

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, May 6, 2025, beginning at 6:00 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

- 6:00 PM CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- ROLL CALL

ITEM #1

- SUBJECT: CONSIDER APPROVAL OF AGENDA
- ACTION: Discussion - **Consider approval of agenda as written or amended.**
- COMMENTS: _____

ITEM #2

- SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE SPECIAL
 VILLAGE BOARD MEETING HELD ON APRIL 29, 2025.
- ACTION: Discussion: **Consider approval of minutes as written or amended.**
- COMMENTS: _____

ITEM #3

- SUBJECT: RECEIVE PRESENTATION OF THE TINLEY PARK BUSINESS
 SPOTLIGHT – STILL RIDE BIKE SHOP - **President Glotz & Clerk O'Connor**
- ACTION: Discussion: Still Ride Bike Shop is a full-service bicycle repair and retail shop located at 6741 South Street in Downtown Tinley. They cater to a variety of cyclists, from recreational riders to electric bike enthusiasts, commuters, trail riders, and road cyclists. The Village is pleased to welcome Josh Klein, owner of Still Ride Bike Shop.
- COMMENTS: _____

ITEM #4

SUBJECT: RECEIVE PRESENTATION OF THE RETA L. BRUDD MEMORIAL SCHOLARSHIPS - **President Glotz**

ACTION: Discussion: The Reta Brudd Scholarship program awards \$1,000 scholarships to graduating seniors residing in Tinley Park with plans to attend a college, university, or vocational trade school in the fall. In addition to academic achievement, a substantial consideration in selecting winners is how much community service the students have performed. This scholarship program is named in honor of Reta Brudd, who served as a commissioner for 46 years until her passing in April 2019. She contributed more than 20,000 hours of volunteer work and received many recognitions and awards, including a Life Achievement Award from the Tinley Park Chamber of Commerce. This year, five high school seniors are being awarded sponsorships as a result of generous donations by Airy's, Inc. (4) and Homewood Disposal Service.

Marketing Commissioner Garrett Gray will publicly recognize this year's scholarship recipients.

COMMENTS:

ITEM #5

SUBJECT: CONSIDER PROCLAIMING MAY 2025 AS "MOTORCYCLE AWARENESS MONTH" IN THE VILLAGE OF TINLEY PARK - **President Glotz**

ACTION: **Consider proclaiming May 2025 as "Motorcycle Awareness Month" in the Village of Tinley Park.**

COMMENTS:

ITEM #6

SUBJECT: CONSIDER PROCLAIMING MAY 14, 2025, AS "APRAXIA AWARENESS DAY" IN THE VILLAGE OF TINLEY PARK - **President Glotz**

ACTION: **Consider proclaiming May 14, 2025, as "Apraxia Awareness Day" in the Village of Tinley Park**

COMMENTS:

ITEM #7

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-055 DESIGNATING MAY 18 THROUGH MAY 24, 2025, AS NATIONAL PUBLIC WORKS WEEK IN THE VILLAGE OF TINLEY PARK - **Trustee Mueller**

ACTION: Discussion: Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to our community and an integral part of our residents' everyday lives. The American Public Works Association has celebrated the annual National Public Works Week since 1960, and the Village of Tinley Park encourages all citizens and civic organizations to recognize the substantial contributions Public Works personnel make to protect our health, safety, and quality of life. Consider designating May 18 through May 24, 2025, as National Public Works Week in the Village of Tinley Park. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-050 RECOGNIZING MAY 4 THROUGH 10, 2025 AS "PUBLIC SERVICE RECOGNITION WEEK" IN THE VILLAGE OF TINLEY PARK - **President Glotz**

ACTION: Discussion: Consider recognizing May 4 through May 10, 2025, "Public Service Recognition Week" in honor of the millions of public employees at the federal, state, county, and local levels. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #9

SUBJECT: CONSIDER APPOINTING JENNIFER FUDALA TO THE POSITION OF POLICE CLERK MATRON - **President Glotz**

ACTION: Discussion: Jennifer originally joined the Police Records Division in 2023. In addition to one (1) year of experience in police records, she has six (6) years of experience in an office environment and over thirteen (13) years of experience with customer service. She is recommended for rehire to the full-time position in the Records Division. **Consider appointing Jennifer Fudala as Police Clerk Matron effective May 12, 2025.**

COMMENTS:

ITEM #10

SUBJECT: CONSIDER APPOINTING MARY BETH MCCAHERILL TO THE POSITION OF POLICE SPECIAL PROJECT COORDINATOR - **President Glotz**

ACTION: Discussion: Mary Beth originally joined the Police Records Division in 1998 and currently is a Senior Police Clerk Matron. With 27 years of police records experience, her job knowledge is beyond exceptional, she takes initiative and is always receptive to change or new policies and procedures, and she is able to manage many police records division tasks with minimal oversight. Mary Beth is recommended for promotion to a special assignment for a high-level, critical support project that her skills and knowledge make her a highly qualified candidate for. **Consider appointing Mary Beth McCahill as Police Special Project Coordinator effective May 7, 2025.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER APPOINTING EMMA KRESAL TO THE POSITION OF MARKETING COORDINATOR - **President Glotz**

ACTION: Discussion: Emma joined the Marketing Department in May 2023 in a part-time role providing graphic design support. She is able to take a concept and convert it to a finished creative asset, she is a talented graphic designer and consistently provides 'on point and in brand' creative support the Village's tourism initiatives and general communications/videography, and she demonstrates great teamwork and collaboration. Emma holds a Bachelor's Degree in graphic design. As the role continues to grow with the addition of Harmony Square initiatives, it is recommended that Emma is promoted to full-time status. **Consider appointing Emma Kresal to the position of Marketing Coordinator effective May 19, 2025.**

COMMENTS:

ITEM #12

SUBJECT: CONSIDER APPOINTING KAYLA SLAWECKI TO THE POSITION OF STAFF ACCOUNTANT - **President Glotz**

ACTION: Discussion: Kayla joined the Finance Department in October 2022 in a part-time role providing support to the Finance team. She has tackled budget fund sheets, library financials, and accounts payable among many other tasks. She is able to prioritize workload, takes initiative and offers ideas, and collaborates well with the entire finance team. Kayla holds a Bachelor's Degree in accountancy. It is recommended that Kayla is promoted to full-time status. **Consider appointing Kayla Slawewski to the position of Staff Accountant effective May 7, 2025.**

COMMENTS:

ITEM #13

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2025-R-057 APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND GRIFFIN, WILLIAMS, MCMAHON & WALSH (GWMW) LLP FOR LEGAL SERVICES.
- B. CONSIDER ADOPTING RESOLUTION 2025-R-059 AUTHORIZING A GENERAL MATTERS LEGISLATIVE CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS.
- C. CONSIDER ADOPTING RESOLUTION 2025-R-063 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND D CONSTRUCTION, INC. FOR THE 183RD STREET WATER MAIN CROSSING
- D. CONSIDER A REQUEST FROM ST. JUDE RUNNERS ASSOCIATION TO CONDUCT A TAG DAY FUNDRAISER ON SATURDAY, MAY 24, JUNE 21, AND JULY 26, 2025, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,790,452.58 AS LISTED ON THE VENDOR BOARD APPROVAL REPORT DATED MAY 2, 2025.

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

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING ORDINANCE 2025-O-011 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PUD FOR CONSTRUCTION OF A FIFTH THIRD BANK OUTLOT AT 16061 HARLEM AVENUE - **Trustee Mahoney**

ACTION: Discussion: The request allows the development of a Fifth Third Bank at a new outlot parcel in Tinley Park Plaza, owned by Brixmor Property Group, and located at 16061 Harlem Avenue in the B-3 PD zoning district. The Plan Commission held a Public Hearing on March 20, 2025, and voted 6-0 to recommend approval of the Special Use in accordance with the plans, recommended conditions, and Findings of Fact listed in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ORDINANCE 2025-O-010 IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX - **Trustee Brady**

ACTION: Discussion: Effective January 1, 2026, Illinois Public Act 103-0781 provides that the Illinois grocery tax of 1%, which is currently levied by the State and distributed to local governments, is scheduled to be eliminated. The Act simultaneously allows municipalities to enact a replacement local sales tax on grocery items. As a result of the State's decision to eliminate the grocery tax, it is estimated the direct impact would be a \$3 million hit annually to the Village's (general fund) revenues. Staff recommends the Board implement a 1% local grocery tax to replace the loss of the State grocery tax. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-062 AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC FOR ASSISTANT FINANCE DIRECTOR PROFESSIONAL SERVICES FOR A 12-MONTH PERIOD - **Trustee Brady**

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

COMMENTS:

ITEM #17

SUBJECT: CONSIDER ADOPTING RESOLUTION 2024-R-058 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AMERICA'S PARKING REMARKING FOR THE 2025 PAVEMENT MARKING PROGRAM (YEAR 1 OF 3) - **Trustee Mueller**

ACTION: Discussion: Consider approving a contract with America's Parking Marking in the amount of \$182,957.64 plus \$17,042.36 contingency amount. Total contract amount not to exceed \$200,000. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-056 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STANTEC CONSULTING SERVICES, INC. FOR THE NATURALIZED STORMWATER AREAS MAINTENANCE - **Trustee Mueller**

ACTION: Discussion: Consider approving a contract with Stantec Consulting Services, Inc. in the amount of \$302,632.59. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-060 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION FOR POST 17 (9322 LAPORTE ROAD) IMPROVEMENTS - CONSTRUCTION - **Trustee Mueller**

ACTION: Discussion: Consider approving a contract with Steve Spiess Construction in the amount of \$1,033,863.75. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #20

SUBJECT: CONSIDER ADOPTING RESOLUTION 2025-R-061 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND HOMER TREE CARE, INC. FOR THE PARKWAY TREE PRUNING (YEAR 1 OF 3) - **Trustee Mueller**

ACTION: Discussion: Consider approving a contract with Homer Tree Care, Inc. in the amount of \$107,900. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #21

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #22

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS:

ITEM #23

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS:

ITEM #24

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

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD APRIL 29, 2025**

The special 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 April 29, 2025. President Glotz called this meeting to order at 5:06 p.m.

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

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

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

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

Motion was made by Trustee Mueller, seconded by Trustee Brady to approve and place on file the minutes of the Public Hearing and the regular Village Board Meeting held on April 15, 2025. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- A. CONSIDER ADOPTING RESOLUTION 2025-R-054 APPROVING THE CONTRACT FROM NORTHSTAR ARTISTS TO PROVIDE ENTERTAINMENT FOR THE HARMONY SQUARE GRAND OPENING EVENT ON JULY 18, 2025, IN THE AMOUNT OF \$35,000.
- B. CONSIDER REQUEST FROM ST. JULIE BILLIART CATHOLIC CHURCH, 7399 159TH STREET, TO CONDUCT A RAFFLE THROUGH AUGUST 16, 2025, WITH THE MAXIMUM PRICE CHARGED PER TICKET SOLD OF \$5. WINNERS WILL BE DRAWN AT THE CHURCH ON AUGUST 16, 2025.

- C. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,616,813.10 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED APRIL 18 AND 25, 2025.

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

Motion was made by Trustee Brennan, seconded by Trustee Shaw to **APPOINT PAT MCGRATH AS COMMISSIONER TO THE ADVISORY COMMISSION ON LABOR AND DEVELOPMENT**. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Mueller to adopt and place on file **2025-O-009 APPROVING THE ANNUAL BUDGET OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30, 2026**. The draft budget has been posted and available on the Transparency Portal of the Village website since April 7, 2025. As also required, a Public Hearing was held within seven days of making the proposed budget available for public inspection on April 15, 2025.

The proposed total expenditure budget for the General Fund is \$74,861,385. The Tinley Park Public Library is also included in the overall Village budget, and the proposed total expenditure budget for the Library's General Fund is \$10,629,100. The proposed total expenditure budget of all Village Funds, including the Tinley Park Public Library is \$226,019,016. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Mahoney to adopt and place on file **RESOLUTION 2025-R-053 AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND**. The Resolution establishes not to exceed amounts for the contemplated transfers of \$10,000,000 from the General Fund; \$12,500,000 from the Capital Fund, \$1,500,000 from the Hotel/Motel Fund, \$1,860,965 from the Fire Alarm Fund, \$1,000,000 from the Water and Sewer Funds (Water Retail, Water Wholesale, and Sewer), and \$150,000 from the Commuter Parking Lot Fund. The actual dollar amount of the transfers will be determined once the fiscal year has closed and may be less than the provided maximums. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Mueller to adopt and place on file **ADOPTING ORDINANCE 2025-O-006 AN ORDINANCE AMENDING THE FIRE SUPPRESSION PAY SCALES FOR THE FISCAL YEAR ENDING APRIL 30, 2026**. This Ordinance amends the established fire suppression pay scales beginning May 1, 2025, and ending April 30, 2026. This item was discussed at the Committee of the Whole on April 15, 2025. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2025-O-007 AN ORDINANCE AMENDING THE PAY SCALES FOR THE FISCAL YEAR ENDING APRIL 30, 2026**. This Ordinance amends the established pay scales beginning May 1, 2025, and ending April 30, 2026. This item was discussed at the Committee of the Whole on April 15, 2025. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

President Glotz asked if there were any comments from members of the Staff. Pat Carr, Village Manager, thanked Hannah Lipman, Interim Finance Director, Finance Staff, and Trustee Shaw for their work on the annual budget. Ms. Lipman also thanked Village Trustees and the Finance staff for their hard work on the budget while also navigating the new Enterprise Resource Planning (ERP) system.

President Glotz asked if there were any comments from members of the Board. Trustees Brady, Brennan, and Shaw and President Glotz also thanked the Finance staff.

