the distribution.
- (b) **Forms of distribution.** Death benefits may be paid to a Participant's Beneficiary in one of the following optional forms of benefits subject to the rules specified in Section 6.8 and the elections made in the Adoption Agreement. Such optional forms of distributions may be elected by the Participant. However, if no optional form of distribution was elected by the Participant prior to death, then the Participant's Beneficiary may elect the form of distribution.

- (1) One lump-sum payment in cash or in property that is allocated to the Accounts of the Participant at the time of the distribution.

- (2) Partial withdrawals.
- (3) Payment in monthly, quarterly, semi-annual, or annual cash installments over a period to be determined by the Participant or the Participant's Beneficiary. In order to provide such installment payments, the Administrator may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity Contract for a term certain (with no life contingencies) providing for such payment. After periodic installments commence, the Beneficiary shall have the right to reduce the period over which such periodic installments shall be made, and the cash amount of such periodic installments shall be adjusted accordingly.
- (4) In the form of an annuity over the life expectancy of the Beneficiary.
- (c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall comply with the requirements of Section 6.8.
- (d) **Payment to a child.** For purposes of this Section, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority.
- (e) **Voluntary Contribution Account.** In the event that less than one hundred percent (100%) of a Participant's interest in the Plan is distributed to such Participant's Spouse, the portion of the distribution attributable to the Participant's Voluntary Contribution Account shall be in the same proportion that the Participant's Voluntary Contribution Account bears to the Participant's total interest in the Plan.
- (f) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Section 6.8(a)(4).

6.7 TIME OF DISTRIBUTION

Except as limited by Section 6.8, whenever a distribution is to be made, or a series of payments are to commence, the distribution or series of payments may be made or begun as soon as practicable. Notwithstanding anything in the Plan to the contrary, unless a Participant otherwise elects, payments of benefits under the Plan will be begin not later than the later of the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (b) the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant terminates service with the Employer. The failure of a Participant to request a distribution shall be deemed to be an election to defer the commencement of payment of any benefit until the time otherwise permitted under the Plan.

6.8 REQUIRED MINIMUM DISTRIBUTIONS

(a) General rules

- (1) **Effective Date.** Subject to the good faith interpretation standard, the requirements of this Section shall apply to any distribution of a Participant's interest in the Plan and will take precedence over any inconsistent provisions of this Plan.
- (2) **Requirements of Treasury Regulations incorporated.** All distributions required under this Section will be determined and made in accordance with the Regulations under Code §401(a)(9) and the minimum distribution incidental benefit requirement of Code §401(a)(9)(G).
- (3) **Limits on distribution periods.** As of the first "distribution calendar year," distributions to a Participant may only be made in accordance with the selections made in the Form of Distributions Section of the Adoption Agreement. If such distributions are not made in a single-sum, then they may only be made over one of the following periods: (i) the life of the Participant, (ii) the joint lives of the Participant and a "designated Beneficiary," (iii) a period certain not extending beyond the "life expectancy" of the Participant, or (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a "designated Beneficiary."
- (4) **TEFRA Section 242(b)(2) elections.**
 - (i) Notwithstanding the other provisions of this Section, other than the Spouse's right of consent afforded under the Plan, distributions may be made on behalf of any Participant, including a five percent (5%) owner, who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distribution commences):
 - (A) The distribution by the Plan is one which would not have disqualified such Plan under Code §401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

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(B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(C) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(D) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(E) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(ii) A distribution upon death will not be covered by the transitional rule of this Subsection unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.

(iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code §401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code §401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation §1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

(5) **Good faith interpretation standard.** In applying any provision of this section, the Plan will apply a reasonable good faith interpretation of Code §401(a)(9).

(b) Time and manner of distribution

(1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date."

(2) **Death of Participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows as elected in the Distributions Upon Death Section of the Adoption Agreement (or if no election is made, then the Beneficiary may elect either the lifetime method or the five-year method and if the Beneficiary makes no election, the five-year method shall apply):

(i) **Lifetime method (Spouse).** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," then, except as otherwise provided herein, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(ii) **Lifetime method (non-Spouse).** If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," then, except as provided in Section 6.8(b)(3) below, distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) **Five-year method.** If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death or if otherwise elected pursuant to the Adoption Agreement with respect to a "designated Beneficiary," the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) **Death of Spouse.** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 6.8(b)(2), other than Section 6.8(b)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 6.8(b)(2) and Section 6.8(b)(3), unless Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the Participant's "required beginning date." If Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "required beginning date," as of the first "distribution calendar year" distributions will be made in accordance with Sections 6.8(c) and 6.8(d) and only in a form of distribution provided in Section 6.5 or 6.6, as applicable. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Regulations thereunder.

(c) **Required minimum distributions during Participant's lifetime**

(1) **Amount of required minimum distribution for each "distribution calendar year."** During the Participant's lifetime, the minimum amount that will be distributed for each "distribution calendar year" is the lesser of the following:

- (i) the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or
- (ii) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's Spouse, the quotient obtained by dividing the "Participant's account balance" by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the "distribution calendar year."

(2) **Lifetime required minimum distributions continue through year of Participant's death.** Required minimum distributions will be determined under this Section 6.8(c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(d) **Required minimum distributions after Participant's death**

(1) **Death on or after date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as follows:

(A) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," the remaining "life expectancy" of the surviving Spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For "distribution calendar years" after the year of the surviving Spouse's death, the remaining "life expectancy" of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) **No "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) **Death before date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** Except as provided in Section 6.8(b)(3), if the Participant dies before the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as provided in Section 6.8(d)(1).

(ii) **No "designated Beneficiary."** If the Participant dies before the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) **Death of surviving Spouse before distributions to surviving Spouse are required to begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i), this Section 6.8(d)(2) will apply as if the surviving Spouse were the Participant.

(c) **Definitions.** For purposes of this Section, the following definitions apply:

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the "designated Beneficiary" under Code §401(a)(9) and Regulation §1.401(a)(9)-4.

(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year immediately preceding the calendar year which contains the Participant's "required beginning date." For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under Section 6.8(b). The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date." The required minimum distribution for other "distribution calendar years," including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year."

(3) "Life expectancy" means the life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(4) "Participant's account balance" means the Participant's account balance as of the last Valuation Date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account balance as of the dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. For this purpose, the Administrator may exclude contributions that are allocated to the account balance as of dates in the valuation calendar year after the Valuation Date, but that are not actually made during the valuation calendar year. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

(a) **Reduction for QLACs.** A Participant's account balance is reduced by any QLACs (as defined below). This paragraph applies only to QLACs purchased on or after July 2, 2014.

(b) **Definition of QLAC.** A QLAC is qualifying longevity annuity contract as defined in A-17 of Regulation §1.401(a)(9)-6. Pursuant to such Regulation, a QLAC is an annuity contract that is purchased from an insurance company for a Participant and that, in accordance with the rules of application of paragraph (c) below, satisfies each of the following requirements:

(1) The premiums paid with respect to the contract on a date do not exceed the lesser of the following amounts, determined in accordance with the provisions of paragraph (b) of A-17 of Regulation §1.401(a)(9)-6.

(a) An amount equal to the excess of \$125,000 (as adjusted under paragraph (d)(2) of A-17 of Regulation §1.401(a)(9)-6), over the sum of the premiums paid before that date with respect to the contract, and the premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is purchased for the Participant under the Plan, or any other plan, annuity, or account described in Code §401(a), 403(a), 403(b), or 408 or eligible governmental plan under §457(b).

(b) An amount equal to the excess of 25% of the Participant's account balance under the Plan (including the value of any QLAC held under the Plan for the Participant) as of that date, over the sum of the premiums paid before that date with respect to the contract, and the premiums paid on

or before that date with respect to any other contract that is intended to be a QLAC and that is held or was purchased for the Participant under the Plan.

- (2) The contract provides that distributions under the contract must commence not later than a specified annuity starting date that is no later than the first day of the month next following the eighty-fifth (85th) anniversary of the Employee's birth;
- (3) The contract provides that, after distributions under the contract commence, those distributions must satisfy the requirements of paragraph (c) of A-17 of Regulation §1.401(a)(9)-6 (other than the requirement that annuity payments commence on or before the required beginning date (RBD));
- (4) The contract does not make available any commutation benefit, cash surrender right, or other similar feature except as otherwise permitted under A-17 of Regulation §1.401(a)(9)-6;
- (5) No benefits are provided under the contract after the death of the employee other than the benefits described in paragraph (c) of A-17 of Regulation §1.401(a)(9)-6;
- (6) Except as otherwise permitted under A-17 of Regulation §1.401(a)(9)-6, when the contract is issued, the contract (or a rider or endorsement with respect to that contract) states that the contract is intended to be a QLAC; and
- (7) The contract is not a variable contract under Code §817, an indexed contract, or a similar contract, except to the extent provided by the Commissioner in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(c) Rules of application relating to premiums.

(1) Reliance on representations. For purposes of the limitation on premiums described in paragraphs (b)(1) and (2) above, unless the Administrator has actual knowledge to the contrary, the Administrator may rely on an Employee's representation (made in writing or such other form as may be prescribed by the Commissioner) of the amount of the premiums described in such paragraphs, but only with respect to premiums that are not paid under a plan, annuity, or contract that is maintained by the Employer or an entity that is treated as a single employer with the Employer under Code §414(b), (c), (m), or (o).

(2) Consequences of excess premiums. If an annuity contract fails to be a QLAC solely because a premium for the contract exceeds the limits under paragraph (b)(1)(a) above, then the contract is not a QLAC beginning on the date that premium payment is made unless the excess premium is returned to the non-QLAC portion of the Participant's account in accordance with paragraph (d)(1)(ii)(B) of A-17 of Regulation §1.401(a)(9)-6. If the contract fails to be a QLAC, then the value of the contract may not be disregarded under paragraph (a) above as of the date on which the contract ceases to be a QLAC.

