

NOTICE - VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, February 4, 2025, beginning at 5:45 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 21, 2025.
4. DISCUSS A CLASS AV-1 LIQUOR LICENSE FOR DURBIN'S, HARMONY SQUARE, 17327 OAK PARK AVENUE.
5. DISCUSS MEMBERSHIP RENEWAL FOR SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION (SMMMA).
6. DISCUSS AGREEMENT WITH CITY ESCAPE GARDEN & DESIGN, LLC FOR CODE VIOLATION ABATEMENT – LAWN MAINTENANCE.
7. DISCUSS CONTRACT WITH JETCO, LTD FOR POST 11 ELEVATED TOWER REHABILITATION.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
January 21, 2025 – 5:45 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 5:49 p.m. President Glotz called the regular meeting of the Committee of the Whole to order.

Item #2 - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: M. Glotz, Village President
N. O'Connor, Village Clerk
W. Brady, Village Trustee
W. Brennan, Village Trustee
M. Mueller, Village Trustee
K. Shaw, Village Trustee
C. Sullivan, Village Trustee

Members Absent: D. Mahoney, Village Trustee

Staff Present: P. Carr, Village Manager
H. Lipman, Assistant Village Manager/Interim Assistant Finance Director
T. Tilton, Interim Police Chief
S. Klotz, Fire Chief
D. Ritter, Community Development Director
K. Vester, Village Engineer
D. Framke, Marketing Director
L. Galovich, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD JANUARY 7, 2025 – Motion was made by Trustee Brennan, seconded by Trustee Sullivan to approve the minutes of the Committee of the Whole meeting held on January 7, 2025. Vote by roll call. Ayes: Brady, Brennan, Mueller, Shaw, Sullivan. Nays: None. Absent: Mahoney. President Glotz declared the motion carried.

Item #4 – DISCUSS ANNEXATION OF 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER – The Petitioner, Tinley Park Land Dev LLC (Petitioner/Property Owner), applied for annexation and zoning entitlements in July of 2024. The development is over a ±71.9-acre space, of which ±55-acres is required to be annexed. The proposed Annexation Agreement dictates the development requirements for the entirety of the development area. The Petitioner met with neighboring residents on December 10, 2024, to discuss concerns.

President Glotz asked if members of the Committee had any questions or comments. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mueller to recommend the Annexation of 7551 191st Street, Brookside Creek Retail Center be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mueller, Shaw, Sullivan. Nays: None. Absent: Mahoney. President Glotz declared the motion carried.

Item #5 – DISCUSS ANNEXATION AGREEMENT FOR 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER – The property at 7551 191st Street has been petitioned to be annexed into the Village by GSP Development Inc, on behalf of the owner, Tinley Park Land Dev LLC. Corresponding requests that include Rezoning to B-3, Special Use for a PUD, and Plat approvals. Public Hearings were held on January 7 and 21, 2025.

President Glotz asked if members of the Committee had any questions comments. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mueller to recommend an Annexation Agreement for 7551 191st Street, Brookside Creek Retail Center be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mueller, Shaw, Sullivan. Nays: None. Absent: Mahoney. President Glotz declared the motion carried.

Item #6 – DISCUSS INTERGOVERNMENTAL AGREEMENT WITH CONSOLIDATED HIGH SCHOOL DISTRICT 230 REGARDING ACCESS TO DIGITAL SECURITY CAMERAS – This agreement will allow Village access to the interior and exterior security cameras at High School District 230.

President Glotz asked if members of the Committee had any questions or comments. Trustee Shaw asked what the response time would be for the Police Department to receive access. Police Chief Tilton stated it is instant access under certain circumstances. Motion was made by Trustee Brady, seconded by Trustee Brennan to recommend an Intergovernmental Agreement with Consolidated High School District 230 regarding access to digital security cameras be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mueller, Shaw, Sullivan. Nays: None. Absent: Mahoney. President Glotz declared the motion carried.