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 Sullivan to adjourn the Village Board meeting at 5:16 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

APPROVED:

Village President

ATTEST:

Village Clerk

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

**RECEIVE PRESENTATION OF THE
RETA L. BRUDD MEMORIAL
SCHOLARSHIP PROGRAM**

President Glotz

TINLEY PARK



PROCLAMATION

Recognizing the month of May 2025 as “Motorcycle Awareness Month” In the Village of Tinley Park

WHEREAS, safety is the highest priority for the highways and streets of our Village and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a primary, common, and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of ABATE of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the public in our Village and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past nine years; and

WHEREAS, all motorists should join ABATE of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of roadways within the Village of Tinley Park and throughout the great State of Illinois;

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, in the great state of Illinois, in recognition of 38 years of ABATE of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the month of May 2025 as “*Motorcycle Awareness Month*” in the Village of Tinley Park, and that the Village urges all motorists to join to improve safety and awareness on our roadways.

APPROVED this 6th Day of May, 2025.

Michael W. Glotz, Village President

ATTEST:

Nancy M. O'Connor, Village Clerk

TINLEY PARK



PROCLAMATION

RECOGNIZING May 14, 2025
as “Apraxia Awareness Day” in the Village of Tinley Park

WHEREAS, Childhood Apraxia of Speech (CAS) causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children; and

WHEREAS, while the act of learning to speak comes effortlessly to most children, those with apraxia endure a lengthy struggle; and

WHEREAS, without appropriate speech therapy intervention, children with apraxia are placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills; and

WHEREAS, that such primary and secondary educational impacts diminish future independence and employment opportunities if not resolved or improved; and

WHEREAS, most children with apraxia of speech will learn to communicate with their very own voices if they receive early intervention and appropriate, intensive, and frequent speech therapy; and

WHEREAS, it is imperative that there be greater public awareness about childhood apraxia of speech in Tinley Park among community members, physicians, education professionals, insurance providers, policy makers, and elected officials; and

WHEREAS, those aforementioned community leaders are encouraged to recognize the critical need to provide adequate speech therapy and related services so that the impact of this disorder is minimized and that thousands of affected children are more fully empowered to grow into flourishing adult citizens; and

WHEREAS, our highest respect goes to these children, as well as their families, for their effort, determination, and resilience in the face of such obstacles; and

WHEREAS, many states, cities, and villages recognize May 14th as Apraxia Awareness Day; and

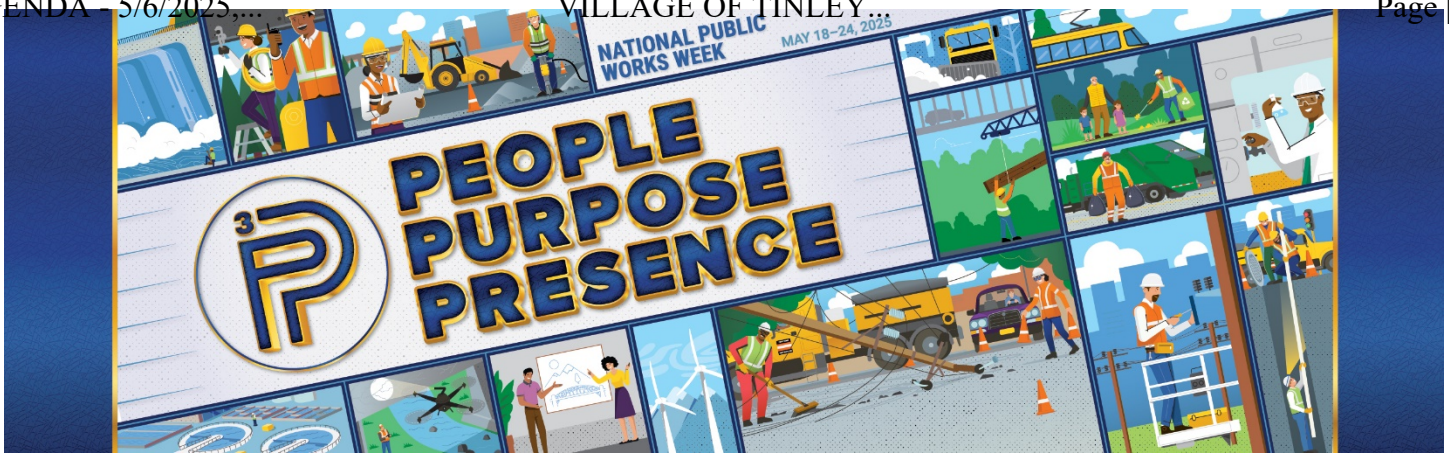
NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that Tuesday, May 14th, 2025 be designated as “*Apraxia Awareness Day*” in the Village of Tinley Park, and that the Village urges all citizens to work within and beyond their communities to increase awareness and understanding of Childhood Apraxia of Speech.

APPROVED this 6th day of May 2025.

Michael W. Glotz, Village President

ATTEST:

Nancy M. O’Connor, Village Clerk



Tinley Park



Resolution 2025-R-055

A RESOLUTION DESIGNATING MAY 18th THROUGH MAY 24th, 2025 AS NATIONAL PUBLIC WORKS WEEK IN THE VILLAGE OF TINLEY PARK

WHEREAS, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to our community and an integral part of our residents' everyday lives; and

WHEREAS, Public Works personnel of the Village of Tinley Park are involved in the maintenance, planning, design and construction of streets, transportation facilities, open space, creeks, paths, storm drains, stormwater treatment, public buildings, environmental programs, right-of-way management; emergency planning and response; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Tinley Park to gain knowledge of and maintain a progressive interest and understanding of the importance of Public Works infrastructure and services in their respective communities; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems; and

WHEREAS, the American Public Works Association has celebrated the annual National Public Works Week since 1960.

NOW, THEREFORE, BE IT RESOLVED by the President, clerk and Board of Trustees of the Village of Tinley Park, Illinois, on behalf of more than 55,000 citizens herein represented declare May 18th through May 24th, 2025, **NATIONAL PUBLIC WORKS WEEK** in the Village of Tinley Park and encourage all citizens and civic organizations to recognize the substantial contributions Public Works personnel make to protect our health, safety and quality of life.

ADOPTED THIS 6th day of May, 2025.

Michael W. Glotz, Village President

Nancy M. O'Connor, Village Clerk

Trustee William P. Brady

Trustee William A. Brennan

Trustee Dennis P. Mahoney

Trustee Michael G. Mueller

Tinley Park



Resolution 2025-R-050

A Resolution Recognizing May 4 – 10, 2025 as
“Public Service Recognition Week”
in the Village of Tinley Park

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers, and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that May 4 through May 10, 2025, be designated as “Public Service Recognition Week” in the Village of Tinley Park. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county and village.

ADOPTED THIS this 6th Day of May, 2025.

Michael W. Glotz, Village President

Nancy M. O’Connor, Village Clerk

Trustee William P. Brady

Trustee William A. Brennan

Trustee Dennis P. Mahoney

Trustee Michael G. Mueller

Trustee Kenneth E. Shaw

Trustee Colleen M. Sullivan

STAFF APPOINTMENT

President Glotz

STAFF APPOINTMENT

President Glotz

STAFF APPOINTMENT

President Glotz

STAFF APPOINTMENT

President Glotz

**Interoffice**

Memo

Date: May 6, 2025

To: Village Board

From: Pat Carr, Village Manager

Subject: Engagement Letter-Special Counsel - Griffin, Williams, McMahon, & Walsh

The attached engagement letter to between the Village of Tinley Park and Griffin, Williams, McMahon, & Walsh LLP, Special Counsel, to continue legal services.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-057

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE
OF TINLEY PARK AND GRIFFIN, WILLIAMS, MCMAHON & WALSH (GWMW) LLP
FOR LEGAL 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-057**A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND GRIFFIN, WILLIAMS, MCMAHON & WALSH (GWMW) LLP FOR LEGAL 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 Engagement Letter with Griffin, Williams, McMahon & Walsh (GWMW) LLP, a true and correct copy of such Engagement Letter 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 Engagement Letter 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 "Engagement Letter" be entered into and executed by said Village of Tinley Park, with said Engagement Letter 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 Engagement Letter.

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

ADOPTED this 6th day of May 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 May 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND GRIFFIN,
WILLIAMS, MCMAHON & WALSH (GWMW) LLP FOR LEGAL 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-057, “**A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND GRIFFIN, WILLIAMS, MCMAHON & WALSH (GWMW) LLP FOR LEGAL SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May 2025.

VILLAGE CLERK



GRIFFIN WILLIAMS McMAHON & WALSH

*Attorneys and
Counselors at Law*

Patrick J. Walsh

Direct: (630) 457-4242
pwalsh@gwmwlaw.com**VIA EMAIL**

April 16, 2025

Mayor Michael Glotz
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
mglotz@tinleypark.org

Re: Legal Representation

Dear Mayor Glotz:

Thank you for the opportunity to once again represent the Village of Tinley Park. The purpose of this letter is to inform you of the terms of the engagement of our office.

1. **Scope of Services.** This letter confirms that you have retained our law firm to perform various legal services at the direction of the Village of Tinley Park's corporate authorities.
2. **Firm Personnel.** I will be responsible for the supervision and handling Village matters, but you are engaging the firm and not me individually. We will utilize paralegal staff to handle administrative tasks.
3. **Legal fees.** The Village of Tinley Park will be responsible for the payment of fees for work performed by firm personnel.

For work performed by the firm on behalf of the Village of Tinley Park, the firm shall record and seek recovery for its work based upon its usual and customary rates for work of this kind, but no less than the following hourly rates: work performed by Patrick Walsh and senior partners will be billed at \$230.00 per hour. Work performed by associate attorneys will be billed at \$175.00 per hour. Work performed by paralegals will be billed at \$75.00 per hour.
4. **Retainer.** N/A.
5. **Costs and Disbursements.** The Village will be responsible for the payment of all costs and disbursements reasonably incurred or made on the Village's behalf.
6. **Invoices.** As applicable.

7. **Mutual Communication.** A solid attorney-client relationship is a two-way street. Lawyers need timely and complete cooperation and assistance from their clients just as clients need timely and complete cooperation and assistance from their lawyers.

We will therefore keep the Village informed of the progress of the services we provide as our work progresses and would be pleased to discuss the preparation of periodic status reports. Please feel free to contact me at any time if you ever have questions about any aspect of our work in this regard.

We must also require, however, that the Village provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel. Please bear in mind that if we do not obtain such cooperation, the quality of our representation shall suffer and we may, in fact, feel constrained to withdraw from any further work.

Unless we hear otherwise from you in writing, we may use cellular telephones, facsimile transmissions, and unencrypted email as forms of media to communicate with you.

8. **Withdrawal.** Of course, our engagement is conditioned upon your full cooperation with my office in connection with the subject matter of the engagement. We will have the right to terminate our representation of the Village if the Village does not cooperate with us, if a conflict of interest arises which would make our continued representation improper, if any conduct which is improper in light of the Illinois Code of Professional Responsibility is requested of us, or if we are not paid promptly. The Village may terminate the attorney-client relationship at any time and for any reason. However, such termination does not absolve the Village or responsibility to pay for services or costs and disbursements incurred prior to our receipt of notice of termination, or incurred subsequent to such notice but, in our view, reasonably necessary to withdraw from any further work. If we are terminated, we will give the Village a copy of our file for its new counsel upon payment of all litigation costs incurred and disbursements made by the firm on the Village's behalf, including the cost to photocopy the file.

9. **No Guarantee of Fees, Costs or Results.** It is difficult to estimate, in advance, the amount of fees and costs that we will incur in connection with work performed by the firm. Please note that any statement or estimate about such fees or costs other than the flat fee commitment stated herein is just that – an estimate. Similarly, we make no representation as to any outcome in this matter, and thus cannot guarantee that the ultimate outcome will be consistent with your wishes.

10. **Binding and Entire Agreement.** This letter represents the entire agreement between us, and neither party is relying or is entitled to rely on any representation not expressly contained in this agreement.

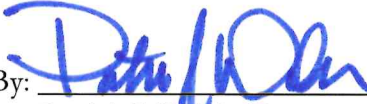
If this letter reflects the Village's understanding, please sign, date and return a copy of this letter to me. We reserve the right to delay commencement of work until you have signed and returned this letter to us and to cease work if you do not sign and return a copy to us within fourteen (14) days. To the extent work has been performed prior to execution of this letter, the terms hereof will govern.

PAGE | 3

We appreciate the opportunity to work with the Village of Tinley Park and provide legal services. The Village of Tinley Park is a valued client of our firm and thank you for your confidence.

Very truly yours,

GRIFFIN WILLIAMS
MCMAHON & WALSH, LLP.

By: 
Patrick J. Walsh, Esq.

Agreed: _____
Mayor Michael Glotz
As Mayor of the Village of Tinley Park

Date: _____

**Interoffice**

Memo

Date: May 6, 2025

To: Village Board

From: Pat Carr, Village Manager

Subject: Service Agreement – Cornerstone Government Affairs, Inc.

The attached is the service agreement between the Village of Tinley Park and Cornerstone Government Affairs, Inc., for assistance with governmental affairs on the county, state and federal levels.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2025-R-059

**A RESOLUTION AUTHORIZING A GENERAL MATTERS LEGISLATIVE
CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS**

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

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

**A RESOLUTION AUTHORIZING A GENERAL MATTERS LEGISLATIVE
CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS**

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 approved a legislative consulting agreement with Cornerstone Government Affairs, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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 May, 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 May, 2025.

ATTEST:

Village President

Village Clerk

EXHIBIT 1

Cornerstone Government Affairs, Inc.