If the excess premium is returned (either in cash or in the form of a contract that is not intended to be a QLAC) to the non-QLAC portion of the Participant's account by the end of the calendar year following the calendar year in which the excess premium was originally paid, then the contract will not be treated as exceeding the limits under paragraph (b)(1)(a) above at any time, and the value of the contract will not be included in the employee's account balance under paragraph (a) above. If the excess premium (including the fair market value of an annuity contract that is not intended to be a QLAC, if applicable) is returned to the non-QLAC portion of the Participant's account after the last valuation date for the calendar year in which the excess premium was originally paid, then the Participant's account balance for that calendar year must be increased to reflect that excess premium in the same manner as a Participant's account balance is increased under Regulation §1.401(a)(9)-7, A-2 to reflect a rollover received after the last valuation date.

(3) Application of 25-percent limit. For purposes of the 25% limit under paragraph (b)(1)(b) above, a Participant's account balance on the date on which premiums for a contract are paid is the account balance as of the last valuation date preceding the date of the premium payment, adjusted as follows. The account balance is increased for contributions allocated to the account during the period that begins after the valuation date and ends before the date the premium is paid and decreased for distributions made from the account during that period.

(d) Dollar and age limitations subject to adjustments. In the case of calendar years beginning on or after January 1, 2015, the \$125,000 amount under paragraph (b)(1)(a) will be adjusted at the same time and in the same manner as the limits are adjusted under Code §415(d), except that the base period shall be the calendar quarter beginning July 1, 2013, and any increase under this paragraph that is not a multiple of \$10,000 will be rounded to the next lowest multiple of \$10,000. The maximum age set forth in paragraph (b)(2) may be adjusted to reflect changes in mortality, with any such adjusted age to be prescribed by the Commissioner in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin and made available by the Superintendent of Documents.

If a contract fails to be a QLAC because it does not satisfy the dollar limitation in paragraph (b)(1)(a) or the age limitation in paragraph (b)(2), any subsequent adjustment that is made pursuant to this paragraph (d) will not cause the contract to become a QLAC.

(5) "Required beginning date" means, except as otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), with respect to any Participant, April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 or the calendar year in which the Participant retires.

6.9 DISTRIBUTION FOR MINOR OR INCOMPETENT INDIVIDUAL

If, in the opinion of the Administrator, a Participant or Beneficiary entitled to a distribution is not able to care for his her affairs because of a mental condition, a physical condition, or by reason of age in the case of a minor, Administrator shall direct the distribution to the Participant's or Beneficiary's valid power of attorney, court appointed guardian, or any other person authorized under state law to receive the benefit (including a custodian under a Uniform Transfers or Gifts to Minors Act), upon furnishing evidence of such status satisfactory to the Administrator. The Administrator and the Trustee (or Insurer) do not have any liability with respect to payments so made and neither the Administrator nor the Trustee (or Insurer) has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

6.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the later of the Participant's attainment of age 62 or Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). Before treating any Participant as being missing, the Administrator must conduct a reasonable and diligent search for the Participant, using one or more of search methods the Plan Administrator determines are appropriate under the circumstances, such as the methods suggested by DOL Field Assistance Bulletin 2014-01. Such search methods include:

- (1) provide a distribution notice to the lost Participant at the Participant's last known address by certified or registered mail;
- (2) check with the administrator of other employee benefit plans of the Employer that may have more up-to-date information regarding the Participant's whereabouts;
- (3) identify and contact the Participant's Designated Beneficiary;
- (4) use one or more free internet search tools;
- (5) attempt contact via email or telephone, or
- (6) use proprietary internet search tools, commercial locator services, credit reporting agencies, information brokers, or other search methods. Regarding search methods (2) and (3) above, if the Plan Administrator encounters privacy concerns, the Plan Administrator may request that the Employer or other plan fiduciary (under (2)), or the Designated Beneficiary (under (3)), contact the Participant or forward a letter requesting that the Participant contact the Plan Administrator.

In addition, if the Plan provides for mandatory distributions and the amount to be distributed to a Participant or Beneficiary does not exceed \$1,000, then the amount distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture, be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) or use the PBGC Missing Participant Program, or any successor program, at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the Forfeiture and prior to the time the Plan has been terminated, such benefit shall be restored, first from Forfeitures, if any, and then from an additional Employer contribution if necessary. Upon Plan termination, the portion of the distributable amount that is an "eligible rollover distribution" as defined in Section 6.14(b)(1) may be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). However, regardless of the preceding, a benefit that is lost by reason of escheat under applicable state law is not treated as a Forfeiture for purposes of this Section nor as an impermissible forfeiture under the Code.

6.11 IN-SERVICE DISTRIBUTION

If elected in the Adoption Agreement, at such time as the conditions set forth in the Adoption Agreement have been satisfied, then the Administrator, at the election of a Participant who has not severed employment with the Employer, shall direct the distribution of up to the entire Vested amount then credited to the Accounts as elected in the Adoption Agreement maintained on behalf of such Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. In the event that the Administrator makes such a distribution, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant to this Section shall be made in a manner consistent with Section 6.5. Furthermore, if an in-service distribution is permitted from more than one account type, the Administrator may determine any ordering of a Participant's in-service distribution from such accounts. The Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions on in-service distributions made pursuant to this Section.

6.12 DISTRIBUTION FOR HARDSHIP

(a) **Hardship events.** If elected in the Adoption Agreement, the Administrator, at the election of the Participant, shall direct the distribution to any Participant in any one Plan Year to an amount necessary to satisfy the Participant's immediate and heavy financial need, determined in accordance with the remaining provisions of this Section. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need. Such distributions may also be made from those Accounts from which such distribution are authorized by the remaining provisions of this Section. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Account from which the distribution is made shall be reduced accordingly. Withdrawal under this Section shall be authorized only if the distribution is for an immediate and heavy financial need. The Administrator will determine whether there is an immediate and heavy financial need based on the facts and circumstances. An immediate and heavy financial need includes, but is not limited to, a distribution for one of the following:

- (1) Expenses for (or necessary to obtain) medical care (as defined in Code §213(d));
- (2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents (as defined in Code §152, and without regard to Code §152(d)(1)(B));
- (4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's Spouse, children, or dependents (as defined in Code §152, and without regard to Code §§152(b)(1), (b)(2), and (d)(1)(B));
- (5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or
- (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(b) **Beneficiary-based distribution.** If elected in the Adoption Agreement, then effective as of the date specified in the Adoption Agreement, a Participant's hardship event includes an immediate and heavy financial need of the Participant's "primary Beneficiary under the Plan," that would constitute a hardship event if it occurred with respect to the Participant's Spouse or dependent as defined under Code §152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this Section, a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan (by the Participant or pursuant to Section 6.2(d)) and has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the Participant's death.

(c) **Other limits and conditions.** If elected in the Adoption Agreement, no distribution shall be made pursuant to this Section from the Participant's Account until such Account has become fully Vested. Furthermore, if a hardship distribution is permitted from more than one Account, the Administrator may determine any ordering of a Participant's hardship distribution from such Accounts.

(d) **Distribution rules apply.** Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

6.13 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All benefits provided to a Participant in this Plan shall be subject to the rights afforded to any Alternate Payee under a "qualified domestic relations order." Furthermore, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) a distribution to an Alternate Payee shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not reached the "earliest retirement age." For the purposes of this Section, "qualified domestic relations order" and "earliest retirement age" shall have the meanings set forth under Code §414(p). For purposes of this Section, however, a distribution that is made pursuant to a domestic relations order which meets the requirements of Code §414(p)(1)(A)(i) will be treated as being made pursuant to a "qualified domestic relations order."

A domestic relations order that otherwise satisfies the requirements for a "qualified domestic relations order" will not fail to be a "qualified domestic relations order": (i) solely because the order is issued after, or revises, another domestic relations order or "qualified domestic relations order"; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death.

6.14 DIRECT ROLLOVERS

(a) **Right to direct rollover.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover." However, if less than the entire amount of the "eligible rollover distribution" is being paid directly to an "eligible retirement plan," then the Administrator may require that the amount paid directly to such plan be at least \$500.

(b) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) **Eligible rollover distribution.** An "eligible rollover distribution" means any distribution described in Code §402(c)(4) and generally includes any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" "designated Beneficiary," or for a specified period of ten (10) years or more; (b) any distribution to the extent such distribution is required under Code §401(a)(9); (c) any hardship distribution; (d) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (e) any loans that are treated as deemed distributions under Code §72(p) which are not also an offset distribution; (f) the costs of life insurance coverage (P.S. 58 costs); (g) any other distributions described in Regulation §1.402(c)-2; and any other distribution reasonably expected to total less than \$200 during a year.

Notwithstanding the above, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax voluntary Employee contributions which are not includible in gross income. However, such portion may be transferred only to:

- (i) a traditional individual retirement account or annuity described in Code §408(a) or (b) (a "traditional IRA")
- (ii) for taxable years beginning after December 31, 2006, a Roth individual account or annuity described in Code §408A (a "Roth IRA"), or
- (iii) a qualified defined contribution plan or an annuity contract described in Code §401(a) or Code §403(b), respectively, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) **Eligible retirement plan.** An "eligible retirement plan" is a "traditional IRA," a "Roth IRA," a qualified trust (an employees' trust) described in Code §401(a) which is exempt from tax under Code §501(a), an annuity plan described in Code §403(a), an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision and which agrees to separately account for amounts transferred into such plan from this Plan, and an annuity contract described in Code §403(b), and for distributions made after December 18, 2015, a SIMPLE IRA to the extent permitted under Code §408(p)(1)(B), that accepts the "distributee's" "eligible rollover distribution." The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is an Alternate Payee. If any portion of an "eligible rollover distribution" is attributable to payments or distributions from a designated Roth account, an "eligible retirement plan" with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a "distributee" who is a non-Spouse designated Beneficiary, (i) the "direct rollover" may be made only to a traditional or Roth individual retirement account or an annuity described in Code §408(b) ("IRA") that is established on behalf of the designated non-Spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11), and (ii) the determination of any required minimum distribution required under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18.