Item #7 – DISCUSS PROPOSAL FROM THE RETAIL COACH TO PROVIDE RETAIL RECRUITMENT AND DEVELOPMENT STRATEGY SERVICES FOR THE 191ST STREET AND HARLEM AVENUE CORRIDOR – The Retail Coach will identify, and recruit retailers for the 191st Street and Harlem Avenue corridor. The 12-month contract term with The Retail Coach is in the amount of \$40,000. Funding is available in the Fiscal Year 2025 budget.

President Glotz asked if members of the Committee had any questions or comments. Trustee Sullivan stated that this contract is a good fit for the Village. Motion was made by Trustee Sullivan, seconded by Trustee Mueller to recommend the proposal from The Retail Coach to provide Retail Recruitment and Development Strategy Services for the 191st Street and Harlem Avenue Corridor be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mueller, Shaw, Sullivan. Nays: None. Absent: Mahoney. President Glotz declared the motion carried.

Item #8 – DISCUSS OVERNIGHT PARKING POLICY – President Glotz initiated a discussion with the Board regarding the overnight parking policy. He would like to revisit this policy, which began many years ago. After discussion it was the consensus of the Board to direct staff to research updating this policy and recommend what could work best for the Village.

Item #9 – RECEIVE COMMENTS FROM THE PUBLIC – President Glotz asked if there were any comments from the public. There were none.

Motion was made by Trustee Sullivan, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Mueller, Shaw, Sullivan. Nays: None. Absent: Mahoney. President Glotz declared the meeting adjourned at 6:33 p.m.



Interoffice Memo

Date: February 4, 2025
To: Village Board of Trustees
From: Allison Tugend, Senior Finance Clerk
Subject: Durbin's of Tinley, Inc. at 17327 Oak Park Avenue – Class AV-1 License

The petitioner has approached the Mayor's Office seeking a Class AV-1 license for a planned establishment at 17327 Oak Park Avenue. A Class AV-1 license authorizes the retail sale of alcoholic liquor by the drink only on the premises designated therein for consumption on such premises or the retail sale of alcoholic liquor to be consumed off the premises, provided that such alcoholic liquor shall at the time it leaves the premises be sealed in its original container. Holders of a Class AV-1 license shall be allowed to have extended hours pursuant to § 112.21 .

Durbins blends their passion for making delicious food with extensive knowledge of cuisine to create authentic and classic dishes for your enjoyment. They use the freshest, locally-sourced ingredients and promise to give your taste buds something to be excited about.

They currently have a Tinley Park express location at 18260 Oak Park Avenue and are looking to serve the community in Harmony Square.

<https://durbinspizza.com/>





Interoffice Memo

Date: February 4, 2025

To: Committee of the Whole

From: Pat Carr, Village Manager

Subject: South Suburban Mayors and Managers Association Renewal

We would like to discuss with the Committee the renewal of our membership dues, in the amount of \$30,416.00, to South Suburban Mayors and Managers Association (SSMMA). SSMMA works with local, state and federal government to secure resources, spur investment and economic growth, and rebuild infrastructure.

In the past, SSMMA has been instrumental in helping us secure funds for Village capital projects and has kept us informed of available grant opportunities and upcoming legislation.



Interoffice Memo

Date: January 28, 2025

To: Village Board

From: Anne Mitchell, Management Analyst

Subject: Agreement with City Escape Garden & Design, LLC for Code Violation Abatement - Lawn Maintenance

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

Background:

The Village of Tinley Park launched a RFP for lawn maintenance vendors providing lawn maintenance, debris disposal, and other general property violations for neglected properties within the Village of Tinley Park. The RFP was advertised on August 9th, 2024, in accordance with state bidding laws; four (4) sealed proposals were received by the deadline of September 3rd, 2024 at 10:30 am and recorded by the Village Clerk's Office. From these four (4) proposals, one (1) vendor met the qualification criteria, which was City Escape Garden & Design, LLC.