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-059, “**A RESOLUTION AUTHORIZING A GENERAL MATTERS LEGISLATIVE CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK

AMENDMENT IV TO SERVICE AGREEMENT

This Amendment (the "***Amendment IV***"), effective as of June 1, 2025, is made by and between Village of Tinley Park (hereinafter referred to as "***Tinley Park***"), with its principal place of business at 16250 S. Oak Park Avenue, Tinley Park, IL 60477 and Cornerstone Government Affairs, Inc. (hereinafter referred to as "***Cornerstone***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024.

WHEREAS, Tinley Park and Cornerstone are Parties to Service Agreement with an effective date of November 3, 2021 (the "***Agreement***"), an Amendment with an effective date of October 18, 2022 (the "***Amendment I***"), an Amendment with an effective date of October 18, 2023 (the "***Amendment II***"), an Amendment with an effective date of June 1, 2024 (the "***Amendment III***"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on June 1, 2025 through May 31, 2026 (the "***Term***").
2. Payment for the additional twelve (12) months shall be made to Cornerstone in twelve (12) payments of five thousand five hundred dollars (\$5,500.00) through the Term of the Agreement (the "***Fee***").
3. Section 3 of the Agreement is amended to include the following services provided by Cornerstone (the "***Services***"):
 - Assisting the Village of Tinley Park with work before Cook County government.
4. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Amendment IV.

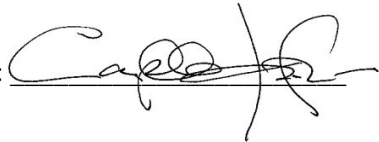
[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereby execute this Amendment IV and acknowledge that they are authorized to execute same.

Village of Tinley Park, Illinois

Cornerstone Government Affairs, Inc.

By: _____

By: _____

Name: _____

Name: Campbell Kaufman

Title: _____

Title: President

Date: _____

Date: 4/17/2025



Interoffice Memo

Date: April 30, 2025
To: John Urbanski, Public Works Director
Colby Zemaitis, Assistant Public Works Director
From: Kyle Vester, Village Engineer
Subject: 183rd Street Water Main Crossing

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

Scope of Work: Installation of approximately 200' of 8" ductile iron pipe across 183rd Street to the PW Building parking lot for the facilitation of a future fire loop. This requires open cutting of 183rd Street to be done in conjunction with the 80th Avenue Project while the construction is ongoing.

Background: At the most recent 80th Avenue Project Status Meeting, both Benesch and D Construction identified that a crossing of 183rd Street with water main to facilitate the Village's planned fire loop would not be handled under the 80th Avenue Project. Village Staff had been in contact with D Construction and had requested pricing multiple times to perform said work but did not receive a response. At the same meeting, D Construction indicated that they would be paving 183rd Street in about 3 weeks from April 24. Therefore, Staff put out an RFP for labor only pricing with the Village providing all materials (stone, pipe, valves, and vaults) to four contractors. We received pricing from three of the four on April 29 in the late afternoon.

Contractor	Total Price
D Construction	\$53,100
Airy's	\$78,509
Spiess	\$84,540

The lowest price extended was from D Construction at \$53,100. They are the current contractor for the 80th Avenue Project and have performed other work in the Village, including the Dog Park Multi-Use Path last year.

Description: Staff recommends that we award D Construction the work with a Not-to-Exceed price of \$66,850. This work would be coordinated with the 80th Avenue project with pavement removals being performed under that contract. Therefore, Staff expects actual costs will be below the total quoted price.

Budget/Finance: Funding would be utilized from the Municipal Parking Lot Fund. No resurfacing of municipal lots is scheduled for FY26 therefore we are requesting to utilize a portion of these funds for this project.

Staff Direction Request:

1. Approve the 183rd Street Water Main Crossing contract for the low bid amount not-to-exceed \$53,100 and award the project to D Construction.
2. Direct Staff as necessary.

Attachment:

1. Tabulation of Prices dated April 30, 2025.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-063

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND D CONSTRUCTION, INC. FOR THE 183RD STREET WATER MAIN CROSSING**

**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-063

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND D CONSTRUCTION, INC. FOR THE 183RD STREET WATER MAIN CROSSING**

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 D Construction, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 6th day of May, 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 May, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**A CONTRACT WITH D CONSTRUCTION, INC. FOR
THE 183RD STREET WATER MAIN CROSSING**

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-063, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND D CONSTRUCTION, INC. FOR THE 183RD STREET WATER MAIN CROSSING,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK

Village of Tinley Park

SERVICE CONTRACT

183RD STREET WATER MAIN CROSSING

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

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as “Exhibit A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Fifty three thousand one hundred (**\$53,100**). 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 _____, as _____ and on behalf
(Name) (Title)
of _____ having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

☐ Sole Proprietor or Partnership
 ☐ LLC

☐ Corporation
 ☐ Independent Contractor (Individual)

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

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

Describe supporting documentation attached: _____

Federal Employer I.D. #:

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

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

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

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

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

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

_____ Form C: Additional Information (if required)

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

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

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

_____ Written Safety Policy Statement signed by company representative

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

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract:

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

Name of Contractor (please print)

Submitted by (signature)

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.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act:

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy:

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

Name of Contractor (please print)

Submitted by (signature)

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)

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

Name of Contractor (please print)

Submitted by (signature)

Title

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

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

Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

CONTRACTOR

BY: _____
Name Date

Printed Name

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 **Insert Scope of Services Here**

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

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

FORM C:

Additional Information Required:

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

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

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

Item II:

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

Date	Law	Determination	Penalty



TABULATION OF PRICES

Project: PW Fire Loop - 8" Water Main - 183rd Crossing

				D Construction		Airy's		Spiess	
<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>
1	TRENCH BACKFILL	CU YD	150	\$ 30.00	\$ 4,500.00	\$ 1.00	\$ 150.00	\$ 6.00	\$ 900.00
2	DUCTILE IRON WATER MAIN, 8"	FEET	200	\$ 145.00	\$ 29,000.00	\$ 149.00	\$ 29,800.00	\$ 272.00	\$ 54,400.00
3	VALVE IN VAULT, 8"	EACH	2	\$ 3,400.00	\$ 6,800.00	\$ 6,243.00	\$ 12,486.00	\$ 2,920.00	\$ 5,840.00
4	PRESSURE CONNECTION, 8"X24"	EACH	1	\$ 7,800.00	\$ 7,800.00	\$ 25,073.00	\$ 25,073.00	\$ 14,000.00	\$ 14,000.00
5	COMBINATION CURB & GUTTER REMOVAL*	FEET	5	\$ 100.00	\$ 500.00	\$ 1.00	\$ 5.00	\$ 8.00	\$ 40.00
6	PAVEMENT REMOVAL*	SY	75	\$ 50.00	\$ 3,750.00	\$ 1.00	\$ 75.00	\$ 7.00	\$ 525.00
7	MOBILIZATION	LS	2	\$ 2,500.00	\$ 5,000.00	\$ 5,500.00	\$ 11,000.00	\$ 4,700.00	\$ 9,400.00
					<i>Bid Total:</i> \$57,350.00	<i>Bid Total:</i>	\$78,589.00	<i>Bid Total:</i>	\$85,105.00

* Coordination with the 80th Ave Project will remove the costs of this line item.

Total - 5 & 6: \$ 53,100.00 \$ 78,509.00 \$ 84,540.00



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Bartonville
Bloomington/
Normal
Canton
Champaign/Urbana
Chicago
Chillicothe
Decatur
Dunlap
East Peoria
Elmwood
Eureka
Galesburg
Kewanee
Kickapoo/Brimfield
LaSalle/Peru
Lewistown
Lincoln
Mackinaw
Macomb
Marshall Co.
Mason City
Mattoon
Memphis
Metamora
Minonk
Mobile
Monticello
Morton
Ottawa
Pekin
Princeville
Quincy
Richwoods H.S.
Running Central
Springfield
St. Louis
Tremont
Washington

Hello Diane,

Please accept this letter as an official request for our St. Jude Runs canning (tag days) for May 24th, June 21st, and July 26th. I will coordinate getting you over our exempt form as well as an updated insurance Accord soon. If you have any questions for me as we move towards these dates, please let me know and I will be happy to assist.

Thanks,
Matt Spooner
708-602-6630



VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 05/02/2025 - 05/02/2025

POSTED PAID

BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
220314	AIR ONE EQUIPMENT, INC	01-19-000-74614 1,090.00	FCPC ASSY, XT, UE, PTC, LG M 234		ACH Transaction	1,090.00
2320541P	AIR ONE EQUIPMENT, INC	01-19-000-72540 2,125.00	TASK FORCE TIPS; JUMBO BALL 234		ACH Transaction	2,125.00
51318	AIRY'S, INC	61-00-000-75320-0397 103,985.86	REPLACEMENT PO FOR POST 13 L 235		ACH Transaction	103,985.86
W1735907	AL WARREN OIL CO INC	60-00-000-73535 66.01 63-00-000-73535 22.00 64-00-000-73535 37.73 01-26-023-73535 125.74 01-19-000-73535 317.35 01-26-025-73535 65.87	VP ULTRA POWER GOLD ANTIFREE 236		ACH Transaction	634.70
W1734768	AL WARREN OIL CO INC	60-00-000-73535 132.82 63-00-000-73535 44.28 64-00-000-73535 75.90 01-26-023-73535 253.00 01-26-025-73535 126.50	TITAN PERFORMANCE DEF	236	ACH Transaction	632.50
W1738465	AL WARREN OIL CO INC	01-17-205-73535 648.12 60-00-000-73535 129.30 63-00-000-73535 43.10 64-00-000-73535 73.88 01-26-023-73535 194.43 01-26-025-73535 90.74 01-33-300-72540 38.89 01-21-000-73535 77.77	CAM2W 52-20 S/B OIL	236	ACH Transaction	1,296.23

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 05/02/2025 - 05/02/2025

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BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
w1730884	AL WARREN OIL CO INC	01-19-000-73545 1,739.02 60-00-000-73545 183.67 63-00-000-73545 45.92 64-00-000-73545 98.39 01-26-023-73545 1,918.35 01-26-025-73545 325.62 01-21-000-73530 41.06 01-14-000-73531 608.77	DIESEL FUEL 2/27-3/12/25	236	ACH Transaction	4,960.80
w1738436	AL WARREN OIL CO INC	01-19-000-73545 3,019.91 60-00-000-73545 1,032.25 63-00-000-73545 258.06 64-00-000-73545 552.99 01-26-023-73545 2,995.45 01-26-025-73545 308.70 01-14-000-73531 518.44	DIESEL FUEL 3/13-4/8/25	236	ACH Transaction	8,685.80
w1730883	AL WARREN OIL CO INC	01-17-205-73530 10,881.13 01-19-000-73530 933.52 01-21-000-73530 605.12 60-00-000-73530 1,011.68 63-00-000-73530 252.92 64-00-000-73530 541.97 01-26-023-73530 1,600.65 01-26-025-73530 1,088.15 01-33-300-73530 169.94 01-12-000-73530 134.34 01-14-000-73532 52.46 01-14-000-73531 7,881.92 01-42-000-73530 683.20	N.I. GAS USED 2/27-3/12/25	236	ACH Transaction	25,837.00

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 05/02/2025 - 05/02/2025

POSTED PAID

BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
w1733699	AL WARREN OIL CO INC	01-17-205-73530 10,427.70 01-19-000-73530 1,029.74 01-21-000-73530 137.58 60-00-000-73530 1,173.86 63-00-000-73530 293.47 64-00-000-73530 628.85 01-26-023-73530 1,869.93 01-26-025-73530 979.60 01-33-300-73530 191.40 01-14-000-73531 10,640.49 01-42-000-73530 800.44	N.I. GAS USED 3/13-3/21/25	236	ACH Transaction	28,173.06
w1738435	AL WARREN OIL CO INC	01-17-205-73530 7,988.16 01-19-000-73530 716.63 01-21-000-73530 79.78 60-00-000-73530 654.98 63-00-000-73530 163.75 64-00-000-73530 350.88 01-26-023-73530 1,169.38 01-26-025-73530 640.49 01-33-300-73530 219.78 01-14-000-73532 93.87 01-14-000-73531 2,372.86 01-42-000-73530 428.43 01-12-000-73530 100.00	N.I. GAS USED 3/22-4/8/25	236	ACH Transaction	14,978.99
8141	AMALGAMATED BANK OF CHICAGO	60-00-000-96140 422,395.66 64-00-000-96140 89,479.62 65-00-000-96140 106,489.94 33-00-000-96140 281,471.10 75-00-000-96140 900,196.32	OBLIGATION BOND, SERIES 2024 237		ACH Transaction	1,800,032.64