(3) **Distributee.** A "distributee" includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving Spouse and the Employee's or Former Employee's Spouse or former Spouse who is the Alternate Payee, are "distributees" with regard to the interest of the Spouse or former Spouse.

(4) **Direct rollover.** A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

(c) **Participant notice.** A Participant entitled to an "eligible rollover distribution" must receive a written explanation of the right to a "direct rollover," the tax consequences of not making a "direct rollover," and, if applicable, any available special income tax elections. The notice must be provided no less than thirty (30) days and no more than one-hundred eighty (180) days before the Annuity Starting Date. The "direct rollover" notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than \$200.

(d) **Non-Spouse Beneficiary rollover right.** A non-Spouse Beneficiary who is a "designated Beneficiary" under Code §401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion an "eligible rollover distribution" to an IRA the Beneficiary establishes for purposes of receiving the distribution. If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a "designated Beneficiary."

6.15 RESTRICTIONS ON DISTRIBUTION OF ASSETS TRANSFERRED FROM A MONEY PURCHASE PLAN

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's retirement, death, Total and Permanent Disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code §414(l), to this Plan from a money purchase pension plan qualified under Code §401(a) (other than any portion of those assets and liabilities attributable to after-tax voluntary Employee contributions or to a direct or indirect rollover contribution). A Participant may not obtain an in-service distribution with respect to such transferred amounts prior to the earlier of the Participant's Normal Retirement Age or attainment of age 62.

6.16 CORRECTIVE DISTRIBUTIONS

Nothing in this Article shall preclude the Administrator from making a distribution to a Participant, to the extent such distribution is made to correct a qualification defect in accordance with the corrective procedures under the IRS' Employee Plans Compliance Resolution System or any other voluntary compliance programs established by the IRS.

6.17 SERVICE CREDIT PURCHASES

The Administrator, upon Participant request, may direct the transfer of all or a portion of the Participant's Account to a governmental defined benefit plan (as defined in Code §414(d)) in which he or she participates for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)).

6.18 UNCASHED CHECKS

Subject to the provisions of Section 6.10, the Plan Administrator operationally may dispose of an uncashed distribution from the Plan to a lost Participant at the time and in the manner described in this Section). Prior to doing so, the Plan Administrator must make reasonable and diligent efforts to contact the lost Participant, including using such search methods the Plan Administrator determines are appropriate under the circumstances. At the discretion of the Administrator, Plan distributions that remain uncashed, and which the Administrator chooses not to reinvest in the Plan may be: (1) voluntarily remitted to a State unclaimed property department, but no sooner than the appropriate state dormancy period has expired; or (2) deposited for the benefit of the lost Participant either to a: (a) bank account, or (b) individual retirement account if the original distribution was an eligible rollover distribution.

For purposes of this Section 6.18, a distribution is "uncashed" if it remains uncashed by the "cash-by" date on the check or in an accompanying notice, e.g., a date prescribed by the bank or the Plan. This "cash-by" date must be at least forty-five (45) days after the check is issued. If there is no prescribed "cash-by" date, then the amount is considered uncashed if it is not cashed by the check's stale date.

6.19 HEALTH INSURANCE PAYMENTS FOR PUBLIC SAFETY OFFICERS

An "eligible retired public safety officer" may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the "eligible retired public safety officer" otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay "qualified health insurance premiums" as defined in Code §402(l). Any election made under this Plan must conform to the requirements of Code §402(l). A "qualified retired public safety officer" is a public safety officer (as defined in §1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C 3796b(9)(A)) who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a public safety officer with the Employer. "Qualified health insurance premiums" means the premiums for coverage for the "eligible retired public safety officer," his or her Spouse, and dependents (as defined in Code §152), by an accident or health plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE VII TRUSTEE AND CUSTODIAN

7.1 CONFLICT WITH PLAN

In the event of any conflicts between the provisions of this Plan and the Trust agreement, the provisions of this Plan control.

7.2 POWERS AND DUTIES OF CUSTODIAN

Subject to the terms of the Trust agreement, the Employer may appoint a Custodian of the Plan assets. The duties of the Custodian are those set forth in the agreement with the Custodian. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the Employer has appointed a Custodian separate from the Trustee or the context of the Plan indicates otherwise.

7.3 LIFE INSURANCE

(a) **Permitted insurance.** To the extent not prohibited under the terms of the Trust agreement, the Trustee (or Insurer), in accordance with operational procedures of the Administrator, shall ratably apply for, own, and pay all premiums on Contracts on the lives of the Participants or, in the case of a 401(a) Plan, on the life of a member of the Participant's family or on the joint lives of a Participant and a member of the Participant's family. Furthermore, if a Contract is purchased on the joint lives of the Participant and another person and such other person predeceases the Participant, then the Contract may not be maintained under this Plan. Any initial or additional Contract purchased on behalf of a Participant shall have a face amount of not less than \$1,000, an amount set forth in the Administrator's procedures, or the limitation of the Insurer, whichever is greater. If a life insurance Contract is to be purchased for a Participant, then the aggregate premium for ordinary life insurance for each Participant must be less than 50% of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. For purposes of this limitation, ordinary life insurance Contracts are Contracts with both non-decreasing death benefits and non-increasing premiums. If term insurance or universal life insurance is purchased, then the aggregate premium must be 25% or less of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. If both term insurance and ordinary life insurance are purchased, then the premium for term insurance plus one-half of the premium for ordinary life insurance may not in the aggregate exceed 25% of the aggregate Employer contributions and Forfeitures allocated to the Participant's Combined Account. Notwithstanding the preceding, the limitations imposed herein with respect to the purchase of life insurance shall not apply, in the case of a 401(a) Plan, to the portion of the Participant's Account that has accumulated for at least two (2) Plan Years or to the entire Participant's Account if the Participant has been a Participant in the Plan for at least five (5) years. In addition, amounts transferred to this Plan in accordance with Section 4.6(f)(1)(ii) or (iii) and a Participant's Voluntary Contribution Account may be used to purchase Contracts without limitation. Thus, amounts that are not subject to the limitations contained herein may be used to purchase life insurance on any person in whom a Participant has an insurable interest or on the joint lives of a Participant and any person in whom the Participant has an insurable interest, and without regard to the amount of premiums paid to purchase any life insurance hereunder.

(b) **Contract conversion at retirement.** The Administrator must direct the Trustee (or Insurer) to distribute any Contracts to the Participant or convert the entire value of the Contracts at or before retirement into cash or provide for a periodic income so that no portion of such value may be used to continue life insurance protection beyond the Participant's actual retirement date.

(c) **Limitations on purchase.** No life insurance Contracts shall be required to be obtained on an individual's life if, for any reason (other than the nonpayment of premiums) the Insurer will not issue a Contract on such individual's life.

(d) **Proceeds payable to plan.** The Trustee (or Insurer) must be the owner of any life insurance Contract purchased under the terms of this Plan. The Contract must provide that the proceeds will be payable to the Trustee (or Insurer); however, the Trustee (or Insurer) shall be required to pay over all proceeds of the Contract to the Participant's "designated Beneficiary" in accordance with the distribution provisions of Article VI as directed by the Administrator. A Participant's Spouse will be the "designated Beneficiary" pursuant to Section 6.2, unless a qualified election has been made in accordance with Sections 6.5 and 6.6 of the Plan, if applicable. Under no circumstances shall the Trust retain any part of the proceeds that are in excess of the cash surrender value immediately prior to death. However, the Trustee (or Insurer) shall not pay the proceeds in a method that would violate the requirements of the Retirement Equity Act of 1984, as stated in Article VI of the Plan, or Code §401(a)(9) and the Regulations thereunder. In the event of any conflict between the terms of this Plan and the terms of any insurance Contract purchased hereunder, the Plan provisions shall control.

(e) **No responsibility for act of Insurer.** The Employer, the Administrator and the Trustee shall not be responsible for the validity of the provisions under a Contract issued hereunder or for the failure or refusal by the Insurer to provide benefits under such Contract. The Employer, Administrator and the Trustee are also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the Contract or which renders the Contract invalid or unenforceable in whole or in part.

7.4 LOANS TO PARTICIPANTS

(a) **Permitted Loans.** To the extent not prohibited under the terms of the Trust agreement, the Administrator may, in the Administrator's sole discretion, make loans to Participants. If loans are permitted, then the following shall apply: (1) loans shall be made available to all Participants on a reasonably equivalent basis; (2) loans shall bear a reasonable rate of interest; (3) loans shall be adequately secured; and (4) loans shall provide for periodic repayment over a reasonable period of time. Furthermore, no Participant loan shall exceed the Participant's Vested interest in the Plan. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees.

(b) **Loan program.** The Administrator shall be authorized to establish a Participant loan program to provide for loans under the Plan. In order for the Administrator to implement such loan program, a separate written document forming a part of this Plan must be adopted, which document shall specifically include, but need not be limited to, the following:

- (1) the identity of the person or positions authorized to administer the Participant loan program;
- (2) a procedure for applying for loans;
- (3) the basis on which loans will be approved or denied;
- (4) limitations, if any, on the types and amounts of loans offered;
- (5) the procedure under the program for determining a reasonable rate of interest;
- (6) the types of collateral which may secure a Participant loan; and
- (7) the events constituting default and the steps that will be taken to preserve Plan assets in the event such default.

(c) **Loan default.** Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section that is secured by the Participant's interest in the Plan, then a Participant's interest may be offset by the amount subject to the security to the extent there is a distributable event permitted by the Code or Regulations. Notwithstanding anything in the Plan's loan policy to the contrary, if a loan is accelerated due to a Participant's termination of employment, then the Plan may direct that the loan note be transferred or directly rolled over to another plan that will accept the transfer or rollover of the note.