Staff is recommending that we approve a contract with City Escape Garden & Design, LLC who rated very high on the scoring for this RFP and have provided consistent, high quality services to the Village in 2024. The contract would last from the adoption of the Resolution attached to this memo until December 31st, 2027.

Budgeting/Finance:

Funding is available in the FY25 and will be budgeted in the FY26 Budget.

Current Funds Available for FY25: \$34,995.50 (as of 1/6/2025)

Anticipated Budget Available in FY26: \$100,000

Staff Direction Request:

Approve the service contract with City Escape Garden and Design, LLC for lawn maintenance services.



Interoffice Memo

Date: January 28, 2025

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Post 11 (17805 Cloverview Drive) Water Tower Rehabilitation Construction

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

Description: The Village is seeking water tank contractors for the rehabilitation of Post 11 Water Tower via the formal bid process.

Background: The water tower located at 17805 Cloverview has needed to be rehabilitated for many years. The paint on the tower is faded and/or peeling, there is visible rust in multiple areas, and the tower is no longer in compliance with IEPA and OSHA standards. The rehab project will bring the tower up to current standards set by both OSHA and IEPA. The inside and outside of the tower will be cleaned, sandblasted, and coated with a multi-step painting process. The new process is expected to last up to 40 years before the coating shows signs of failure. The following bids were received at the public bid opening held on January 23, 2025 with Clerks Office, Water & Sewer Superintendent, and consulting engineering present:

<u>Contractor:</u>	<u>Location:</u>	<u>Bid:</u>
Jetco, LTD.	Wauconda, IL	\$1,357,883
Era Valdivia	Chicago, IL	1,479,678
Tecorp, INC.	Joliet, IL	2,437,100
Neumann Painting	Merrillan, WI	2,458,100

Budget/ Finance: Funding in the amount of \$1,357,883 is available for use in the FY2025 budget through the procured bond. Project is approximately \$885,000 under the budgeted amount.

Staff Direction Request: Approve a service contract with JetCo, LTD. in the amount of \$1,357,883.

Attachments:

1. Bid Tab
2. Letter of Recommendation
3. Service Contract

VILLAGE OF TINLEY PARK
REHABILITATION OF THE 1,000,000 GALLON HYDROPILLAR HIGH TANK
CBBEL PROJECT NO. 160373.00040
BID TABULATION 01/23/25