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
7757	AMALGAMATED BANK OF CHICAGO	60-00-000-96140 79,506.39 63-00-000-96140 11,037.59 64-00-000-96140 32,781.02	OBLIGATION BOND, SERIES 2021 237		ACH Transaction	123,325.00
7758	AMALGAMATED BANK OF CHICAGO	27-00-000-96140 514.18 33-00-000-96140 20,516.35 41-00-000-96140 19,150.00 64-00-000-96140 6,838.94 65-00-000-96140 855.53	OBLIGATION REFUNDING BOND, S 237		ACH Transaction	47,875.00
1CLN-YVCL-FTNH	AMAZON CAPITAL SERVICES, INC.	30-00-000-75110 (18.00)	CREDIT MEMO - ARTBIN SEMI SA 238		ACH Transaction	(18.00)
1K33-QM77-6VXW	AMAZON CAPITAL SERVICES, INC.	01-14-000-72974 9.97	72 PICES 6 INCH STAR CUTOUTS 238		ACH Transaction	9.97
1J9L-V3GL-6TVT	AMAZON CAPITAL SERVICES, INC.	01-35-000-73870 22.98	WATER BALLOON SLINGSHOT LAUN 238		ACH Transaction	22.98
1T9Y-GNYG-P3T4	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 176.47	CORRUGATED PLASTIC BOARD 24X 238		ACH Transaction	176.47
1PRV-DL6H-9MXD	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 816.71	AMAZON BASICS SMALL DRY ERAS 238		ACH Transaction	816.71
19CG-39NQ-QJR7	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 9.09	ZOTEMO METAL RULER KIT #111- 238		ACH Transaction	9.09
14LC-DJVJ-WKX7	AMAZON CAPITAL SERVICES, INC.	60-00-000-73110 31.98 63-00-000-73110 3.55 64-00-000-73110 15.23 01-26-023-73110 50.76	ABILITYONE - NEON COLORED CO 238		ACH Transaction	101.52
1NPX-FP6F-L3Y3	AMAZON CAPITAL SERVICES, INC.	01-14-000-73110 47.90	BROTHER LAMINATED BLACK ON W 238		ACH Transaction	47.90
1DVK-H4CC-6J4X	AMAZON CAPITAL SERVICES, INC.	01-77-000-72550 823.94	OVERTURE PRINTER FILAMENT #1 238		ACH Transaction	823.94
1GNN-171G-4LRX	AMAZON CAPITAL SERVICES, INC.	60-00-000-73110 15.96 63-00-000-73110 1.77 64-00-000-73110 7.60 01-26-023-73110 25.33 01-26-025-73110 12.66	PENTEL MECHANICAL PENCIL #11 238		ACH Transaction	63.32
1R3D-X4F7-1M94	AMAZON CAPITAL SERVICES, INC.	01-19-000-73110 50.87	POST-IT POP UP NOTES, HEAVY 238		ACH Transaction	50.87
1FP9-D737-63QF	AMAZON CAPITAL SERVICES, INC.	01-35-000-73110 63.54	NIUBEE ACRYLIC SIGN HOLDER # 238		ACH Transaction	63.54

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
1YTC-HCLF-9Q77	AMAZON CAPITAL SERVICES, INC.	60-00-000-73110 8.86	CRAIG FRAMES PICTURE FRAME # 238		ACH Transaction	35.14
		63-00-000-73110 0.98				
		64-00-000-73110 4.22				
		01-26-023-73110 14.06				
		01-26-025-73110 7.02				
1RFT-MRQG-3MN3	AMAZON CAPITAL SERVICES, INC.	01-19-000-73870 234.90	NOCO CAR BATTERY CHARGER #11 238		ACH Transaction	234.90
42166	AMERICAN LEGAL PUBLICATION	01-13-000-72791 196.00	APRIL 2025 - S-39 EDITING 239		ACH Transaction	196.00
43V0002641	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-205-72540 59.14	OIL FILTER, MOTOR OIL - POLI 240		ACH Transaction	59.14
43V0002519	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-17-205-72540 113.51	DFC COATED ROTOR, ADVANCED B 240		ACH Transaction	113.51
43V0002650	CHICAGO PARTS & SOUND ENTERPRISES LLC	01-26-023-72540 166.25	ADVANCED BRAKE, COATED ROTOR 240		ACH Transaction	166.25
1665	CHICAGO PARTS & SOUND LLC	01-17-205-72540 2,448.00	FRONT/CARGO PARTITION, REMOV 241		ACH Transaction	2,448.00
1624	CHICAGO PARTS & SOUND LLC	01-17-205-72540 75.00	REPLACE FRONT CAMERA IN UNIT 241		ACH Transaction	75.00
1626	CHICAGO PARTS & SOUND LLC	01-17-205-72540 75.00	REPLACE DOCKING STATION IN U 241		ACH Transaction	75.00
200261	CHRISTOPHER B.BURKE ENGINEERNG	75-00-000-72742-0323 0.00	HARMONY SQUARE INFRASTRUCTUR 242		ACH Transaction	16,762.36
		75-00-002-72742-0323 13,912.76				
		33-00-002-72742-0323 2,849.60				
200257	CHRISTOPHER B.BURKE ENGINEERNG	01-14-000-72840 365.00	.01.R160373.R0001 191ST & HA 242		ACH Transaction	365.00
14179	CITY ESCAPE GARDEN & DESIGN	01-26-023-72881 33,108.75	LANDSCAPE PLANTERS & BEAUTIF 243		ACH Transaction	33,108.75
66063794	CONSERV FS, INC.	60-00-000-73680 20.16	STAPLES 4" 1000 CASE 244		ACH Transaction	32.00
		63-00-000-73680 2.24				
		64-00-000-73680 9.60				
66063770	CONSERV FS, INC.	01-26-023-73680 423.88	STRUCTRON AXE SINGLE BIT FIB 244		ACH Transaction	423.88
w775443	CORE & MAIN LP	64-00-000-73800 66.73	MISC MATERIAL - 6X4 PVC SDR3 245		ACH Transaction	66.73
w800816	CORE & MAIN LP	60-00-000-74175 1,610.35	METERS 2024 - IPERL + 3/4S 3 245		ACH Transaction	2,300.50
		64-00-000-74175 690.15				

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 05/02/2025 - 05/02/2025

POSTED PAID

BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
W844257	CORE & MAIN LP	60-00-000-74175 1,154.30 64-00-000-74175 494.70 60-00-000-74175 2,969.40 64-00-000-74175 1,272.60	WATER METER TOUCHPADS	245	ACH Transaction	5,891.00
W843925	CORE & MAIN LP	60-00-000-74175 176.40 64-00-000-74175 75.60 60-00-000-74175 2,967.30 64-00-000-74175 1,271.70	WATER METER TOUCHPADS AND AN	245	ACH Transaction	4,491.00
99526	CROSSMARK PRINTING INC	01-17-205-73110 387.84	CITATION AND NOTICE FORMS 3	246	ACH Transaction	387.84
99524	CROSSMARK PRINTING INC	01-17-205-73110 377.50	WINDOW AND REGULAR ENVELOPES	246	ACH Transaction	377.50
99474	CROSSMARK PRINTING INC	01-35-000-73870 2,094.50	TINLEY PARK LIFE AMPLIFIED C	246	ACH Transaction	2,094.50
DT2025-03-100	DACRA TECH LLC	01-16-000-72655 2,282.28	DACRA MUNICIPAL ENFORCEMENT	247	ACH Transaction	2,282.28
112161957	DIGI-KEY CORPORATION 1453109	60-00-000-72528 180.77 63-00-000-72528 180.77	CABLE ASSEMBLY, OPTA EXT	248	ACH Transaction	361.54
30675	ELEMENT GRAPHICS & DESIGN, INC	01-19-000-72540 34.61	MISC VEH GRAPHICS (20) UNIT	249	ACH Transaction	34.61
30712	ELEMENT GRAPHICS & DESIGN, INC	01-21-000-72540 4,980.14	5 VEHICLES FOR A FULL WRAP W	249	ACH Transaction	4,980.14
30705	ELEMENT GRAPHICS & DESIGN, INC	01-21-000-72540 4,800.14	5 VEHICLES FOR A FULL WRAP W	249	ACH Transaction	4,800.14
IN00756428	FOX VALLEY FIRE & SAFETY CO.	01-26-025-72854 328.00	ANNUAL INSP FIRE ALARM SYSTE	250	ACH Transaction	328.00
7936860	G. W. BERKHEIMER CO., INC.	01-26-025-72520 195.65	MERV 8 AIR FILTERS - AB REPL	251	ACH Transaction	195.65
7936578	G. W. BERKHEIMER CO., INC.	01-26-025-72520 47.76	PLEATED HIGH CAPACITY AIR FI	251	ACH Transaction	47.76
7936414	G. W. BERKHEIMER CO., INC.	01-26-025-72520 161.60	20X24X4 AIR FILTERS - 80TH T	251	ACH Transaction	161.60
966374	GENESISONE	01-16-000-72756 460.00	COPERS XEROX CONTRACT 8018-0	252	ACH Transaction	460.00
972372	GENESISONE	01-16-000-72756 471.00	XEROX CONTRACT #8018-01 - PO	252	ACH Transaction	471.00
1908	HENRY'S HOUSE OF DECORATED APPAREL	01-21-000-73610 1,297.00	EMA/911 SHIRTS	253	ACH Transaction	1,297.00
S225721	HOMER INDUSTRIES	01-26-023-72890 100.00	DROP CHARGES - CHIP/LOG MIX	254	ACH Transaction	100.00
9331664	HOMWOOD DISPOSAL SERVICE	01-26-023-72890 544.75	30YD EXCHANGE-HAUL, DUMP CHA	255	ACH Transaction	544.75
9336529	HOMWOOD DISPOSAL SERVICE	01-26-023-72890 2,145.60	HWD TSF GARBAGE TONS TKT#116	255	ACH Transaction	2,145.60

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
043025	KASPER, MICHAEL J.	01-14-000-72850 13,821.62	2024 ELECTORAL BOARD - PROFE	256	ACH Transaction	13,821.62
103297501	KIMBALL MIDWEST	01-19-000-72540 166.56	SHINE - THIS REPLACES INVOIC	257	ACH Transaction	166.56
103297446	KIMBALL MIDWEST	01-19-000-72540 166.56	SHINE - THIS REPLACES INVOIC	257	ACH Transaction	166.56
103297688	KIMBALL MIDWEST	01-19-000-72540 166.56	SHINE - THIS REPLACES INVOIC	257	ACH Transaction	166.56
103297763	KIMBALL MIDWEST	01-19-000-72540 166.56	SHINE - THIS REPLACES INVOIC	257	ACH Transaction	166.56
1300053764	LEXISNEXIS RISK DATA MNGMNT	01-17-225-72655 5,100.00 01-17-225-72655 1,000.00	INVESTIGATIONS SOFTWARE 11/1	258	ACH Transaction	6,100.00
712679	MEADE, INC.	01-26-025-72775 177.29	CABLE LOCATE - 173RD & OAK P	259	ACH Transaction	177.29
126145	OFFICE REVOLUTION LLC	75-00-000-72742-0323 997.74 75-00-000-72742-0323 316.02 75-00-000-72742-0323 434.24 75-00-000-72742-0323 1,302.72 75-00-000-72742-0323 11,488.68 75-00-000-72742-0323 10,418.25	HARMONY SQUARE BUILDING B &	260	ACH Transaction	24,957.65
126146	OFFICE REVOLUTION LLC	75-00-000-72742-0323 7,000.00 75-00-000-72742-0323 10,290.00 75-00-000-72742-0323 3,624.00 75-00-000-72742-0323 4,080.00	HARMONY SQUARE BUILDING C VI	260	ACH Transaction	24,994.00
126147	OFFICE REVOLUTION LLC	75-00-000-72742-0323 24,999.90	HARMONY SQUARE BLDG B FURNIT	260	ACH Transaction	24,999.90
125885	OFFICE REVOLUTION LLC	75-00-000-72742-0323 59,218.06	HARMONY SQUARE PROJECT - FUR	260	ACH Transaction	59,218.06
IN200-2005176	PRECISE MRM LLC	01-26-023-72655 180.00	5MB FLAT DATA PLAN US NAF	261	ACH Transaction	180.00
1045981	PRIMUS ELECTRONICS CORPORATION	01-77-000-72550 562.82	MALE CRIMP CONNECTOR, MALE C	262	ACH Transaction	562.82
25040433	ROBINSON ENGINEERING LTD.	60-00-002-75806-0113 3,539.00 64-00-002-75806-0113 3,539.00	16-R0402.04 175TH ST CONSTRU	263	ACH Transaction	7,078.00
25030327	ROBINSON ENGINEERING LTD.	01-14-000-72840 609.00	TP TRU HILTON HOTEL FEBRUARY	263	ACH Transaction	609.00
25030329	ROBINSON ENGINEERING LTD.	18-00-000-72840 824.00	TP OAK PARK PARKING LOT FEBR	263	ACH Transaction	824.00
25040316	ROBINSON ENGINEERING LTD.	01-26-023-72840 2,500.00	25-R0320 TP INVEST IN COOK G	263	ACH Transaction	2,500.00
25030328	ROBINSON ENGINEERING LTD.	28-00-000-72840 1,310.00	24-R0278 TP 7 BREW 159TH ST	263	ACH Transaction	1,310.00