(d) **Loans subject to Plan terms.** Notwithstanding anything in this Section to the contrary, if this is an amendment and restatement of an existing Plan, any loans made prior to the date this amendment and restatement is adopted shall be subject to the terms of the Plan in effect at the time such loan was made.

7.5 PLAN TO PLAN TRANSFERS

Notwithstanding any other provision contained in this Plan and to the extent not prohibited under the terms of the Trust agreement, the Administrator may direct the Trustee to transfer the interest, if any, of a Participant to another trust forming part of a pension, profit sharing, or stock bonus plan that meets the requirements of Code §401(a), provided that the trust to which such transfers are made permits the transfer to be made and further provided that the terms of the transferee plan properly allocates the funds in each account to a transferee account that preserves all the required features and restrictions applicable to such account under this Plan. However, the transfer of amounts from this Plan to a nonqualified foreign trust is treated as a distribution and the transfer of assets and liabilities from this Plan to a plan that satisfies Section 1165 of the Puerto Rico Code is also treated as distribution from the transferor plan.

ARTICLE VIII AMENDMENT, TERMINATION AND MERGERS

8.1 AMENDMENT

(a) **General rule on Employer amendment.** The Employer shall have the right at any time to amend this Plan subject to the limitations of this Section. However, any amendment that affects the rights, duties or responsibilities of the Trustee (or Insurer) or Administrator may only be made with the Trustee's (or Insurer's) or Administrator's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee (or Insurer) shall not be required to execute any such amendment unless the amendment affects the duties of the Trustee (or Insurer) hereunder.

(b) **Permissible amendments.** The Employer amend the Plan to accomplish any of the following items without affecting reliance on the opinion letter: (1) change the choice of options in the Adoption Agreement or Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), (2) add certain sample or model amendments published by the Internal Revenue Service or other required good-faith amendments where the IRS has provided that their adoption will not cause the Plan to be treated as an individually designed plan, (3) add a list of any protected benefits" which must be preserved, (4) adjust the limitations under Code §§415, 402(g), 401(a)(17) and 414(q)(1)(B) to reflect annual cost-of-living increases, and (5) change the pre-approved plan Provider's name. "Provider" pursuant to this Section 8 means the entity that contracts with the mass submitter to provide the Basic Plan Document and Adoption Agreement for use by the Employer or, in the alternative, the mass submitter that provides such documents directly to its clients. An Employer that amends the Plan for any other reason, including a waiver of the minimum funding requirement under Code §412(c), will no longer participate in this pre-approved plan and this Plan will be considered to be an individually designed plan for purposes of reliance. A Plan amendment does not include an amendment or substitution of the Trust.

(c) **Provider amendments.** The Employer (and every Participating Employer) expressly delegates authority to the Provider, the right to amend the Plan by submitting a copy of the amendment to each Employer (and Participating Employer) who has adopted

this pre-approved plan, after first having received a ruling or favorable determination from the Internal Revenue Service that the pre-approved Plan as amended qualifies under Code §401(a) (unless a ruling or determination is not required by the IRS). The Provider will amend the Plan Documents from time to time in accordance with this Section 8.1(c). For purposes of this Section, the mass submitter shall be recognized as the agent of the Provider. If the Provider does not adopt any amendment made by the mass submitter, it will no longer be identical to, or a minor modifier of, the mass submitter plan.

(d) **Impermissible amendments.** No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Trust Fund to revert to or become property of the Employer.

8.2 TERMINATION

(a) **Termination of Plan.** The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee (or Insurer) and Administrator written notice of such termination. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may terminate the Plan or discontinue contributions under the Plan at any time without liability hereunder for any such discontinuance. Upon any full or partial termination or upon the complete discontinuance of the Employer's Contributions to the Plan (in the case of a Profit Sharing Plan), all amounts credited to the affected Participants' Combined Accounts shall become 100% Vested and shall not thereafter be subject to Forfeiture.

(b) **Distribution of assets.** Upon the full termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner that is consistent with and satisfies the provisions of Section 6.5. Distributions to a Participant shall be made in cash (or in property if permitted in the Adoption Agreement) or through the purchase of irrevocable nontransferable deferred commitments from the Insurer.

8.3 MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan provided the benefits which would be received by a Participant of this Plan, in the event of a termination of the plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

ARTICLE IX MISCELLANEOUS

9.1 EMPLOYER ADOPTIONS

(a) **Method of adoption.** Any organization may become the Employer hereunder by executing the Adoption Agreement.

(b) **Separate affiliation.** Except as otherwise provided in this Plan, the affiliation of the Employer and the participation of its Participants shall be separate and apart from that of any other employer and its participants hereunder.

9.2 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the Employee as a Participant of this Plan.

9.3 ALIENATION

(a) **General rule.** Subject to the exceptions provided below and as otherwise permitted by the Code, no benefit which shall be payable to any person (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

(b) **Exception for loans.** Subsection (a) shall not apply to the extent a Participant or Beneficiary is indebted to the Plan by reason of a loan made pursuant to Section 7.4. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such portion of the amount to be distributed as shall equal such indebtedness shall be paid to the Plan, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given notice by the Administrator that such indebtedness is to be so paid in whole or part from the Participant's interest in the Plan. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's interest in the Plan, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in Section 2.10.

(c) **Exception for QDRO.** Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code §414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984.

9.4 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION

(a) **Applicable law.** This Plan shall be construed and enforced according to the Code, and the laws of the state or commonwealth in which the Employer's principal office is located (unless otherwise designated in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), other than its laws respecting choice of law, to the extent not pre-empted by federal law.

(b) **Administrator's discretion.** The Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Administrator makes under the Plan is final and binding upon any affected person. The Administrator must exercise all of its Plan powers and discretion, and perform all of its duties, in a uniform manner.

(c) **Communications.** All Participant or Beneficiary notices, designations, elections, consents or waivers must be made in a form the Administrator (or, as applicable, the Trustee or Insurer) specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period unless such actions are contrary to applicable law.

(d) **Evidence.** Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Administrator, Trustee and Insurer are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(e) **Plan terms binding.** The Plan is binding upon all parties, including but not limited to, the Employer, Trustee, Insurer, Administrator, Participants and Beneficiaries.

(f) **Parties to litigation.** Except as otherwise provided by applicable law, a Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, the Trust or any fiduciary. Any final judgment (not subject to further appeal) entered in any such proceeding will be binding upon all parties, including the Employer, the Administrator, Trustee, Insurer, Participants and Beneficiaries.

(g) **Fiduciaries not insurers.** The Trustee, Administrator and the Employer in no way guarantee the Plan assets from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from the Plan. The liability of the Employer, the Administrator and the Trustee to make any distribution from the Trust at any time and all times is limited to the then available assets of the Trust.

(h) **Construction/severability.** The Plan, the Adoption Agreement, the Trust and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §401(a) and tax exemption of the Trust under Code §501(a) and also consistent with other applicable law. To the extent permissible under applicable law, any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

(i) **Uniformity.** All provisions of this Plan shall be interpreted and applied in a uniform manner.

(j) **Headings.** The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.5 GENDER, NUMBER AND TENSE

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.6 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee (or Insurer), the Employer or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee (or Insurer), the Employer or the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

9.7 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) **General rule.** Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

(b) **Mistake of fact.** In the event the Employer shall make a contribution under a mistake of fact, the Employer may demand repayment of such contribution at any time within one (1) year following the time of payment and the Trustee (or Insurer) shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

9.8 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

The Employer, Administrator and Trustee, and their successors, shall not be responsible for the validity of any Contract issued hereunder or for the failure on the part of the Insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

9.9 INSURER'S PROTECTIVE CLAUSE

Except as otherwise agreed upon in writing between the Employer and the Insurer, an Insurer which issues any Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The Insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator or Trustee and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator or Trustee. Regardless of any provision of this Plan, the Insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the Insurer.

9.10 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, including those referenced in Section 6.9, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee (or Insurer) and the Employer.

9.11 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.12 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, if, pursuant to an application for qualification is made by the time prescribed by law or such later date as the Secretary of Treasury may prescribe, the Commissioner of the Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code §§401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan, by the Employer, less expenses paid, shall be returned within one (1) year and the Plan shall terminate, and the Trustee (or Insurer) shall be discharged from all further obligations. If the disqualification relates to a Plan amendment, then the Plan shall operate as if it had not been amended. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this pre-approved plan and will be considered an individually designed plan.

9.13 PAYMENT OF BENEFITS

Except as otherwise provided in the Plan, benefits under this Plan shall be paid, subject to Sections 6.11 and 6.12, only upon death, Total and Permanent Disability, normal or early retirement, severance of employment, or termination of the Plan.

9.14 ELECTRONIC MEDIA

The Administrator may use any electronic medium to give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under applicable law. A Participant or a Participant's Spouse, to the extent authorized by the Administrator, may use any electronic medium to make or provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent permissible under applicable law. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version thereof as permitted under applicable law.

Notwithstanding the foregoing, any Participant or Beneficiary notices and consent that are required pursuant to the Code must satisfy Regulation §1.401(a)-21.

9.15 PLAN CORRECTION

The Administrator in conjunction with the Employer may undertake such correction of Plan errors as the Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §401(a) or to correct a fiduciary breach under state or local law. Without limiting the Administrator's authority under the prior sentence, the Administrator, as it determines to be reasonable and appropriate, may undertake correction of Plan document, operational, demographic and Employer eligibility failures under a method described in the Plan or under the IRS Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. Furthermore, the Employer may make corrective contributions pursuant to this Section regardless of whether the Plan otherwise permits such contribution source. In addition, the Plan is authorized to recover benefits from Participants or Beneficiaries that have been improperly distributed.