				ENGINEER'S ESTIMATE		JETCO, LTD.		ERA-VALDIVIA CONTRACTORS, INC.		TECORP, INC.		NEUMANN CO. CONTRACTORS	
Item No.	Description	Unit	Quantity	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
05 50 00/01	Continuous Seam Weld Repairs	LIN FT	300	\$ 55.00	\$ 16,500.00	\$ 31.00	\$ 9,300.00	\$ 15.00	\$ 4,500.00	\$ 50.00	\$ 15,000.00	\$ 320.00	\$ 96,000.00
05 50 00/02	Interior Pit Weld Repairs	EACH	200	\$ 50.00	\$ 10,000.00	\$ 31.00	\$ 6,200.00	\$ 10.00	\$ 2,000.00	\$ 50.00	\$ 10,000.00	\$ 76.50	\$ 15,300.00
05 50 00/03	Roof Pin Hole Weld Repairs	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 3,090.00	\$ 3,090.00	\$ 4,000.00	\$ 4,000.00	\$ 200.00	\$ 200.00	\$ 5,800.00	\$ 5,800.00
05 50 00/04	Roof, Roof Channel, Overlapping Plates, Stiffener and Transition Repairs	LSUM	1	\$ 38,000.00	\$ 38,000.00	\$ 10,712.00	\$ 10,712.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 38,800.00	\$ 38,800.00
05 50 00/05	Install New Safety Grabs	LSUM	1	\$ 500.00	\$ 500.00	\$ 824.00	\$ 824.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
05 50 00/06	Remove and Reweld Obsolete Cable Penetrations	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 2,060.00	\$ 2,060.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00	\$ 7,900.00	\$ 7,900.00
05 50 00/07	Remove Obsolete Brackets	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,060.00	\$ 2,060.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,600.00	\$ 7,600.00
05 52 13/01	Remove and Replace Existing Roof Vent and Screening	LSUM	1	\$ 12,000.00	\$ 12,000.00	\$ 8,137.00	\$ 8,137.00	\$ 15,000.00	\$ 15,000.00	\$ 16,200.00	\$ 16,200.00	\$ 8,400.00	\$ 8,400.00
05 52 13/02	Install New Glide Type Safety Climb Device on Proposed Interior Dry Ladder and Wet Interior Ladder	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 14,253.00	\$ 14,253.00	\$ 7,000.00	\$ 7,000.00	\$ 13,000.00	\$ 13,000.00	\$ 25,600.00	\$ 25,600.00
05 52 13/03	Remove and Replace Existing Roof Hatches	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 6,180.00	\$ 6,180.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 19,900.00	\$ 19,900.00
05 52 13/04	Install New 30'-0" Dia. OSHA Compliant Painter's Rail	LSUM	1	\$ 55,000.00	\$ 55,000.00	\$ 24,926.00	\$ 24,926.00	\$ 38,000.00	\$ 38,000.00	\$ 48,000.00	\$ 48,000.00	\$ 33,300.00	\$ 33,300.00
05 52 13/05	Concrete Repairs	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 13,800.00	\$ 13,800.00
05 52 13/06	Remove and Replace Existing Fill/Riser Piping Insulation	LSUM	1	\$ 12,000.00	\$ 12,000.00		\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 27,800.00	\$ 27,800.00
09 91 13/01	Interior Wet Surfaces; all surface preparation, priming and painting	LSUM	1	\$ 500,000.00	\$ 500,000.00	\$ 380,738.00	\$ 380,738.00	\$ 310,000.00	\$ 310,000.00	\$ 585,000.00	\$ 585,000.00	\$ 541,500.00	\$ 541,500.00
09 91 13/02	Spot Prep, Prime and Paint Interior Dry Surfaces and Platforms	LSUM	1	\$ 75,000.00	\$ 75,000.00	\$ 48,260.00	\$ 48,260.00	\$ 70,000.00	\$ 70,000.00	\$ 130,000.00	\$ 130,000.00	\$ 136,400.00	\$ 136,400.00
09 91 13/03	Exterior Surfaces; all surface preparation, priming and painting	LSUM	1	\$ 400,000.00	\$ 400,000.00	\$ 449,029.00	\$ 449,029.00	\$ 608,764.00	\$ 608,764.00	\$ 1,083,000.00	\$ 1,083,000.00	\$ 779,000.00	\$ 779,000.00
09 91 13/04	Full Containment as required	LSUM	1	\$ 150,000.00	\$ 150,000.00	\$ 102,000.00	\$ 102,000.00	\$ 120,000.00	\$ 120,000.00	\$ 250,000.00	\$ 250,000.00	\$ 331,600.00	\$ 331,600.00
09 91 13/05	Proper and Legal Disposal of Paint Chips/Flakes and Other Debris	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 34,608.00	\$ 34,608.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
11 20 00/01	Water Supply and Treatment Equipment	LSUM	1	\$ 32,000.00	\$ 32,000.00	\$ 40,239.00	\$ 40,239.00	\$ 48,000.00	\$ 48,000.00	\$ 22,000.00	\$ 22,000.00	\$ 63,900.00	\$ 63,900.00
26 42 00/01	Cathodic Protection	LSUM	1	\$ 29,000.00	\$ 29,000.00	\$ 43,209.00	\$ 43,209.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 55,800.00	\$ 55,800.00
26 42 00/02	Service Agreement	LSUM	1	\$ 2,500.00	\$ 2,500.00	\$ 989.00	\$ 989.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
26 56 00/01	Replace All Interior Platform, Ladder and Dry Riser Lighting and Receptacles	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 16,995.00	\$ 16,995.00	\$ 20,414.00	\$ 20,414.00	\$ 25,000.00	\$ 25,000.00	\$ 20,300.00	\$ 20,300.00
26 56 00/02	Remove and Install New Aviation Light, Complete in Place	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 2,349.00	\$ 2,349.00	\$ 16,000.00	\$ 16,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,300.00	\$ 2,300.00
27 51 25/01	Modifications to Existing SCADA System	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 66,728.00	\$ 66,728.00	\$ 28,000.00	\$ 28,000.00	\$ 25,000.00	\$ 25,000.00	\$ 79,500.00	\$ 79,500.00
33 05 50/01	Remove and Replace Existing 16" Expansion Coupling	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 7,497.00	\$ 7,497.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 42,900.00	\$ 42,900.00
*	Miscellaneous Additions to Project at Owner's Discretion	LSUM	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
TOTAL BASE BID				\$ 1,620,500.00			\$ 1,357,883.00		\$ 1,479,678.00		\$ 2,437,100.00		\$ 2,458,100.00