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
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
25030325	ROBINSON ENGINEERING LTD.	28-00-000-72840 1,349.25	21-R0612.02 PT PETE'S FRESH	263	ACH Transaction	1,349.25
25030326	ROBINSON ENGINEERING LTD.	01-14-000-72840 1,266.00	23-R0412 TP SPLASH CAR WASH	263	ACH Transaction	1,266.00
25030267	ROBINSON ENGINEERING LTD.	01-14-000-72840 2,693.75	TP MARRIOTT CONSTRUCTION ENG	263	ACH Transaction	2,693.75
7482PH2-96B	SITE DESIGN GROUP, LTD.	01-26-023-72847 2,381.10	TP LANDSCAPE MGMT - SVC 0311	264	ACH Transaction	2,381.10
7482PH2-92A	SITE DESIGN GROUP, LTD.	01-26-023-72847 2,266.25	TP LANDSCAPE MGMT - SVC 0302	264	ACH Transaction	2,266.25
S007731036.002	STEINER ELECTRIC COMPANY	01-26-025-72520 241.88	TYPE REPL LENS	265	ACH Transaction	241.88
S007752161.001	STEINER ELECTRIC COMPANY	01-26-025-72520 210.00	PHIL PL-C-18W ALTO FLUOR LAM	265	ACH Transaction	210.00
S007755324.001	STEINER ELECTRIC COMPANY	01-26-025-72520 56.34	ALTO 30 PK	265	ACH Transaction	56.34
S007752161.002	STEINER ELECTRIC COMPANY	01-26-025-72520 792.00	ALTO 30 PK, ALTO FLOUR LAMP	265	ACH Transaction	792.00
S007753794.001	STEINER ELECTRIC COMPANY	01-26-025-73550 179.44	EMT CONDUIT 10FT	265	ACH Transaction	179.44
S007749178.001	STEINER ELECTRIC COMPANY	01-26-025-72520 186.00	ALTO 30PK	265	ACH Transaction	186.00
S007746434.002	STEINER ELECTRIC COMPANY	01-26-025-73570 199.99	1000 VOLT CONT/AMPS	265	ACH Transaction	199.99
S007747652.001	STEINER ELECTRIC COMPANY	01-26-025-73570 574.96	B-CAP WIRE CONNECTOR MODEL B	265	ACH Transaction	574.96
KZ042425 DOWN	STERNBERG LIGHTING, INC.	01-26-025-73570 11,076.00	OAK PARK AVE LIGHT POLES	266	ACH Transaction	11,076.00
5430	STEVE SPIESS CONSTRUCTION INC.	60-00-002-75706-0435 67,985.48	179TH ST. WATER MAIN REPLACE	267	ACH Transaction	67,985.48
3262644	TELADOC HEALTH INC	01-00-000-13601 204.60	VOTP MY STRENGTH COMPLETE PE	268	ACH Transaction	1,735.80
		01-12-000-72447 1,531.20				
5652	TRIA ARCHITECTURE, INC.	75-00-002-72742-0323 27,165.90	HARMONY SQUARE INFRASTRUCTUR	269	ACH Transaction	32,730.00
		33-00-002-72742-0323 5,564.10				
5763	TRIA ARCHITECTURE, INC.	75-00-002-72742-0323 18,110.60	HARMONY SQUARE INFRASTRUCTUR	269	ACH Transaction	21,820.00
		33-00-002-72742-0323 3,709.40				
5764	TRIA ARCHITECTURE, INC.	30-00-000-75909 87.50	CONSTRUCTION OBSERVATION THR	269	ACH Transaction	87.50
206736718	TRUGREEN	01-26-023-72881 73.95	FERTILIZATION TREATMENTS	270	ACH Transaction	73.95
5891417-0	WAREHOUSE DIRECT INC	30-00-000-75110 6,350.94	LATERAL FILING CABINETS	271	ACH Transaction	8,131.38
		30-00-000-75110 402.00				
		30-00-000-75110 778.44				
		30-00-000-75110 600.00				

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Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
5916711-0	WAREHOUSE DIRECT INC	60-00-000-73110 26.30 63-00-000-73110 2.92 64-00-000-73110 12.52 01-26-025-73110 20.87 01-26-023-73110 41.74	SHARPIE, FLAIR, MAGNUM, SUPE 271		ACH Transaction	104.35
5916697-0	WAREHOUSE DIRECT INC	60-00-000-73110 35.94 63-00-000-73110 3.99 64-00-000-73110 17.12 01-26-023-73110 57.05 01-26-025-73110 29.66	PAPER	271	ACH Transaction	143.76
5912503-0	WAREHOUSE DIRECT INC	01-26-025-73110 5.12	LEAD 7MM, 90TB 3TB/PK	272	ACH Transaction	5.12
5908016-0	WAREHOUSE DIRECT INC	30-00-000-75110 532.88	TASKLIGHT 42W, TASKLIGHT 30W	272	ACH Transaction	532.88
5912424-0	WAREHOUSE DIRECT INC	01-14-000-73110 287.52	COPY PAPER - VH	272	ACH Transaction	287.52
S51641	WEST SIDE TRACTOR SALES	60-00-000-72540 155.93 63-00-000-72540 51.97 64-00-000-72540 89.10	OIL FILTER, FILTER ELEMENT,	273	ACH Transaction	297.00
8105	WRIGHT MATERIALS LLC	01-26-023-73680 100.00	NEW LENOX FIELD - PULVERIZED	274	ACH Transaction	100.00
8030	WRIGHT MATERIALS LLC	60-00-000-73680 126.00 63-00-000-73680 14.00 64-00-000-73680 60.00	NEW LENOX FIELD - PULVERIZED	274	ACH Transaction	200.00
022025	7-ELEVEN	01-17-205-72540 408.00	FEBRUARY CAR WASH'S PD	383	Paper Check	408.00
9560731014	A T & T	63-00-000-72120 9.57 01-14-000-72120 1,175.97 60-00-000-72120 46.96 64-00-000-72120 18.02	ACCT#831001-234811 VILL OF T	384	Paper Check	1,250.52

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
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
7644841014	A T & T	01-11-000-72120 161.76	ACCT#8310011782085 VILL OF T 384		Paper Check	2,310.83
		01-12-000-72120 161.76				
		01-14-000-72120 161.76				
		01-15-000-72120 161.76				
		01-16-000-72120 161.76				
		01-17-205-72120 161.76				
		01-19-000-72120 161.76				
		01-21-000-72120 161.76				
		01-26-023-72120 161.76				
		01-26-025-72120 272.67				
		01-33-000-72120 161.76				
		01-35-000-72120 161.75				
		01-42-000-72120 161.76				
		60-00-000-72120 69.32				
		63-00-000-72120 9.24				
		64-00-000-72120 18.49				

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Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
287322524764X0427202	A T & T MOBILITY	63-00-000-72120 0.34	ACCT# 287322524764 TP PD 708 385		Paper Check	72.48
		01-26-025-72120 2.60				
		60-00-000-72120 3.06				
		64-00-000-72120 3.56				
		01-11-000-72120 4.84				
		01-14-000-72120 4.84				
		01-15-000-72120 4.84				
		01-16-000-72120 4.84				
		01-17-205-72120 4.84				
		01-19-000-72120 4.84				
		01-19-000-72120 4.84				
		01-21-000-72120 4.84				
		01-33-000-72120 4.84				
		01-26-023-72120 4.84				
		01-35-000-72120 4.84				
		01-42-000-72120 4.84				
		01-26-025-72120 4.84				
6717510734983	ADVANCE AUTO PARTS	01-21-000-72540 21.05	RELAY - #683RV	386	Paper Check	21.05
646417	APPLE CHEVROLET	01-19-000-72540 2,275.99	PERFORM MULTI-POINT VEHICLE	387	Paper Check	2,275.99
646507	APPLE CHEVROLET	01-19-000-72540 2,275.99	PERFORM MULTI-POINT VEHICLE	387	Paper Check	2,275.99
420128	APPLE CHEVROLET	01-17-205-72540 120.03	TRANSMITER - 2022 BLAZER NS1	387	Paper Check	120.03

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Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
VTP2516	BETTENHAUSEN CONSTRUCTION SERV	60-00-000-73681 1,267.88	SPOILS AND STONE HAUL AWAY 2 388		Paper Check	4,000.00
		63-00-000-73681 140.87				
		64-00-000-73681 603.75				
		01-26-023-72890 862.50				
		60-00-000-73860 425.25				
		63-00-000-73860 47.25				
		64-00-000-73860 202.50				
		01-26-023-73860 337.50				
		70-00-000-73860 112.50				
250045	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-72890 300.00	VTP2515	388	Paper Check	1,000.00
		60-00-000-73681 441.00				
		63-00-000-73681 49.00				
		64-00-000-73681 210.00				
250046	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-72890 300.00	VTP2515 SEMI TRUCK TIME FOR 388		Paper Check	1,000.00
		60-00-000-73681 441.00				
		63-00-000-73681 49.00				
		64-00-000-73681 210.00				
250047	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-72890 300.00	VTP2515 SEMI TRUCK TIME FOR 388		Paper Check	1,000.00
		60-00-000-73681 441.00				
		63-00-000-73681 49.00				
		64-00-000-73681 210.00				
250048	BETTENHAUSEN CONSTRUCTION SERV	01-26-023-72890 262.50	VTP2515 SEMI TRUCK TIME FOR 388		Paper Check	875.00
		60-00-000-73681 385.88				
		63-00-000-73681 42.88				
		64-00-000-73681 183.74				

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Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
250049	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	VTP2515 SEMI TRUCK TIME FOR	388	Paper Check	250.00
042125	BLANKENSHIP, BRIAN	01-35-000-72923-0082 250.00	TANK AND THE BEEZ PERFORMANC	389	Paper Check	250.00
042825	BOB JONES UNIVERSITY	01-41-046-72920 1,000.00	BENJAMIN WILLIAM JETT #43233	390	Paper Check	1,000.00
160956	BS&A SOFTWARE LLC	30-00-000-74167 392.00	PERMIT APPLICATION SUBMISSIO	391	Paper Check	392.00
25871	C & M PIPE & SUPPLY CO., INC	01-26-023-73790 1,310.00	24IN X 2DR INLET W/BASE BLAN	392	Paper Check	1,310.00
422	CASE LOTS INC	60-00-000-73845 40.89 63-00-000-73845 4.54 64-00-000-73845 19.47	GOJO SANITIZER ES4, PURELL D	393	Paper Check	64.90
INV508027	CDS OFFICE TECHNOLOGIES	01-17-220-72655 6,160.00	I-PRO IN-CAR VIDEO UDE ON-PR	394	Paper Check	6,160.00
1028-13987 15	CED INC	01-26-025-73550 1,281.70	SUPER 33+ 3/4X76FT CODING TA	395	Paper Check	1,281.70
1028-1394609	CED INC	01-26-025-73550 2,270.00	#6 STR WHITE 500 REEL, #10 S	395	Paper Check	2,270.00
55-5377	CENTRAL SOD FARMS INC	60-00-000-73680 110.25 63-00-000-73680 12.25 64-00-000-73680 52.50	CONTRACTOR'S MIX - 50LB	396	Paper Check	175.00
55-5376	CENTRAL SOD FARMS INC	60-00-000-73680 260.82 63-00-000-73680 28.98 64-00-000-73680 124.20	HD2000 KENTUCKY BLUE GRASS	396	Paper Check	414.00
55-5271	CENTRAL SOD FARMS INC	60-00-000-73680 57.83 63-00-000-73680 6.43 64-00-000-73680 27.54	HD2000 KENTUCKY BLUE GRASS	396	Paper Check	91.80
55-5101	CENTRAL SOD FARMS INC	60-00-000-73680 114.28 63-00-000-73680 12.70 64-00-000-73680 54.42	HD2000 KENTUCKY BLUE GRASS	396	Paper Check	181.40
27979	CHICAGO STREET CCDD, LLC	01-26-023-72890 640.00	DUMP FEE 4/10 & 4/11/25	397	Paper Check	640.00

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Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
4227184001	CINTAS CORPORATION	01-26-025-72790 128.15	MATS - PD	398	Paper Check	128.15
4225040192	CINTAS CORPORATION	01-26-025-72790 381.67	MATS - PW	398	Paper Check	381.67
4222049864	CINTAS CORPORATION	01-26-025-72790 381.67	MATS - PW	398	Paper Check	381.67
4227184001	CINTAS CORPORATION	01-26-025-72790 128.15	MATS - PD	398	Paper Check	128.15
4227512898	CINTAS CORPORATION	01-26-025-72790 214.20	MATS - VH	398	Paper Check	214.20
4227952101	CINTAS CORPORATION	01-26-025-72790 381.67	MATS - PW GARAGE	398	Paper Check	381.67
9318251666	CINTAS CORPORATION	01-26-025-73117 331.77	MEDICINE CABINET - PD	399	Paper Check	331.77
9318247025	CINTAS CORPORATION	01-26-025-73117 75.93	MEDICINE CABINET - POLICE SH	399	Paper Check	75.93
9318245235	CINTAS CORPORATION	01-26-025-73117 243.35	MEDICINE CABINET - FIRE STAT	399	Paper Check	243.35
9318255703	CINTAS CORPORATION	01-26-025-73117 60.99	MEDICINE CABINET - PUMP HOUS	399	Paper Check	60.99
9318249256	CINTAS CORPORATION	01-26-025-73117 916.35	MEDICINE CABINET - PW GARAGE	399	Paper Check	916.35
9318253959	CINTAS CORPORATION	01-26-025-73117 418.69	MEDICINE CABINET - PUBLIC SA	399	Paper Check	418.69
9318238474	CINTAS CORPORATION	01-26-025-73117 216.99	MEDICINE CABINET - FIRE DEPT	399	Paper Check	216.99
15030-152832	MASTER AUTO SUPPLY	01-26-023-72540 63.30	AIR - STREET UNIT #138	4	Paper Check	63.30
15030-150355	MASTER AUTO SUPPLY	01-26-023-72540 38.77	VULCANIZING CEMENT, MUFFLER	4	Paper Check	38.77
87714018103162 0414	COMCAST CABLE	01-17-205-72517 70.62	ACCT#8771401810316240 7850 1 400		Paper Check	70.62
8771401810265348 415	COMCAST CABLE	01-19-000-72517 109.57	ACCT#8771401810265348 6829 1 400		Paper Check	109.57
8771401810784702 416	COMCAST CABLE	01-19-000-72517 122.35	ACCT#8771401810784702 7825 1 400		Paper Check	122.35
8480205000 041525	COMED - COMMONWEALTH EDISON	70-00-000-72510 28.08	ACCT#8480205000 7650 TIMBER	401	Paper Check	28.08
1201166000 041525	COMED - COMMONWEALTH EDISON	64-00-000-72510 138.79	ACCT#1201166000 7950 W TIMB	402	Paper Check	138.79
7271373000 041525	COMED - COMMONWEALTH EDISON	01-26-025-72510 3,491.33	ACCT#7271373000 VILLAGE RR	1 403	Paper Check	3,491.33
2563562000 041725	COMED - COMMONWEALTH EDISON	01-26-025-72510 24.60	ACCT#2563562000 9342 PARKWO	404	Paper Check	24.60
1955173000 041725	COMED - COMMONWEALTH EDISON	64-00-000-72510 1,022.20	ACCT#1955173000 SS BROOKSID	405	Paper Check	1,022.20
8834574000 041725	COMED - COMMONWEALTH EDISON	01-26-025-72510 66.81	ACCT#8834574000 19948 SILVER	406	Paper Check	66.81
4267014000 041725	COMED - COMMONWEALTH EDISON	64-00-000-72510 820.98	ACCT#4267014000 LAPORTE RD &	407	Paper Check	820.98
1909555000 042125	COMED - COMMONWEALTH EDISON	01-26-025-72510 338.03	ACCT#1909555000 7980 W 183RD	408	Paper Check	338.03
4020284000 42225	COMED - COMMONWEALTH EDISON	64-00-000-72510 123.43	ACCT#4020284000 RIDGEFIELD	409	Paper Check	123.43