9.16 NONTRUSTEED PLANS

If the Plan is funded solely with Contracts, then notwithstanding Sections 9.7 and 9.12, no Contract will be purchased under the Plan unless such Contract or a separate definite written agreement between the Employer and the Insurer provides that no value under Contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such Contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

If this Plan is funded by individual Contracts that provide a Participant's benefit under the Plan, such individual Contracts shall constitute the Participant's Account balance. If this Plan is funded by group Contracts, under the group annuity or group insurance Contract, premiums or other consideration received by the Insurer must be allocated to Participants' Accounts under the Plan.

ARTICLE X PARTICIPATING EMPLOYERS

10.1 ELECTION TO BECOME A PARTICIPATING EMPLOYER

Notwithstanding anything herein to the contrary, with the consent of the Employer, any Employer may adopt the Employer's Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer (a participation agreement). In the event a Participating Employer is not an Affiliated Employer, then the provisions of Article XI shall apply rather than the provision of this Article XI.

10.2 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) **Permissible variations of participation agreement.** The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

(b) **Holding and investing assets.** The Trustee (or Insurer) may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof. However, the assets of the Plan shall, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to the Employer or Participating Employer who contributed such assets.

(c) **Payment of expenses.** Unless the Employer otherwise directs, any expenses of the Plan which are to be paid by the Employer or borne by the Trust Fund shall be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

10.3 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Trustee (or Insurer) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates otherwise, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

10.4 EMPLOYEE TRANSFERS

In the event an Employee is transferred between Participating Employers, accumulated service and eligibility shall be carried with the Employee involved. No such transfer shall effect a severance of employment hereunder, and the Participating Employer to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom the Employee was transferred.

10.5 PARTICIPATING EMPLOYER'S CONTRIBUTION AND FORFEITURES

Any contribution and/or Forfeiture subject to allocation during each Plan Year shall be determined and allocated separately by each Participating Employer and shall be allocated only among the Participants eligible to share in the contribution and Forfeiture allocation of the Employer or Participating Employer making the contribution or by which the forfeiting Participant was employed.

On the basis of the information furnished by the Administrator, the Trustee (or Insurer) shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Trustee (or Insurer) may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall immediately notify the Trustee (or Insurer) thereof.

10.6 AMENDMENT

Any Participating Employer hereby authorizes the Employer to make amendments on its behalf, unless otherwise agreed among all affected parties. Any such amendment is effective and binding upon existing Participating Employers.

10.7 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer that is an Affiliated Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Trustee (or Insurer). The Trustee (or Insurer) shall thereafter transfer, deliver and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new trustee (or insurer) or custodian as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees. If no successor is designated, the Trustee (or Insurer) shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article VII hereof. In no such event shall any part of the corpus or income of the Trust Fund as it relates to such Participating Employer be used for or diverted to purposes other than for the exclusive benefit of the Employees of such Participating Employer.

10.8 ADMINISTRATOR'S AUTHORITY

The Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article.

ARTICLE XI MULTIPLE EMPLOYER PROVISIONS

11.1 ELECTION AND OVERRIDING EFFECT

If a Participating Employer that is not an Affiliated Employer adopts this Plan, then the provisions of this Article XI shall apply to each Participating Employer as of the Effective Date specified in its participation agreement and supersede any contrary provisions in the basic Plan document or the Adoption Agreement. If this Article XI applies, then the Plan shall be a multiple employer plan as described in Code §413(c). In this case, the Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of Code §413(c) and the Regulations thereunder, and specific annual reporting requirements.

11.2 DEFINITIONS

The following definitions shall apply to this Article XI and shall supersede any conflicting definitions in the Plan:

(a) **Employee.** "Employee" means any common law employee, Leased Employee or other person the Code treats as an employee of a Participating Employer for purposes of the Participating Employer's qualified plan. Either the Adoption Agreement or a participation agreement to the Adoption Agreement may designate any Employee, or class of Employees, as not eligible to participate in the Plan.

(b) **Lead Employer.** "Lead Employer" means the signatory Employer to the Adoption Agreement execution page, and does not include any Affiliated Employer or Participating Employer. The "lead Employer" has the same meaning as the Employer for purposes of making Plan amendments and other purposes regardless of whether the "lead Employer" is also a Participating Employer under this Article XI. The "lead Employer" may execute a Participation Agreement setting forth elections which are specific to the "lead Employer".

11.3 PARTICIPATING EMPLOYER ELECTIONS

The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the "lead Employer" shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the "lead Employer's" Adoption Agreement. To the extent that the Adoption Agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the "lead Employer." If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

11.4 TESTING

The Administrator shall apply the Code §415 limitation in Section 4.4 for the Plan as a whole.

11.5 COMPENSATION

(a) **Separate determination.** A Participant's Compensation shall be determined separately for each Participating Employer for purposes of allocations under Article IV.

(b) **Joint status.** For all Plan purposes, including but not limited to determining the Code §415 limits in Section 4.4, Compensation includes all Compensation paid by or for any Participating Employer.

11.6 SERVICE

An Employee's service includes all Hours of Service and Years of Service with any and all Participating Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not separated from service or had a severance from employment.

11.7 COOPERATION AND INDEMNIFICATION

(a) **Cooperation.** Each Participating Employer agrees to timely provide all information the Administrator deems necessary to insure the Plan is operated in accordance with the requirements of the Code and will cooperate fully with the "lead Employer," the Plan, the Plan fiduciaries and other proper representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(b) **Indemnity.** Each Participating Employer will indemnify and hold harmless the Administrator, the "lead Employer" and its subsidiaries; officers, directors, shareholders, employees, and agents of the "lead Employer"; the Plan; the Trustees, Participants and Beneficiaries of the Plan, as well as their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as IRS plan disqualifications, other sanctions or compliance fees and penalties) arising out of or relating to the Participating Employer's noncompliance with any of the Plan's terms or requirements; any intentional or negligent act or omission the Participating Employer commits with regard to the Plan; and any omission or provision of incorrect information with regard to the Plan which causes the Plan to fail to satisfy the requirements of a tax-qualified plan. This indemnity provision shall continue to apply to a Participating Employer with respect to the period such entity was a Participating Employer, even if the Participating Employer withdraws or is removed pursuant to Sections 11.8 or 11.9.

11.8 INVOLUNTARY TERMINATION

Unless the "lead Employer" provides otherwise in an addendum hereto, the "lead Employer" shall have the power to terminate the participation of any Participating Employer (hereafter "Terminated Employer") in this Plan. If and when the "lead Employer" wishes to exercise this power, the following shall occur:

(a) **Notice.** The "lead Employer" shall give the "Terminated Employer" a notice of the "lead Employer's" intent to terminate the "Terminated Employer's" status as a Participating Employer of the Plan. The "lead Employer" will provide such notice not less than thirty (30) days prior to the date of termination unless the "lead Employer" determines that the interest of Plan Participants requires earlier termination.

(b) **Spin-off.** The "lead Employer" shall establish a new defined contribution plan, using the provisions of this Plan with any modifications contained in the "Terminated Employer's" participation agreement, as a guide to establish a new defined contribution plan (the "spin-off plan"). The "lead Employer" will direct the Trustee to transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to the "spin-off plan." The "Terminated

Employer" shall be the Employer, Administrator, and sponsor of the "spin-off plan." The Trustee of the "spin-off plan" shall be the person or entity designated by the "Terminated Employer." However, the "lead Employer" shall have the option to designate an appropriate financial institution as Trustee instead if necessary to protect the interest of the Participants. The "lead Employer" shall have the authority to charge the "Terminated Employer" or the Accounts of the Employees of the "Terminated Employer" a reasonable fee to pay the expenses of establishing the "spin-off plan."

(c) **Alternatives.** The "Terminated Employer," in lieu of creation of the "spin-off plan" under (b) above, has the option to elect a transfer alternative in accordance with this Subsection (c).

(1) **Election.** To exercise the option described in this Subsection, the "Terminated Employer" must inform the "lead Employer" of its choice and must supply any reasonably required documentation as soon as practical. If the "lead Employer" has not received notice of a "Terminated Employer's" exercise of this option within ten (10) days prior to the stated date of termination, the "lead Employer" can choose to disregard the exercise and proceed with the Spin-off.

(2) **Transfer.** If the "Terminated Employer" selects this option, the Administrator shall transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to a qualified plan the "Terminated Employer" maintains. To exercise this option, the "Terminated Employer" must deliver to the "lead Employer" or Administrator in writing the name and other relevant information of the transferee plan and must provide such assurances that the Administrator shall reasonably require to demonstrate that the transferee plan is a qualified plan.

(d) **Participants.** The Employees of the "Terminated Employer" shall cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the "Terminated Employer," effective as of the date of termination. To the extent that these Employees have accrued but unpaid contributions as of the date of termination, the "Terminated Employer" shall pay such amounts to the Plan or the "spin-off plan" no later than thirty (30) days after the date of termination, unless the "Terminated Employer" effectively selects the Transfer option under Subsection (c)(2) above.

(e) **Consent.** By its signature on the participation agreement, the "Terminated Employer" specifically consents to the provisions of this Article and agrees to perform its responsibilities with regard to the "spin-off plan," if necessary.

11.9 VOLUNTARY TERMINATION

A Participating Employer (hereafter "withdrawing employer") may voluntarily withdraw from participation in this Plan at any time. If and when a "withdrawing employer" wishes to withdraw, the following shall occur:

(a) **Notice.** The "withdrawing employer" shall inform the "lead Employer" and the Administrator of its intention to withdraw from the Plan. The "withdrawing employer" must give the notice not less than thirty (30) days prior to the effective date of its withdrawal.

(b) **Procedure.** The "withdrawing employer" and the "lead Employer" shall agree upon procedures for the orderly withdrawal of the "withdrawing employer" from the plan. Such procedures may include any of the optional spin-off or transfer options described in Section 11.8.

(c) **Costs.** The "withdrawing employer" shall bear all reasonable costs associated with withdrawal and transfer under this Section.