As corrected by CBBEL - Cost of insulation included in unit price for Line Item 09 91 13/02 "Spot Prep, Prime and Paint Interior Dry Surfaces and Platforms"



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 24, 2025

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

Attention: Mr. Joe Fitzpatrick
Water and Sewer Superintendent

Subject: Rehabilitation of the 1,000,000 Gallon Hydropillar High Tank
Village of Tinley Park
Evaluation of Bid Proposals
(CBBEL Project No. 01.R160373.00040)

Dear Mr. Fitzpatrick:

Four bids for the Rehabilitation of the 1,000,000 Gallon Hydropillar High Tank project were received and opened at Village Hall on January 23, 2025 at 11:00 a.m. Christopher B Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposals is contained herein.

EVALUATION OF BID PROPOSALS

The Base Bid proposals range from \$1,357,883.00 to \$2,458,100.00 as shown in the table below:

Contractor	Base Bid
Jetco, Ltd.	\$1,357,883.00*
Era-Valdivia	\$1,479,678.00
Tecorp, Inc.	\$2,437,100.00
Neumann Co. Cont., Inc.	\$2,458,100.00
<i>Engineer's Estimate</i>	<i>\$1,620,500.00</i>

* As Corrected by CBBEL

General Comments

- All Bidders provided the required bidding documents.

Jetco, Ltd.

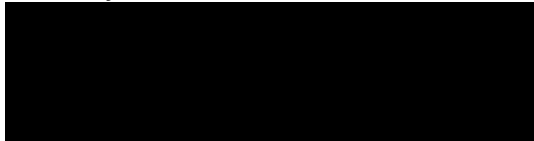
- This contractor (Jetco, Ltd.) was the apparent most responsive low bidder at the time of the bid opening and after the bids were opened. During the Bid Tabulation by CBBEL, Jetco, Ltd. did not enter a line item price for Line Item 05 52 13/06. I called the owner from Jetco, Ltd., Ken Brend, and he said that they included the cost of the insulation under Line Item 09 91 13/02. Therefore, there was no change in the overall bid price for the project.

RECOMMENDATIONS

Based on the above, the reference checks performed by CBBEL for previous performance on past projects and the several successful projects CBBEL has completed with Jetco, Ltd., including the Village of Orland Park's Tower 1 and Tower 8, CBBEL recommends that a contract be awarded for a total Bid Amount of \$1,357,883.00 to the lowest responsive bidder, Jetco, Ltd. which includes all bid items listed in the attached Bid Tabulation.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Senior Project Manager
Mechanical/Electrical Engineering Dept.