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76299220	CONNECTION	01-16-000-74128 164.79	2PK BLACK TONER HIGH YIELD	410	Paper Check	164.79
041525	DEITERS, SHANNON	01-35-000-72923-0082 200.00	CHALK ART LIVE DEMO 5/10 ART	411	Paper Check	200.00
37822	DEL GALDO LAW GROUP LLC	01-14-000-72857 1,827.50	LEGAL SERVICES - FOIA 3/1-3	412	Paper Check	1,827.50
37825	DEL GALDO LAW GROUP LLC	01-14-000-72850 4,993.50 01-14-000-72858 4,636.50	LEGAL SVCES - LITIGATION 3/1	412	Paper Check	9,630.00
37823	DEL GALDO LAW GROUP LLC	01-14-000-72850 10,061.50	LEGAL SVCES - GENERAL 3/1-3/	412	Paper Check	10,061.50
37824	DEL GALDO LAW GROUP LLC	01-14-000-72855 2,537.00	LEGAL SVCES - LABOR & EMPLOY	412	Paper Check	2,537.00
041525	DORNBOS, AMY	01-35-000-72923-0082 200.00	CHALK ARE LIVE DEMO 5/10 ART	413	Paper Check	200.00
27596-3	EAGLE UNIFORM CO INC	01-21-000-73610 875.00	MISC UNIFORM EGS-MISC	414	Paper Check	875.00
259379	FARNSWORTH GROUP	01-14-000-72840 1,592.50	01170121.37 TRU HOTEL TASK O	415	Paper Check	1,592.50
INV-07781	FLAGS USA LLC	01-26-025-73112 1,946.00	AMERICAN FLAG, ILLINOIS STAT	416	Paper Check	1,946.00
041525	FLEMING, DAVID	01-35-000-72923-0082 400.00	BALLOONS AT 5/10 ART & GARDE	417	Paper Check	400.00
52-589437	FMP	01-26-023-72540 87.70	PUMP ASY - STREET UNIT #59	418	Paper Check	87.70
52-589098	FMP	01-21-000-72540 148.97	COATED BRAKE ROTOR, BRAKE LI	418	Paper Check	148.97
7936804	G. W. BERKHEIMER CO., INC.	01-26-025-72520 75.48	AIR FILTER - 20X25X1 48325	419	Paper Check	75.48
300009395	GOVERNMENT MANAGEMENT	01-16-000-72720 550.00	ILLINOIS CHAPTER DUES, LEVEL	420	Paper Check	550.00
9481775147	GRAINGER	60-00-000-73410 640.09 63-00-000-73410 71.12 64-00-000-73410 304.81	COPPER PIPE SHUT OFF TOOL	421	Paper Check	1,016.02
1388	GREAT LAKES URBAN FORESTRY INC	01-26-023-75630 15,500.00	TREE INVENTORY - PKWY TREE	422	Paper Check	15,500.00
042925	GRIFFIN TIMOTHY	01-19-000-72540 9.98	REIM: REPLACEMENT KEY FOR B	423	Paper Check	9.98
TP01	HANNA, CORI	01-35-100-72983 2,000.00	IG REEL	424	Paper Check	2,000.00
13688	HANSEN DOOR INC	01-26-025-72520 389.60	REPLACED BROKEN CABLE, LUBED	425	Paper Check	389.60

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Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
43867878	HEIDELBERG MATERIALS MIDWEST	60-00-000-73860 444.89 63-00-000-73860 49.43 64-00-000-73860 211.85 01-26-023-73860 353.09 70-00-000-73860 117.71	BED/BACKFILL 4/15/25	426	Paper Check	1,176.97
041625	HERNANDEZ BEECHY, GRACE	01-35-000-72923-0082 400.00	MUSICIAN AT ART & GARDEN MAR 427		Paper Check	400.00
04/30/2025	ILLINOIS DEPART.OF AGRICULTURE	01-26-023-72140 570.00	3 YEAR LICENSE FEE (2025, 20 428		Paper Check	570.00
042225	ILLINOIS STATE POLICE	84-00-000-20651 10,096.33	ASSET FORFEITURE CASES - SEE 429		Paper Check	10,096.33
50-257781	INDUSTRIAL NETWORKING SOLUTION	01-16-000-72655 750.00	SEMTECH 1 YEAR AIRLINK 4/1/2 430		Paper Check	750.00
363784	INTERSTATE BATTERY SYSTEM	60-00-000-72528 71.90 63-00-000-72528 71.90	FAS1075 BATTERY	431	Paper Check	143.80
363878	INTERSTATE BATTERY SYSTEM	60-00-000-72540 147.92 63-00-000-72540 19.72 64-00-000-72540 114.12	31P-MHD BATTERY	431	Paper Check	281.76
20119716	KNICKERBOCKER ROOFING & PAVING	01-26-025-72520 1,487.63	ROOF REPAIR TO PW GARAGE	432	Paper Check	1,487.63
21170	LIBERTY FLAGS AND BANNERS	01-35-000-73112 980.00	2025 NEW MILITARY BANNERS "L 433		Paper Check	980.00
49315013	LINDE GAS & EQUIPMENT INC	60-00-000-73730 22.91 63-00-000-73730 22.91 64-00-000-73730 19.63 01-26-023-73730 65.45 01-26-025-73730 32.72	CUST#71784874 - INDUST ACETY 434		Paper Check	163.62
06282025	LOCALGOVNEWSORG	01-12-000-72720 1,984.00	1 YEAR MEMBERSHIP TO LOCALGO 435		Paper Check	1,984.00
40EY3818	MAP AUTOMOTIVE OF CHICAGO	01-17-205-72540 163.92	FILTER ASY - POLICE STOCK	436	Paper Check	163.92
40EV4727	MAP AUTOMOTIVE OF CHICAGO	01-17-205-72540 (54.00)	MTB CORE - POLICE CREDIT	436	Paper Check	(54.00)
40EY3814	MAP AUTOMOTIVE OF CHICAGO	01-21-000-72540 243.46	BATTERY, FILTER - EMA STOCK	436	Paper Check	243.46
IN5601036	MARTIN WHALEN O.S. INC.	01-16-000-72756 165.00	87145-1 MWO XEROX COMM DEV	437	Paper Check	165.00
74900	MENARDS	01-26-025-72520 96.95	ACCT#30860257 - SS FCT, RAYA	438	Paper Check	96.95
74609	MENARDS	01-26-025-73550 44.20	ACCT#30860257 - COUPLER, PLA	438	Paper Check	44.20

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
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
74258	MENARDS	01-26-025-73410 49.42	ACCT#30860257 - TAPCON, BRUS 438		Paper Check	49.42
74613	MENARDS	01-26-025-73410 13.64	ACCT#30860257 - MULTI PURPOS 438		Paper Check	13.64
74959	MENARDS	01-26-025-73580 15.45	ACCT#30860257 - MINI CLIP BO 438		Paper Check	15.45
74276	MENARDS	01-26-025-73410 7.99	ACCT#30860257 - SCREWDRIVER 438		Paper Check	7.99
74953	MENARDS	01-26-025-72540 11.99	ACCT#30860257 - ROEBIC MAIN 438		Paper Check	11.99
75057	MENARDS	01-26-025-73570 74.29	ACCT#30860257 - WIRE MARKERS 438		Paper Check	74.29
75081	MENARDS	01-26-025-72520 2.00	ACCT#30860257 - TWEEZER TECH 438		Paper Check	2.00
75083	MENARDS	01-26-023-73680 348.84	ACCT#30860257 - TOTE, SCOOP, 438		Paper Check	348.84
74905	MENARDS	01-17-235-73600 136.66	ACCT#30860456 - 5 SHELF HEAV 438		Paper Check	136.66
74842	MENARDS	01-26-023-73410 259.63	ACCT#30860257 - BOW RAKE 16T 438		Paper Check	259.63
74848	MENARDS	01-26-025-72520 34.75	ACCT#30860257 - 3/16" V-NTCH 438		Paper Check	34.75
74672	MENARDS	60-00-000-73410 92.71 63-00-000-73410 10.30 64-00-000-73410 44.14	ACCT#30860257 - T50 1/2' STA 438		Paper Check	147.15
74511	MENARDS	01-26-025-72540 24.98	ACCT#30860257 - 3/4" BRONZ B 438		Paper Check	24.98
74514	MENARDS	60-00-000-73410 13.84 63-00-000-73410 1.54 64-00-000-73410 6.59	ACCT#30860257 - MF 7 IN 1 PA 439		Paper Check	21.97
74729	MENARDS	01-26-023-73410 13.04	ACCT#30860257 - TAPCON HEX 1 439		Paper Check	13.04
74580	MENARDS	01-26-025-72520 38.56	ACCT#30860257 - 12/2 8' SOL 439		Paper Check	38.56
74571	MENARDS	01-26-025-73580 43.69	ACCT#30860257 - PREMIUM TOP 439		Paper Check	43.69
74554	MENARDS	01-26-025-73410 23.74	ACCT#30860257 - C 4PK ENERGI 439		Paper Check	23.74
74572	MENARDS	01-26-025-73680 46.26	ACCT#30860257 - PREMIUM TOP 439		Paper Check	46.26
74336	MENARDS	01-26-025-72520 23.97	ACCT#30860257 - FAST SNDNG S 439		Paper Check	23.97
72925	MENARDS	01-26-023-73870 17.96	ACCT#30860257 - 27 GALLON TO 439		Paper Check	17.96

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
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
74666	MENARDS	60-00-000-73410 35.05 63-00-000-73410 3.89 64-00-000-73410 16.69	ACCT#30860257 - LADDER/LUMBE 439		Paper Check	55.63
74668	MENARDS	30-00-000-75110 9.88	ACCT#30860257 - 17X35 MANOR 439		Paper Check	9.88
74520	MENARDS	01-26-025-73410 151.53	ACCT#30860257 - 5 GALLON MEN 439		Paper Check	151.53
74573	MENARDS	01-17-220-73760 173.79	ACCT#30860456 - LVL CLOSET R 439		Paper Check	173.79
74719	MENARDS	01-17-220-73600 29.94	ACCT#30860456 - 16-3 25' ORA 439		Paper Check	29.94
74720	MENARDS	01-17-205-72540 13.98	ACCT#30860456 - 16-3 50' ORA 439		Paper Check	13.98
75018	MENARDS	01-26-025-72520 78.49	ACCT#30860257 - 1" X CLS RGD 439		Paper Check	78.49
75090	MENARDS	01-26-023-73680 (18.99)	ACCT#30860257 - 40 GALLON TO 440		Paper Check	(18.99)
74721	MENARDS	01-17-205-72540 41.94	ACCT#30860456 - 16-3 50' ORA 440		Paper Check	41.94
74669	MENARDS	01-35-000-73870 273.86	ACCT#30860257 - 76 QT STACKE 440		Paper Check	273.86
74972	MENARDS	64-00-000-72525 80.64	ACCT#30860257 - 15A/125V PLU 440		Paper Check	80.64
74264	MENARDS	60-00-000-73620 21.67 63-00-000-73620 21.67 64-00-000-73620 18.58	ACCT#30860257 - FLUORSCNT SP 440		Paper Check	61.92
74896	MENARDS	60-00-000-73680 78.74 63-00-000-73680 8.75 64-00-000-73680 37.49	ACCT#30860257 - 3' X 100' IN 440		Paper Check	124.98
74960	MENARDS	01-19-000-72520 59.99	ACCT# 30860355 - 5 SHELF XL 440		Paper Check	59.99
75113	MENARDS	01-19-000-72140 1,952.10 01-19-000-72140 192.45	ACCT# 30860355 - TRAINING TO 440		Paper Check	2,144.55
INV072585	METROPOLITAN INDUSTRIES, INC.	60-00-000-72528 1,435.00 63-00-000-72528 1,435.00	PUMP REPAIR	441	Paper Check	2,870.00