(d) **Participants.** The Employees of the "withdrawing employer" shall cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the "withdrawing employer," effective as of the effective date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of the effective date of withdrawal, the "withdrawing employer" shall contribute such amounts to the Plan or the "spin-off plan" promptly after the effective date of withdrawal, unless the accounts are transferred to a qualified plan the "withdrawing employer" maintains.

11.10 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all its relations with the Trustee (or Insurer) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates otherwise, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

MODIFICATIONS TO FIS Business Systems LLC'S Non-Standardized Governmental 401(a).

THE WISE CHOICE 401(A) PLAN

FIS BUSINESS SYSTEMS LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS

THE WISE CHOICE 401(A) PLAN

The enclosed Plan is being submitted for expedited review as a Volume Submitter Plan.

No modifications from the approved specimen plan have been made to this Plan.



Interoffice Memo

Date: July 22, 2025

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager
John Urbanski, Public Works Director

From: Angela Arrigo, HR Director

Subject: MOA with IUOE Creating A Second Shift

Public Works staffing was recently evaluated as related to additional public works operational needs with the addition of Harmony Square and other initiatives. It was determined that adding additional maintenance staff for a second shift would be required to best meet operational needs. For fiscal year 2026, the request to add two (2) full-time Maintenance Technician positions to be assigned to the Facilities Division was approved during the annual budgeting process.

The Village now seeks to create a Second Shift to be staffed with the Maintenance Technician position. We have been in discussions with IUOE, Local 150 to establish the terms and conditions related to creating a Second Shift. Both parties have come to an agreement on acceptable terms. It is recommended that the Memorandum of Agreement establishing these terms is considered and approved.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2025-R-091

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

**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 SULLIVAN**

Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-091

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

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, Illinois (“Village”) have approved entering into a successor Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150; and

WHEREAS, the corporate authorities of the Village have considered entering into a Memorandum of Agreement with the International Union of Operating Engineers, Local 150 to set forth the creation of a Second Shift of the successor Collective Bargaining Agreement; and

WHEREAS, a true and correct copy of the Memorandum of Agreement is attached hereto 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 interest of the Village and its residents to enter into said Memorandum of Agreement; 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 finding 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 and its residents that the aforementioned Memorandum of Agreement between the Village and those represented by the International Union of Operating Engineers, Local 150, as attached hereto as **Exhibit 1**, be entered into, and, the Village President is hereby authorized to execute and memorialize said Memorandum of Agreement, subject to review and revision as to form by the Village Attorney.

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

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

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 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-091, “A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August 2025.

VILLAGE CLERK

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement ("MOA") between the International Union of Operating Engineers, Local 150, AFL-CIO ("Union") and the Village of Tinley Park ("Village"), collectively referenced herein as the "Parties." The Parties are signatory to a Collective Bargaining Agreement ("CBA"), effective May 1, 2022 through April 30, 2025. The Parties hereby agree as follows:

WHEREAS, the Village has the need to create a second shift of employees from the Public Works Department to meet public works operational needs in the Village ("Second Shift");

WHEREAS, the Parties are beginning negotiations on a successor CBA, but no negotiation date has yet been set and a final successor CBA may not be reached for several months;

WHEREAS, the Village has the need to create a Second Shift expeditiously prior to a successor CBA being finalized; and

WHEREAS, the Parties wish to enter into this MOA to create the Second Shift expeditiously and possibly incorporate these terms and conditions into a successor CBA as well.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. A Second Shift shall be created beginning on June 1, 2025, pursuant to the Village Board's approval of budgetary matters.
2. The Second Shift shall consist of Maintenance Worker/Maintenance Technician positions that shall perform job duties and responsibilities consistent as to what is currently set forth in the parties' CBA and their job descriptions.
3. The Second Shift shall be eight and one-half (8.5) consecutive hours, and the normal workweek shall be five (5) days, Tuesday through Saturday.
4. The normal workday for Second Shift employees shall be from 1:30 p.m. to 10:00 p.m., Tuesday through Saturday.
5. Employees working on the Second Shift shall be entitled to a base rate that shall be \$2.00 more than the base rate on the main pay chart and as attached hereto Appendix A.

6. Upon adoption of this MOA, the initial offering of new departmental opening(s) for Second Shift shall be made to current bargaining unit employees for one (1) week before posting to the public. The Village retains the right to transfer any interested internal applicants to the Second Shift and not post the initial open position(s) to the public. Additionally, the Village retains the right to post a job opening to the public and consider both internal and external applicants at the same time. All things equal, the internal candidate will have preference over an external candidate. No current bargaining unit employee shall be required to fill a Second Shift position. Future openings shall be posted in accordance with Article VI Filling of Vacancy.
7. Current employees that apply for the Second Shift position shall be placed at their current pay step on the Second Shift Pay Chart.
8. Any person hired by the Village to fill Second Shift positions shall be treated as if they are in the bargaining unit represented by the Union.
9. Any Second Shift employee that subsequently moves to a first shift position shall be placed at their current pay step on the main pay chart.
10. Second Shift employees shall be entitled to the same rights and responsibilities that are set forth in the current CBA between the parties except as noted below:
 - a. Article IV Hours of Work and Overtime shall be altered to match the different work hours and schedule of the Second Shift;
 - b. Overtime assignments shall be determined per Section 4.5 Overtime Assignment and shall not interfere with normal Second Shift normal workweek or workday as defined in item 3 & 4 above; and
 - c. Section 10.2 Holidays shall be observed by the Second Shift as well but when a holiday falls on a Sunday, it shall be observed on the preceding Saturday. When a holiday falls on a Monday, it shall be observed on the following Tuesday.

11. This MOA shall remain in full force and effect during the life of the parties' 2022-2025 CBA and the changes set forth in the MOA shall be incorporated in the successor agreement, unless the parties agree to different language in bargaining the successor agreement.

AGREED:

Village of Tinley Park

IUOE, Local 150

By: _____

By: _____

Date: _____

Date: 7/21/2025

APPENDIX A

	2nd SHIFT	5/1/2024	\$2 Base Rate Increase
Maintenance Worker/Maintenance Technician			
Step 1	\$	25.77	\$ 27.77
Step 2	\$	27.21	\$ 29.21
Step 3	\$	28.61	\$ 30.61
Step 4	\$	30.04	\$ 32.04
Step 5	\$	31.46	\$ 33.46
Step 6	\$	32.88	\$ 34.88
Step 7	\$	34.30	\$ 36.30
Step 8	\$	35.72	\$ 37.72
Step 9	\$	37.14	\$ 39.14
Step 10	\$	38.58	\$ 40.58
Step 11	\$	40.02	\$ 42.02
Step 12	\$	41.45	\$ 43.45



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Hannah Lipman, Assistant Village Manager/Interim Finance Director
Cc: Patrick Carr, Village Manager

Subject: Creation of the Position of Police Lieutenant in the Tinley Park Municipal Code

With the recent retirements in the Police Command, we have continued to evaluate the command structure to ensure operational efficiency in the Police Department. To ensure both supervisory and operational needs are met, adding the rank of Police Lieutenant continues to be considered as the best approach to meet these needs. Under the Village's home rule authority, the position can be established as an appointed position in the Tinley Park Municipal Code. Although the Police Lieutenant position is not currently budgeted, it is anticipated that this position will be requested for funding in the future.

With recent developments related to Senate Bill 1701 (on the Governor's desk for final approval), revising the criteria for determining supervisory status among police ranks, establishing and defining the hiring of the Police Lieutenant position is recommended at this time. The recommendation includes modifying Chapter 33 of the Tinley Park Municipal Code to add Police Lieutenant as an appointed supervisory position in the Police Department. This position shall be fourth in command, and shall be appointed by the Mayor with the advice and consent of the Board of Trustees, and with input from the Chief of Police.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2025-O-024**

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE III CHAPTER 33 OF
THE TINLEY PARK VILLAGE CODE ENTITLED “POLICE DEPARTMENT”
PERTAINING TO THE CREATION OF THE POSITION OF POLICE LIEUTENANT**

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

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

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

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

ORDINANCE NO. 2025-O-024

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE III CHAPTER 33 OF
THE TINLEY PARK VILLAGE CODE ENTITLED “POLICE DEPARTMENT”
PERTAINING TO THE CREATION OF THE POSITION OF POLICE LIEUTENANT**

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

WHEREAS, the President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village and its residents to amend certain Sections of Title III Chapter 33 entitled “Police Department” pertaining to the creation of the position of Police Lieutenant; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

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

Section 2: That Title III Chapter 33 is hereby amended to create a new Section 33.05 and shall be added to read as follows:

33.05 POLICE LIEUTENANT

- A. There is hereby created the position of Police Lieutenant, a supervisory office of the Village Police Department.
- B. The Police Lieutenant(s) shall be fourth in command of the Police Department and shall perform such administrative and supervisory functions as shall be assigned by the Chief of Police, the Deputy Chief of Police, and/or the Police Commander(s).
- C. The Police Lieutenant(s) shall be appointed by the Mayor with the advice and consent of the Board of Trustees, and with input from the Chief of Police.
- D. The Police Lieutenant(s) shall receive such compensation as the Board of Trustees shall fix from time to time.

Section 3: That all Sections of Title III Chapter 33 following the newly created Section 33.05 shall be renumbered accordingly.

Section 4: That former Sections 33.05 (A) and (B) or new Sections 33.06 (A) and (B) after renumbering shall be amended to be read in their entirety as follows:

~~33.05~~ 33.06 APPOINTMENTS, PROMOTIONS, AND DISMISSALS

(A) All appointments to, and promotions within the Police Department other than those of Chief of Police, Deputy Chief of Police, Police Commander, and Police Lieutenant shall be made by the Civil Service Commission.

(B) No member of the Police Department, except the Chief, Deputy Chief, Police Commander, and Police Lieutenant shall be dismissed until after a hearing by the Civil Service Commission.