GAH/pjb

Encl.: As Noted

Cc: John Urbanski, Village of Tinley Park
Ken Howard, Village of Tinley Park
Alex Schaefer, CBBEL

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Village of Tinley Park

SERVICE CONTRACT

Rehabilitation of the 1,000,000 Gallon Hydropillar High Tank

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and JETCO, LTD. (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 Cents (\$1,357,883.00). 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.
ONE MILLION THREE HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY THREE AND 00/100
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 Kenneth Brend, as President and on behalf
(Name) (Title)
of Jetco, Ltd. having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

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

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

Illinois

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

Describe supporting documentation attached: Certificate of Good Standing attached

Federal Employer I.D. #: 36-2599147

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

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): MyTax Illinois Screenshot attached

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

Describe supporting documentation attached (if "No," explain): We lease our employees from a staffing company

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:
NOT APPLICABLE Yes ☐ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

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

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

Form C: Additional Information (if required)

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

Illinois Department of Revenue registration

NA 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

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

Workers' Compensation Coverage

NA Professional or Trade Licenses

Eligibility to Contract:

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

Jetco, Ltd.
Name of Contractor (please print)

[Signature]
Submitted by (Signature)

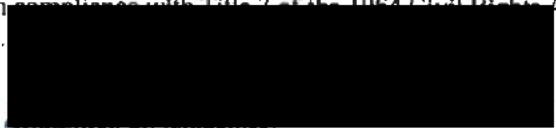
Kenneth Berend, President
Title

Certificate of Compliance with Illinois Human Rights Act:

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

Jetco, Ltd.

Name of Contractor (please print)


Submitted by (signature)

Kenneth Brend, President

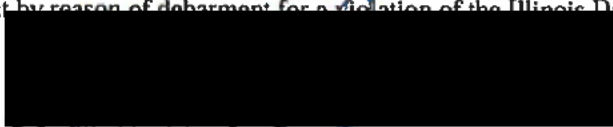
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act:

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

Jetco, Ltd.

Name of Contractor (please print)


Submitted by (signature)

Kenneth Brend, President

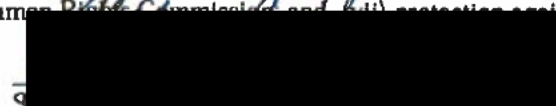
Title

Certificate Regarding Sexual Harassment Policy:

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

Jetco, Ltd.

Name of Contractor (please print)


Submitted by (signature)

Kenneth Brend, President

Title

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

The undersigned hereby certifies that:

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

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

Jetco, Ltd.

Name of Contractor (please print)

Kenneth Brend, President

Title


Submitted by (signature)

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

Jetco, Ltd.

Name of Contractor (please print)

Kenneth Brend, President

Title


Submitted by (signature)

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

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

Jetco, Ltd.

Name of Contractor (please print)

Kenneth Brend, President

Title


Submitted by (signature)

[Signature Page to Follow]

CONTRACTOR, Jetco, Ltd.

BY:

NAME

Kenneth Brend

Printed Name

President

Title



01/23/2025

Date _____

VILLAGE OF TINLEY PARK

BY:

Michael W. Glotz, Village President

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

Date _____

ATTEST

BY:

Village Clerk

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

Date _____

VILLAGE OF TINLEY PARK

BY:

Village Manager

Date _____

EXHIBIT A:

SCOPE OF SERVICES

The proposed Work consists of full blast of the existing interior wet coating system, application of new interior wet coating system, spot tool cleaning and application of new interior dry coating system where existing substrate has failed, full blast of exterior coating system, application of new exterior coating system, miscellaneous mechanical and electrical repairs, interior wet roof repairs and miscellaneous welding, and all incidental and collateral work necessary as specified in the Contract Documents for the REHABILITATION OF THE 1,000,000 GALLON HYDROPILLAR HIGH TANK prepared by Christopher B. Burke Engineering, Ltd.