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

EXP CHECK RUN DATES 05/02/2025 - 05/02/2025

POSTED PAID

BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
19214	MIDAMERICAN TECHNOLOGY, INC.	01-26-025-73570 3,915.00	ELECTRICAL SUPPLIES	442	Paper Check	9,350.00
		01-26-025-73570 2,610.00				
		01-26-025-73570 825.00				
		01-26-025-73570 510.00				
		01-26-025-73570 690.00				
		01-26-025-73570 510.00				
		01-26-025-73570 290.00				
R82395	MONROE TRUCK EQUIPMENT, INC.	01-26-023-72540-0005 3,658.09	UNIT 6 - PLOW	443	Paper Check	3,658.09
7654587001	MSC INDUSTRIAL SUPPLY CO.	01-26-023-72540 680.29	GR 8 SHAKER SCREEN BOLT	444	Paper Check	680.29
7615304001	MSC INDUSTRIAL SUPPLY CO.	01-17-205-72540 166.13	PCTEL HOLE PLUG 3/4 IN 25PK	444	Paper Check	166.13
TPCN-0425-BDA	MUNICIPAL SERVICES CONSULTING INC	01-77-000-72790 24,000.00	BDA-HARMONY SQUARE FACILITIE	445	Paper Check	24,000.00
81423710003 41725	NICOR	01-26-025-72511 131.15	ACCT#81423710003 METER 28316	446	Paper Check	131.15
64423710009 41725	NICOR	01-26-025-72511 800.37	ACCT#64423710009 METER 33583	446	Paper Check	800.37
41883243671 041725	NICOR	01-26-025-72511 393.15	ACCT#41883243671 METER 42836	446	Paper Check	393.15
90223493009 042125	NICOR	01-26-025-72511 307.11	ACCT#90223493009 METER 50807	446	Paper Check	307.11
L150-127	OPERATING ENGINEERS LOCAL #150	01-26-023-72140 4,992.00	CDL TRAINING- B TO A - MIKE	447	Paper Check	4,992.00
075176/1	PARK ACE HARDWARE	01-26-025-73410 57.56	CUST# 891432 - DUR BATT LTHM	448	Paper Check	57.56
075198/1	PARK ACE HARDWARE	60-00-000-73840 5.04	CUST# 891432 - HOSE ADAPTER	448	Paper Check	9.59
		63-00-000-73840 1.68				
		64-00-000-73840 2.87				
075162/1	PARK ACE HARDWARE	01-26-025-72520 4.12	CUST# 89143 - 3/8" COMBINATI	448	Paper Check	4.12
075224/1	PARK ACE HARDWARE	60-00-000-73630 12.08	CIST# 891432 - HOSE ADAPTER	448	Paper Check	19.18
		63-00-000-73630 1.34				
		64-00-000-73630 5.76				
075232/1	PARK ACE HARDWARE	01-26-025-73410 11.99	CUST# 891432 - SCREWDRIVER P	448	Paper Check	11.99
12165	PROMOS 911, INC	01-19-000-73605 803.11	HAND PIZZA CUTTER, MAGNETIC	449	Paper Check	803.11
55809	QBF GRAPHICS GROUP	01-35-000-73870 378.00	72 X 36 HOLIDAY BENNER, IRIS	450	Paper Check	378.00
102854	REACH MEDIA NETWORK	01-26-025-72655 2,100.00	PLAYER LICENSE RENEWAL 2/1/2	451	Paper Check	2,100.00

VOTP VOUCHER REPORT FOR VILLAGE OF TINLEY PARK

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BANK ACCOUNTS: IPMG, 53CNT

Invoice Number	Vendor Name	Distributions\Amounts	Description	Paid By Check Number	Pay By Check Type	Inv Amt
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
2025-277	ROMEOVILLE FIRE ACADEMY	01-19-000-72145 950.00	COMMON PASSENGER VEHICLE RES 452		Paper Check	950.00
2025-300	ROMEOVILLE FIRE ACADEMY	01-19-000-72145 900.00	ROPE OPERATIONS 4/21-4/25/25 452		Paper Check	900.00
96814075	SAFETY KLEEN SYSTEMS, INC.	60-00-000-72540 15.10 63-00-000-72540 5.03 64-00-000-72540 8.63 01-17-205-72540 48.76 01-26-023-72540 28.76 01-26-025-72540 28.76 01-33-300-72540 8.74	ICE BREAKER WINTER - -4 BULK 453		Paper Check	143.78
IN14078757	SBA STEEL,LLC	60-00-000-72631 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	TOWER SITE RENT #IL46494-A-0 454		Paper Check	2,019.91
4111	SERVPRO OF FRANKFORT	60-00-000-72745 15,000.00	RESTORATION AT 6424 TERRACE 455		Paper Check	15,000.00
4110	SERVPRO OF FRANKFORT	60-00-000-72745 1,214.40	RESTORATION AT 6424 TERRACE 455		Paper Check	1,214.40
P03220	STANDARD EQUIPMENT	01-26-023-72540 1,143.08	DUCTING WELD, GASKET STREET 456		Paper Check	1,143.08
P03221	STANDARD EQUIPMENT	01-26-023-72540 1,477.39	INNER TUBE WELD WALL, OUTER 456		Paper Check	1,477.39
P03219	STANDARD EQUIPMENT	01-26-023-72540 1,299.58	DEBRIS HOSE 8X5, BAND CLAMP 456		Paper Check	1,299.58
003385	STANDARD EQUIPMENT	01-26-023-72540 641.11	OIL/FUEL FILTER, PRIMARY/SAF 456		Paper Check	641.11
003386	STANDARD EQUIPMENT	01-26-023-72540 528.75	LUBE/FUEL/AIR FILTER, CRANKC 456		Paper Check	528.75
003461	STANDARD EQUIPMENT	01-26-023-72540 123.53	TOGGLE BOLT - STREET UNIT #7 456		Paper Check	123.53
631138	SUTTON FORD INC./FLEET SALES	01-17-205-72540 187.96	RTDKEY PEPS FOB - POLICE #4C 457		Paper Check	187.96
631593	SUTTON FORD INC./FLEET SALES	01-33-300-72540 68.66	MOTOR ASY - VH #79 457		Paper Check	68.66
A61604M	TELCOM INNOVATIONS GROUP, LLC	01-26-025-72777 8,800.00	RENEWAL OF MAINTENANCE CONTR 458		Paper Check	8,800.00
219360	THE COP FIRE SHOP	01-17-235-73610 58.00	C/S MENS S/S POLO SZ MED EMB 459		Paper Check	58.00
25-0845	THOMPSON ELEVATOR INSPECTION	01-33-300-72853 76.00	2 ELEVATOR CODE INSPECTIONS 460		Paper Check	76.00
6000793139	TK ELEVATOR CORPORATION	01-26-025-72790 550.00	QEI COORDINATOIN & ASSOCIATE 461		Paper Check	550.00

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
Bank Account: 53CNT 5/3 - CENTRAL DISBURSEMENTS						
3008332028	TK ELEVATOR CORPORATION	01-26-025-72790 1,534.50	PLATINUM - FULL MAINTENANCE	461	Paper Check	1,534.50
3008177984	TK ELEVATOR CORPORATION	01-26-025-72790 1,407.80	PLATINUM - FULL MAINTENANCE	461	Paper Check	1,407.80
6000795190	TK ELEVATOR CORPORATION	01-26-025-72790 550.00	ELEVATOR INSPECTIONS - PUBLI	461	Paper Check	550.00
166064	TM TIRE CO INC	01-26-023-73560 1,670.00	FIRESTONE (STEER, DRIVE) - S	462	Paper Check	1,670.00
166065	TM TIRE CO INC	60-00-000-73560 346.50	CARLISLE TRAC SHIEF R4 SKID	462	Paper Check	660.00
		63-00-000-73560 115.50				
		64-00-000-73560 198.00				
042825	UNIVERSITY OF ILLINOIS BAPTIST HOUSING MINISTRY	01-41-046-72920 1,000.00	ZOE TSENG - SCHOLARSHIP WINN	463	Paper Check	1,000.00
5268643262	US DIGITAL DESIGNS, INC	77-00-000-74150 480.00	FLEX ALERT SUBSCRIPTION	464	Paper Check	480.00
6111657510	VERIZON WIRELESS	60-00-000-72127 17.79	ACCT#442345192-00001 WATER R	465	Paper Check	50.83
		63-00-000-72127 17.79				
		64-00-000-72127 15.25				
041525	VICKERS, ANDREW	01-35-000-72923-0082 200.00	CHALK ART LIVE DEMO 5/10 ART	466	Paper Check	200.00
042325	VOLD MEGHAN	01-17-205-72130 116.30	REIM: MEALS DURING LAW ENFO	467	Paper Check	116.30
25-041	WILL COUNTY FIRE CHIEF ASSOCIATION	01-19-000-72720 100.00	2025 ASSOCIATION DUES - TINL	468	Paper Check	100.00
11151	ZIEBART OF ILLINOIS, INC	01-19-000-72540 525.00	RP NEW RUST PERSONAL - SUB/T	469	Paper Check	525.00
269078-000	ZIEBELL WATER SERVICE PRODUCTS, INC	60-00-000-73632 735.00	6'6' TCIW HYD STEM, MAIN VAL	470	Paper Check	1,050.00
		64-00-000-73632 315.00				
042325	ZWOLINSKI, CHRISTINE	01-35-100-72983 1,800.00	PROMOTIONAL VIDEO HIGHLIGHTI	471	Paper Check	1,800.00
Total Bank Account 53CNT:						2,790,452.58
Report Total:						2,790,452.58



PLAN COMMISSION STAFF REPORT

March 20, 2025 Public Hearing

Petitioner

John Chwedyk of
Burnham Nationwide
Inc. on behalf of Richard
Dippolito of Brixmor/IA
Tinley Park Plaza, LLC
and Fifth Third Bank

Property Location

16061 Harlem Avenue

PIN

28-19-100-057-000

Zoning

B-2 PD (Community
Shopping, Tinley Park
Plaza PUD)

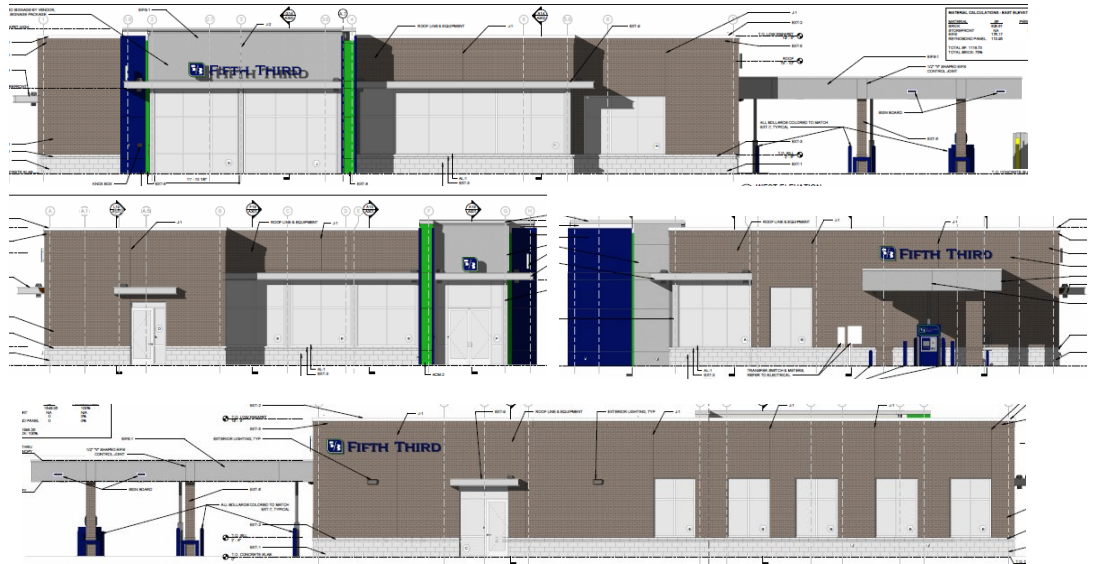
Approvals Sought

Special Use
Site Plan/ Architectural
Approval

Project Planner

Lori Kosmatka, AICP

Fifth Third Bank – New Construction of a Bank with Drive-Thru Service 16061 Harlem Avenue



EXECUTIVE SUMMARY

The Petitioner John Chwedyk of Burnham Nationwide, on behalf of Richard Dippolito of Brixmor/IA Tinley Park Plaza, LLC and Fifth Third Bank is proposing a new construction outlot building as a bank with drive-through service located in the southern portion of the existing Tinley Park Plaza Planned Unit Development ("PUD", "plaza").

In 2020, the Village Board approved the Phase 1 redevelopment of the northern portion of the PUD, followed by Phase 2 redevelopment (southern portion) in 2023. The 2023 approval included building changes to the inline shopping center, landscaping and parking lot changes, with an option for conceptual outlot building with a two-lane drive-thru in the main field of parking. That building's use type and tenancy was unknown at that time. The approval stated the forthcoming final design shall be in substantial conformance.

The current proposal is for new construction of a building slightly larger than the previous approval, with a third drive-thru lane, adjusted parking configuration and other associated site plan changes. The proposal will have a contemporary aesthetic complementary to the rest of the plaza. Recommended code exceptions and conditions have been noted.

The 0.66-acre subject property will be a leased parcel as part of the larger shared lot with the rest of Tinley Park Plaza.

EXISTING SITE & HISTORY

The subject property (see *Aerial Figure, highlighted in yellow*) is a 0.66-acre proposed tax parcel within the southern portion of the Tinley Park Plaza. Tinley Park Plaza (shown bounded in red) is a large shopping plaza located southeast of Harlem Avenue and 159th Street, north of 163rd Street. The plaza consists of a large in-line shopping center and two outlet buildings. The plaza was approved and began construction in 1974 and began a phase development/occupancy that was substantially completed in 1987. Upon acquisition, Brixmor/IA Tinley Park Plaza, LLC representatives have worked to improve the property. In 2015 the 9,100 sq. ft. north outlet building was approved.

Phase 1 Redevelopment: In 2020, they redeveloped the northern part of the plaza's inline building, as "Phase 1" and received site plan/architectural approval and zoning entitlement approval for a Special Use to retroactively create a Planned Unit Development ("PUD"), approved as Ordinance #20-O-050. The Phase 1 redevelopment provided modernized façade improvement along with new landscaping, and parking lot reconfiguration/reconstruction. Additionally, building demolition at the southern end of Phase 1 (middle of the inline shopping center) was approved, which left that area as vacant land.