(C) Notwithstanding any other provision of this code or any policy of any Board or Commission of the village, no officer shall be appointed to the Police Department unless the appointee is at least 21 years of age and has met one of the following requirements:

(1) Has a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree from a four-year college or university.

(2) Has an Associate's (A.A.) degree or 60 hours of college credit with at least a "C" average (or its equivalent) and with an emphasis, in either case, being placed on course work in the criminal justice field; or

(3) Is a high school graduate with at least two years' satisfactory experience as a certified/sworn law enforcement officer in the state.

(4) If, at the time of appointment, an existing reserve police officer with the village, pursuant to § 33.20 of the Village Code, has been a reserve police officer with the village for a minimum of four years, and also must meet the minimum training requirements for full-time police officers established by the State of Illinois.

(5) For the 1993 test only, is a member in good standing in a reserve police officer program in an Illinois municipality, provided that such reserve officer program includes training and education for a minimum of 480 hours, including training and education at least equal to the time indicated in the attachment to Ordinance 93-0-059, passed 8-3-93 for specific subjects. Each applicant who is a reserve officer and otherwise does not meet the educational and/or the experience requirements set forth above in division (C)(1), (2), and (3) of this section shall provide satisfactory evidence to the Chief of Police that such training and education has been completed satisfactorily under the reserve officer's training program in the municipality in which the applicant is a reserve officer.

(D) Notwithstanding any other provisions of this Code or any policy, rule or regulation of any Board or Commission of the village, all examinations for promotion to the rank of the Police

Sergeant Classification A-4 shall be competitive among such members of the next lower rank, Patrol Officer Classification A-2, who have as of the date established for the commencement of the examination, not less than five years of experience as a full-time Patrol Officer for the village.

Section 5: That the Table of Contents Title III Chapter 33 “Police Department” should be amended as follows:

Police Department

33.01 Establishment; composition; residency

33.02 Chief of Police

33.03 Deputy Chief of Police

33.04 Police Commander

33.05 Police Lieutenant

33.056 Appointments, promotions, and dismissals

33.067 Powers and duties

33.078 Rules and regulations incorporated by reference

33.089 Witness fees

Section 56: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby superseded by the Ordinance while in effect.

Section 67: That this Ordinance shall be in full force and effect from and after its adoption and approval.

Section 78: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 6th day of August, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS 6th day of August, 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-024, “AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE III CHAPTER 33 OF THE TINLEY PARK VILLAGE CODE ENTITLED “POLICE DEPARTMENT” PERTAINING TO THE CREATION OF THE POSITION OF POLICE LIEUTENANT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park of August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK



Interoffice Memo

Date: August 6, 2025
To: Village Board
From: Anthony Ardolino, Director of Information Technology
Cc: Patrick Carr, Village Manager, Hannah Lipman, Assistant Village Manager/Interim Finance Director

Subject: Annual maintenance renewal 911 dispatch software (CAD)

The Village's 911 Communications Center relies on the ONESolution software suite from Central Square Technologies to support critical public safety operations. This system facilitates the dispatch of police, fire, and EMS services, enables communication with field personnel, and manages the tracking and recording of emergency calls and related data.

The annual renewal covers continued use of ONESolution for the 911 dispatch center, the Police Department's records management system, and associated data integrations essential to daily operations.

Central Square Technologies (formerly Superion) is the sole source provider for this software and its maintenance. As such, a competitive bidding or quotation process is not applicable.

The proposed renewal cost is \$163,595.97 and covers the period from August 8, 2025, through August 31, 2026.

Funding is budgeted in the approved FY26 operating budget via the account 01-21-210-72655

Renewal Order #: Q-218754
Start Date: August 8, 2025
End Date: August 31, 2026
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
Anthony Ardolino, IT Director
Tinley Park Police Department
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5086

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	JMS-MS DISPLAY Annual Maintenance Fee	1	1,918.52 USD
2.	NaviLine State Connect Interface Annual Subscription Fee	1	0.00 USD
3.	Neverfail Virtual Enterprise Bundle Up to 5 VMS Annual Maintenance Fee	1	2,498.40 USD
4.	Neverfail Virtual Enterprise Bundle Up to 5 VMS Annual Maintenance Fee	1	9,993.60 USD
5.	ONESolution Accident Annual Maintenance Fee	1	332.51 USD
6.	ONESolution Accident Wizard Annual Maintenance Fee	40	1,943.60 USD
7.	ONESolution Animal Control Annual Maintenance Fee	1	972.04 USD
8.	ONESolution CAD Client AVL License Annual Maintenance Fee	6	2,302.26 USD
9.	ONESolution CAD Console License Annual Maintenance Fee	2	1,896.12 USD
10.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	5	2,429.95 USD
11.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	1,336.53 USD
12.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	6	1,726.56 USD
13.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	1,406.91 USD
14.	ONESolution CAD to CryWolf Interface Annual Maintenance Fee	1	1,918.52 USD

15.	ONESolution Calls For Service Annual Maintenance Fee	1	204.60 USD
16.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	16,901.97 USD
17.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	3,632.34 USD
18.	ONESolution Dashboard Annual Maintenance Fee	1	1,278.98 USD
19.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	1,304.54 USD
20.	ONESolution E911 Interface Annual Maintenance Fee	1	1,336.53 USD
21.	ONESolution Freedom Premium Annual Maintenance Fee	1	127.33 USD
22.	OneSolution Freedom Premium Annual Subscription Fee	5	912.30 USD
23.	ONESolution Link Analysis Annual Maintenance Fee	1	3,632.34 USD
24.	ONESolution Map Converter Software Annual Maintenance Fee	1	1,007.21 USD
25.	ONESolution MCT Client AVL License Annual Maintenance Fee	3	72.77 USD
26.	ONESolution MCT Client AVL License Annual Maintenance Fee	10	243.09 USD
27.	ONESolution MCT Client AVL License Annual Maintenance Fee	45	1,151.10 USD
28.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	6,727.53 USD
29.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	31	1,585.96 USD
30.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	45	8,058.15 USD
31.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	3	582.13 USD
32.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	10	1,944.81 USD
33.	ONESolution MCT Client-MAPS Annual Maintenance Fee	45	1,151.10 USD
34.	ONESolution MCT to ACS FIREHOUSE Interface	1	2,273.00 USD
35.	ONESolution MFR Client Annual Maintenance Fee	10	1,944.81 USD
36.	ONESolution MFR Client Annual Maintenance Fee	35	7,161.00 USD
37.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	35	3,581.55 USD

38.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	10	972.42 USD
39.	ONESolution MFR Client-Arrest Annual Maintenance Fee	35	2,685.55 USD
40.	ONESolution MFR Client-Arrest Annual Maintenance Fee	10	729.31 USD
41.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	1	204.61 USD
42.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	35	1,790.60 USD
43.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	10	486.21 USD
44.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	10	1,023.30 USD
45.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	35	1,790.60 USD
46.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	10	486.21 USD
47.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	4,988.11 USD
48.	ONESolution Mobile Server Software Annual Maintenance Fee	1	5,857.82 USD
49.	ONESolution NEXTGEN 911 Interface	1	2,800.33 USD
50.	ONESolution Notification Annual Maintenance Fee	1	1,585.96 USD
51.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	5,116.00 USD
52.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	5,116.00 USD
53.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
54.	ONESolution Problem-Oriented Policing Annual Maintenance Fee	1	1,074.34 USD
55.	ONESolution Professional Standards Annual Maintenance Fee	1	3,223.08 USD
56.	ONESolution Property & Evidence Annual Maintenance Fee	1	716.23 USD
57.	ONESolution PS Dev & Maint Annual Maintenance Fee	1	3,836.99 USD
58.	ONESolution Racial Profiling Annual Maintenance Fee	5	638.95 USD
59.	ONESolution Records Management System Annual Maintenance Fee	1	9,387.85 USD
60.	ONESolution Residential Security Watch Annual Maintenance Fee	1	204.61 USD
61.	ONESolution Rip & Run Printing/Faxing Annual Maintenance	1	1,336.53 USD

Fee			
62.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	25	1,214.75 USD
63.	ONESolution RMS Training Module Annual Maintenance Fee	1	303.70 USD
64.	ONESolution Sex Offender Annual Maintenance Fee	1	1,944.05 USD
65.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	3,274.22 USD
66.	ONESolution US Digital Designs Communications Gateway Annual Maintenance Fee	1	1,406.88 USD
67.	Rapid Portal Annual Maintenance Fee	1	1,910.10 USD
Total:			163,644.54 USD
Discount Total:			48.57 USD
Renewal Order Total:			163,595.97 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-098**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND CENTRAL SQUARE FOR 911 SOFTWARE ANNUAL RENEWAL**

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

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

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

RESOLUTION NO. 2025-R-098

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CENTRAL SQUARE FOR 911 SOFTWARE ANNUAL RENEWAL

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 Central Square, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH CENTRAL SQUARE FOR 911 SOFTWARE ANNUAL RENEWAL

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-098, “A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CENTRAL SQUARE FOR 911 SOFTWARE ANNUAL RENEWAL,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK



Interoffice Memo

Date: July 10, 2025
To: John Urbanski, Public Works Director
From: Kyle Vester, PE – Village Engineer
Subject: Brookside Creek Stormwater Improvements Construction – Contract Award

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

Scope of Work: The Village entered into a Development Agreement for the Brookside Creek Retail Center at the January 21, 2025 Village Board meeting. This agreement included provisions for the Village to take on Engineering and Construction for portions of the onsite stormwater basins and off-site road and infrastructure improvements. The contract for discussion is for the construction of the on-site Stormwater Improvements outlined in the Development Agreement.