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
Metropolitan Industries	37 Forestwood Dr. Romeoville, IL 60446	SCADA Integration
Greco Electric, Inc.	785 Oakwood Rd., Ste. S105, Lake Zurich, IL 60047	Electrical

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

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

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

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

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

Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
	E	Apprentice Painter	Y	Cook
	E	Apprentice Painter	Y	Cook
	E	Journeyman Painter	Y	McHenry
	E	Journeyman Painter	Y	McHenry
	E	Apprentice Painter	Y	Lake
	E	Journeyman Painter	Y	Will
	E	Journeyman Painter	Y	Cook
	E	Journeyman Painter	Y	Cook
	E	Journeyman Painter	Y	Cook
	E	Journeyman Painter	Y	Lake
	E	Apprentice Painter	Y	McHenry
	E	Journeyman Painter	Y	Cook
	E	Journeyman Painter	Y	Cook
	E	Journeyman Painter	Y	Will
	E	Journeyman Painter	Y	McHenry
	E	Journeyman Painter	Y	McHenry

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
Village of Orland Park Elevated Water Tanks #8 & #1 Rehabilitation 2024-25	Patrick McLaughlin 708.403.6350	\$2,850,311	Greco Electric
City of Northlake Rehab of 500,000 Gallon Legged High Tank and 1,000,000 Gallon Ground Stor- age Tank 2020-21	Anthony Faciano 708.562.0940	\$1,751,180/ \$1,632,937	Greco Electric
City of Sycamore 750,000 Gallon Toroellipse Rehabilitation 2022	Mark Bushnell 815.895.4557	\$1,443,579/ \$1,436,663	Greco Electric
SEE ATTACHED STATEMENT OF QUALIFICATIONS FOR MORE PROJECTS WE HAVE COMPLETED IN THE LAST SEVERAL YEARS			

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			

File Number

4637-910-1



To all to whom these Presents Shall Come, Greeting:

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

JETCO, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 23, 1966, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 23RD day of OCTOBER A.D. 2024 .

Authentication #: 2429703034 verifiable until 10/23/2025

Authenticate at: <https://www.ilsos.gov>

SECRETARY OF STATE

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More account options

Business Income Tax

36-2599147

JETCO LTD

[More account options](#) [Search our online services](#)

Account Options

- > [Contribute to Illinois Gives](#)
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- > [Respond To Audit](#)



Periods and Submissions

- > [View Account Periods](#)
- > [View Account Submissions](#)



Account Maintenance

- > [Update Contacts](#)



Letters and Messages

Options for viewing account specific letters and messages.

- > [View Account Letters](#)



January 17, 2025



This letter is to confirm that Jetco, Ltd. is a signatory contractor of Painters District Council No. 30 and is participating in PDC No.30 North Central Illinois Finishing Trades Institute. Below is a copy of PDC No. 30 NCIFTI Apprenticeship Program Certificate of Registration with the United States Department of Labor for the trades of Painters, Glaziers, Drywall Finishers and Painter-Industrial Coating & Lining Application Specialist (CAS).

For Additional information please call our office at 630-966-1451.

Stephen J. Lefaver
Director of Apprenticeship & Training

*****VOID 90 DAYS FROM ISSUE DATE*****



North Central Illinois Finishing Trades Institute

Painters District Council No. 30 1905 Sequoia Drive, Suite 101, Aurora, IL 60506 O 630.966.1451 F 630.966.1450 www.pdc30.com

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

Jetco, Ltd.
29693 N. US Highway 12
Wauconda, IL 60084

SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Rehabilitation of the 1,000,000 Gallon Hydropillar Tank

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of January, 2025

[Redacted Signature]
(Witness) Alexander Brend, Asst. Secretary

Jetco, Ltd.

(Principal)

By:

(Title) Kenneth Brend, President
Western Surety Company

(Surety)

By:

(Title) Kristen Schmidt, Attorney-in-Fact

(Seal)



(Witness) Dave Roth

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Kristen Schmidt, Individually** of **Orland Park, IL**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Jetco, Ltd.
Obligee: Village of Tinley Park

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

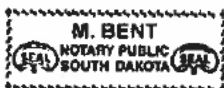
[Redacted Signature]

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



[Redacted Signature]

[Redacted Title]

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of January, 2025



WESTERN SURETY COMPANY

[Redacted Signature]

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.casurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

PUBLIC COMMENT

ADJOURNMENT