Background: The construction was bid out in May 2025 with the bid opening on May 21, 2025. The Village Board rejected the bids at the June 3, 2025 Board Meeting as recommended by Staff. After further discussions, Staff recommended waiving of the bidding requirements and requested authority to negotiate with the lowest bidder (or other bidders should the lowest bidder decline). This was passed by the Village Board at the July 2, 2025 Board Meeting. Staff met with the lowest bidder, Alessio & Sons Company, and the Developer to discuss value engineering of the project. The attached proposal is for a not-to-exceed total price with potential credits if soil is acceptable to be placed at the former Tinley Mental Health Facility property.

Proposal Total	\$7,450,000
* Potential Deduct for Clay	(\$54,000)
** Potential Deduct for Organic Clay and Peat	(\$110,000)
Total less deducts	\$7,286,000

* Up to 12,000 cubic yards at \$4.50/cy

** Up to 22,000 cubic yards at \$5.00/cy

Recommendation: Staff recommends approving the proposal with Alessio & Sons Company for construction of the Brookside Creek Stormwater Improvements including potential deduct for excavated soils accepted by the Tinley Park - Park District.

Budget / Finance: Funding is budgeted for in the FY26 Budget in the amount of \$10,000,000 (including road improvements).

Staff Direction Request:

1. Approve proposal and award a not to exceed contract to Alessio & Sons Company, Lombard, IL, in the amount of \$7,450,000.
2. Direct Staff as necessary.

Attachment:

1. Proposal from Alessio & Sons received July 9, 2025.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-090**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND ALESSIO & SONS COMPANY FOR BROOKSIDE CREEK STORMWATER
IMPROVEMENTS - CONSTRUCTION**

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

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

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

RESOLUTION NO. 2025-R-090

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND ALESSIO & SONS COMPANY FOR BROOKSIDE CREEK STORMWATER
IMPROVEMENTS - CONSTRUCTION**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Alessio & Sons Company, 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 6th day of August, 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6th day of August, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A CONTRACT WITH ALESSIO & SONS COMPANY FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-090, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ALESSIO & SONS COMPANY FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2025.

VILLAGE CLERK

Village of Tinley Park

SERVICE CONTRACT

BROOKSIDE CREEK RETAIL CENTER STORMWATER IMPROVEMENTS

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **ALESSIO AND SONS COMPANY** (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 **SEVEN MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO Cents (\$7,450,000.00)**. 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 Joseph Alessio, as Secretary and on behalf
(Name) (Title)
of Alessio's Sons Company 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:

IL Sept 8 1969

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

Describe supporting documentation attached: Articials of Incorporation

Federal Employer I.D. #: 36-269 0476

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
N/A				

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

N/A

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

JA 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.

JA 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.

JA Form C: Additional Information (if required)

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

____ Illinois Department of Revenue registration

____ Illinois Department of Employment Security registration

____ Standards of Apprenticeship/Apprentice Agreements

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

____ Written Safety Policy Statement signed by company representative

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

____ Workers' Compensation Coverage

____ Professional or Trade Licenses

Eligibility to Contract:

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

Alessio & Sons Company
Name of Contractor (please print)

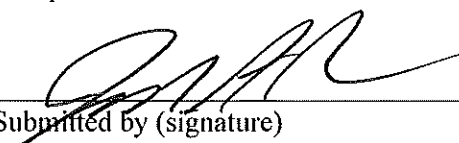
[Signature]
Submitted by (signature)

Secretary
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.

Alessio's Sons Company
Name of Contractor (please print)


Submitted by (signature)

Secretary
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.

Alessio's Sons Company
Name of Contractor (please print)

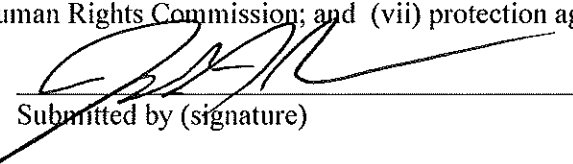

Submitted by (signature)

Secretary
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.

Alessio's Sons Company
Name of Contractor (please print)


Submitted by (signature)

Secretary
Title

CONTRACTOR

BY:

~~Name~~

Date _____

Joseph Alessio
Printed Name

Secretary
Title

VILLAGE OF TINLEY PARK

BY:

Michael W. Glotz, Village President
(required if Contract is \$25,000 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 **Stormwater Improvements** as outlined in the bidding documents and proposal from **Alessio & Sons Company**.

EXHIBIT B:

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

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

FORM A:

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

Name	Address	Work to be Performed
McGinty Bros. Inc.	3744 Cuba Road, Long Grove, IL	Landscaping
Homer Tree Service, Inc.	16464 W 143 rd St., Lockport, IL	Tree Removal
Schubert & Son Concrete, Inc.	1976 Sheffield Lane, Wheaton, IL	Cast-in-Place Concrete
AAA Silt Fence	400 E. Wapella St, Minooka, IL	Erosion Control
J. Ave Hauling, Inc.	16430 New Ave, Lemont, IL	Trucking

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.

[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
Rich Township High School Stadium Renovation and New Field House 2020/21	Kristen Henneman – Pepper Construction Company 847-381-2760	\$1,400,000 \$2,675,000	J Ave Development Prairie Materials
Hinsdale HS District Hinsdale Central HS New Theater Building and Campus Exp. 2020/21	Jarlath Lynch – Pepper Construction Company 847-381-2760	\$1,015,000 \$1,393,000	J Ave Development Vulcan Materials Co.
Berkeley School District New Sunnyside Elementary School 2021/22	Jeremy Roling - Gilbane Building Company 312-614-4100	\$2,274,000 \$2,279,000	J Ave Development Material Service Welch Brothers MidAmerica Water
Cary Grove Park District Cary Grove Aquatic Center 2021/22	Greg Bohlin – Lamp Inc. 847-741-7220	\$1,306,000 \$1,440,000	N/A
Oak Park Riverforest High School New Athletic Building 2024- 25	Jeremy Roling - Gilbane Building Company 312-614-4100	\$5,623,000 \$5,782,000	J Ave Development Stalworth Underground

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
NONE			

ITEM	DESCRIPTION	ENGINEER'S QUANTITY	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	CLEARNG AND GRUBBING		1	LUMP SUM		
2	TREE REMOVAL, ACRES		2	ACRE		
3	TEMPORARY CONSTRUCTION ENTRANCE		1	EA		
4	PERIMETER EROSION BARRIER		3,650	LF		
5	INLET & PIPE PROTECTION		11	EA		
6	TOPSOIL RESPREAD (6")	21,700		CY		
7	EROSION CONTROL BLANKET (NAG DS-75)		54,300	SY		
8	EMERGENT WETLAND SEED MIX		46,100	SY		
9	STORMWATER SEED MIX		54,500	SY		
10	ECONOMY PRAIRIE SEED MIX		27,900	SY		
11	EXCESS TOPSOIL - EXPORT OFFSITE	14,300		CY		
12	MOBILIZATION		1	LUMP SUM		
13	CONSTRUCTION LAYOUT		1	LUMP SUM		
14	RECORD DRAWINGS		1	LUMP SUM		
DETENTION BASIN 1						
15	TOPSOIL STRIPPING AND STOCKPILING	4,601		CY		
16	EXCAVATION AND EMBANKMENT	752		CY		
17	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	15,167		CY		
DETENTION BASIN 2						
18	TOPSOIL STRIPPING AND STOCKPILING	3,558		CY		
19	EXCAVATION AND EMBANKMENT	504		CY		
20	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	17,918		CY		
DETENTION BASIN 3/EAST COMPENSATORY STORAGE BASIN						
21	TOPSOIL STRIPPING AND STOCKPILING	1,223		CY		
22	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	17,448		CY		
SOUTH COMPENSATORY STORAGE BASIN						
23	TOPSOIL STRIPPING AND STOCKPILING	9,466		CY		
24	EXCAVATION AND EMBANKMENT	856		CY		
25	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	48,490		CY		
WEST COMPENSATORY STORAGE BASIN						
26	TOPSOIL STRIPPING AND STOCKPILING	17,169		CY		
27	EXCAVATION AND EMBANKMENT	2,980		CY		
28	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	217,083		CY		

ITEM	DESCRIPTION	ENGINEER'S QUANTITY	QUANTITY	UNIT	UNIT PRICE	EXTENSION
STORM SEWER IMPROVEMENTS						
1	STORM SEWER, 12" RCP		318	LF		
2	PRECAST CONCRETE FLARED END SECTION W/GRATE, 12"		2	EA		
3	4'-0" DIAMETER MANHOLE		1	EACH		
4	PRECAST CONCRETE BOX CULVERT, 2' x 6'		1,250	LF		
5	PRECAST CONCRETE BOX CULVERT END SECTION		7	EACH		
6	CONCRETE BOX CULVERT END SECTION CIPES- DCB-PSSP-ZS		1	EACH		
7	SERIES TF-1 OR TF-2 CHECK VALVE W MOUNT PLATE (BACKFLOW PREVENTER)		2	EA		
8	CONCRETE OVERFLOW GRATE STRUCTURE, 5' x 40'		1	EACH		
9	STONE RIP RAP		380	SY		
BIDDER'S TOTAL PROPOSAL FOR COMPLETING THE BID PACKAGE IMPROVEMENTS:						\$7,450,000.00

Guaranteed Maximum Price Lump sum proposal to complete Stormwater Management Improvements for Brookside Creek Retail Center, based on Manhard Consulting drawings dated 05-12-25 and specifications dated April 18, 2025 including Addendums #1, #2 and #3, in conjunction with Manahard Consulting drawings for Brookside Creek Retail Center dated 5-12-25. Lump sum price is based on the acceptance

Unit Prices for credits to contract for Tinley Park furnished dump site.			
Haul and stockpile clay material to Tinley Park site at 183rd and Harlem	Possible Quantity	Unit Price	Unit Price
	12,000 CY	\$4.50/CY	\$49.50/Load
Haul and stockpile organic clay/peat material to Tinley Park furnished site at 183rd and Harlem	22,000 CY	\$5.00/CY	\$55.00/Load
Deduct will be based on actual quantities brought to Tinley Park furnished site.			