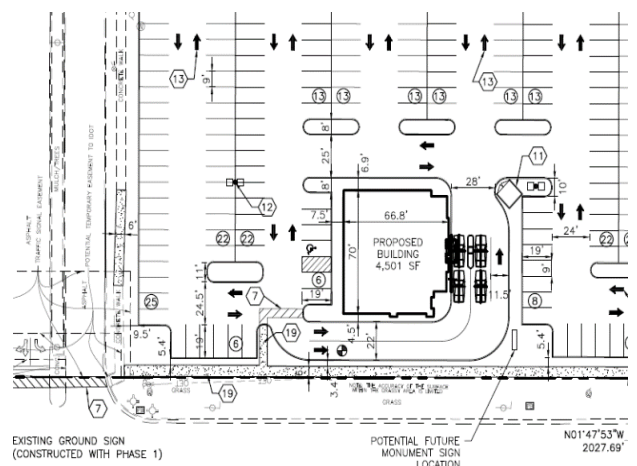
Phase 2 Redevelopment: Later in 2023, Brixmor redeveloped the southern part of the plaza as "Phase 2" and received site plan/architectural approval as well as a Substantial Deviation to the PUD (Ord. 23-O-048). The Phase 2 redevelopment extended the modernized appearance for the plaza, improved landscaping, and parking lot improvements as approved in Phase 1. The now formerly vacant land in the middle of the inline shopping center received approval for infill construction which reconnected the shopping center. Phase 2 approvals also included an option for conceptual outlet building with a two-lane drive-thru in the main field of parking. That building's use type and tenancy was unknown at that time. The approval stated the forthcoming final design shall be in substantial conformance.



Aerial of Tinley Park Plaza (in red); subject property yellow highlight



2023 Previously Approved Phase 2 Renderings



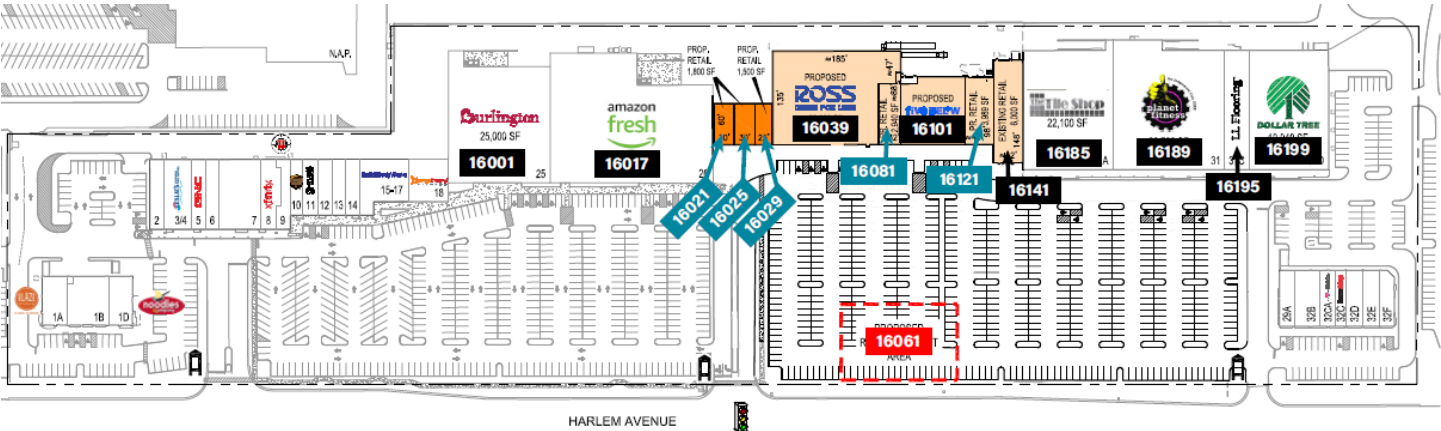
2023 Previously Approved Enlarged Excerpt Site Plan for Phase 2 Redevelopment (Conceptual Outlet Option)

ZONING & NEARBY LAND USES

The Tinley Park Plaza is one of the Village's major commercial corridors located on Harlem Avenue with service, restaurant, and retail tenants. The northern portion of the inline shopping center includes several commercial uses, including Amazon Fresh. The southern portion includes the new Ross and Five Below as well as the existing Tile Shop and Planet Fitness. The new infill construction (formerly vacant land) has available tenant spaces. The two existing outlots in the Tinley Park Plaza also include commercial uses.

The subject property is zoned as the **Tinley Park Plaza PUD with underlying B-2 (Community Shopping) zoning district**. The below table shows zoning information with respect to the entire PUD plaza:

Direction	Zoning	Land Use
North	B-2 Community Shopping	Commercial
East	B-2 PD (Community Shopping, Tinley Park Shopping Center PUD)	Commercial
South	B-4 (Office and Service Business)	Commercial
West	B-3 PD (General Business & Commercial, Park Center Plaza PUD)	Commercial



Tenant Map with Conceptual Location of Outlot

PROPOSED USE REQUIRING SPECIAL USE

The Petitioner proposes a new construction Fifth Third Bank in the southern portion of Tinley Park Plaza.

The building will be slightly larger than the previous approval, have a third drive-thru lane, and include adjusted parking configuration with other associated site plan changes. Since the outlot proposal is not in substantial conformance to the 2023 conceptual plan, a Special Use for a Substantial Deviation to the PUD is required along with site plan/architectural approval.

SPECIAL USE FOR SUBSTANTIAL DEVIATION TO THE PUD WITH EXCEPTIONS

A PUD inherently provides flexibility in its planning and zoning to facilitate and encourage the construction of imaginative and coordinated developments. Any items that do not meet the Zoning Ordinance regulations are considered "Exceptions" and should add to the coordinated development of the area. A Special Use for a Substantial Deviations to the PUD with Exceptions is required due to proposed changes that are not in substantial conformance from the previous approval.

Exceptions:

While it is not necessary to call out all Exceptions shown in the plans, staff often outlines these so that the Commission and Village Board understand what flexibility is being given to the development through the PUD process. Staff has identified the below Exceptions based on the submitted plans:

- 1) Reducing the required 26' drive aisles to allow 24' drive aisle widths, excluding width of gutters
- 2) Reduce the number of parking spaces for the subject property's use as a Bank, and required parking ratios to allow for an additional reduction of parking spaces, to provide a total of 1,057 spaces in the PUD plaza, 549 of which in the "Phase 2" geographic area previously amended per Ordinance 2023-O-048.
- 3) Removal of loading space
- 4) Additional principal structure to a single, shared lot
- 5) Additional freestanding sign to a single, shared lot
- 6) Exterior alternate building materials
- 7) Reducing the South and West Wall Sign Location from 12 inches to 11 inches from the edge of a wall.

SITE PLAN

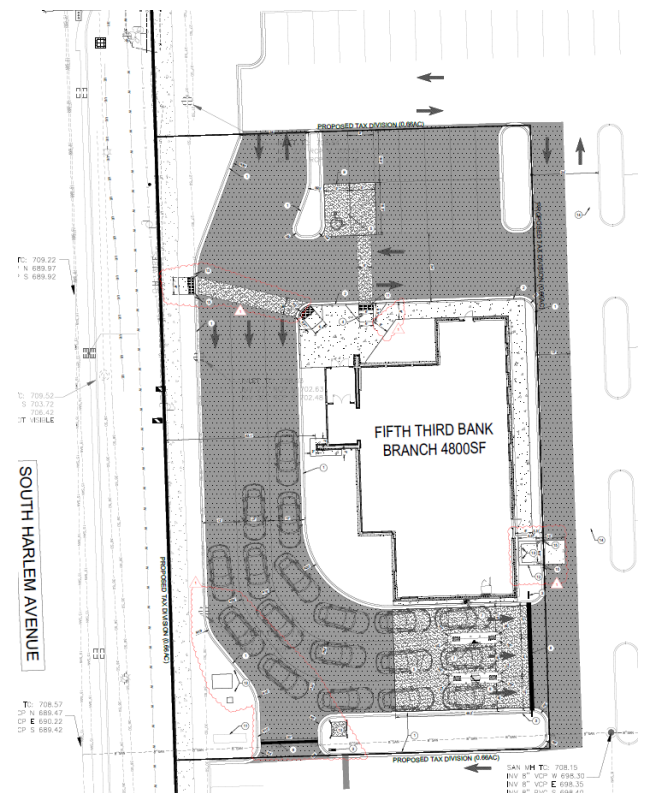
The existing parking lot is proposed to be redeveloped into a single, freestanding outlot development. The Petitioner has decided to create a new tax parcel for the property which will be located on the larger existing lot with the rest of the plaza. Therefore, the petitioner does not need to subdivide the lot through a platting process, and it will remain as part of a singular lot. An **Exception** will be required for the Fifth Third Bank principal structure since it will be part of a lot with other principal structures (the inline shopping center and existing outlots) and the Zoning Ordinance only permits a single principal structure per lot.

The proposed site plan includes the 4,800 sq. ft. bank with three drive thru lanes, revised drive aisle and parking lot configuration.

Access & Circulation:

The access to the site will be completely internal from the plaza parking lot. Four existing rows of parking have been removed to provide access around the site and through the existing parking lot. The site has a three-lane drive-thru that curves and wraps around the building, with the canopy providing service and its exit south of the building. The Fire Department has required a 20 foot fire access lane which is located at the southwest part of the site. A "do not enter" sign has been added facing south at this fire access lane. The trash enclosure is located on the east side which allows for direct access for garbage trucks.

Pedestrian connectivity will be provided to the bank from Harlem Avenue and from the handicap stall. The Village Building Official notes these shall be accessible routes per Illinois Accessibility Requirements with designated and visible cross hatch pavement markings and detectable warnings. A service



Location Plan (C300)

walkway is provided from the east (rear) service door running up to the north of the building.

Regarding drive aisle width, the Village Engineer is requiring that the 24 foot dimension for the drive aisles exclude the curb gutters. Thus, minor adjustments will need to be made to the site but it is not anticipated to alter the site in an major way.

Utilities & Easements

Utility lines are indicated on the plan, however there is no plat of easement information (existing or proposed) provided. Village Engineering has noted if any proposed plat of easement is eventually required, it may go through the Village Board approval process separately.

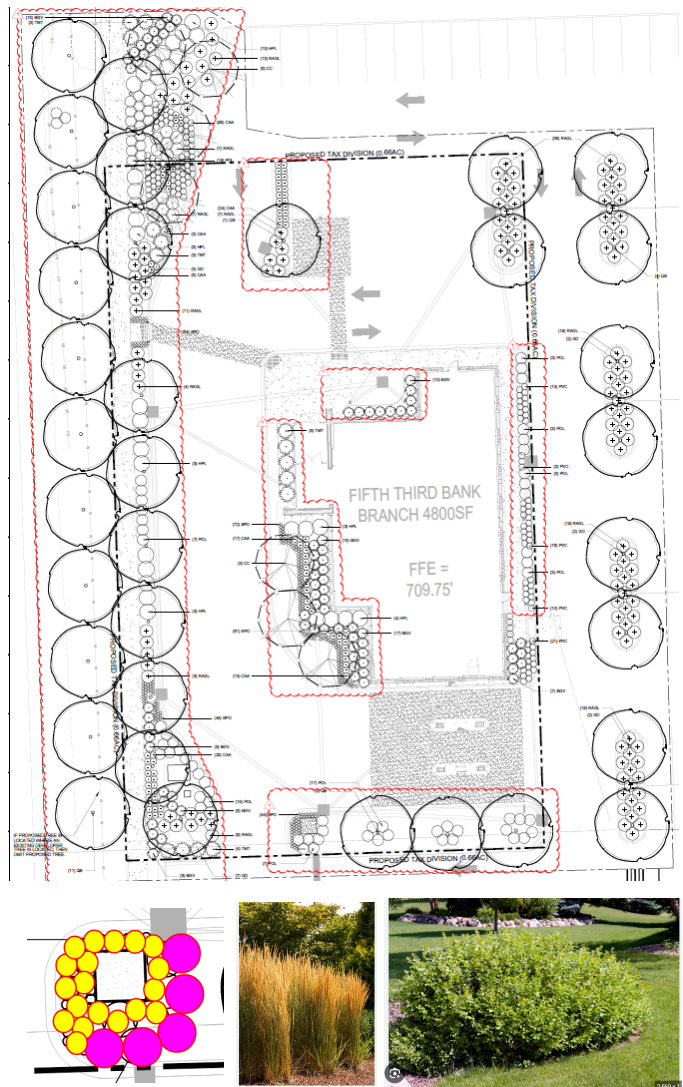
At the southwest corner, the currently submitted Location Plan shows bollards and underground meters. Village Engineering has requested the underground meters be relocated. Staff has added a **condition** stating the bollards in the southwest part of the site, shall be removed.

LANDSCAPE

The Petitioner has provided a landscape plan which includes plantings on the subject property as well as part of the general plaza. The plantings include a sizeable quantity and placement of canopy trees throughout (on both sides of the Harlem Avenue sidewalk and throughout landscape islands). The landscape plan largely meets code, though some waivers will be required.

The landscaping plan still shows the underground meter location at the southwest part of the site, thus they did not show plantings there. Staff recommends the Petitioner provide either additional plantings or a slight rearrangement of plantings in the area to address this gap. The landscaping review also does not account for ground sign plantings as a ground sign was not formally proposed by the Petitioner.

Code requires ground mounted mechanical equipment screening from the public right-of-way. The transformer is proposed at the south part of the site along the outer drive-thru lane and bail-out/fire access lane. The Petitioner has provided 44 prairie dropseeds and several little joker ninebark shrubs around it. The Village Landscape Architect recommends a grouping of overdam feather reed grass with grow low sumac. Both are drought and salt tolerant. The reed grass provides almost year-long and though the sumac loses leaves, the branchwork provides some screening. A **condition** is noted.



Proposed Landscape Plan (top), Village Landscape Recommendation (below)

SIGNAGE

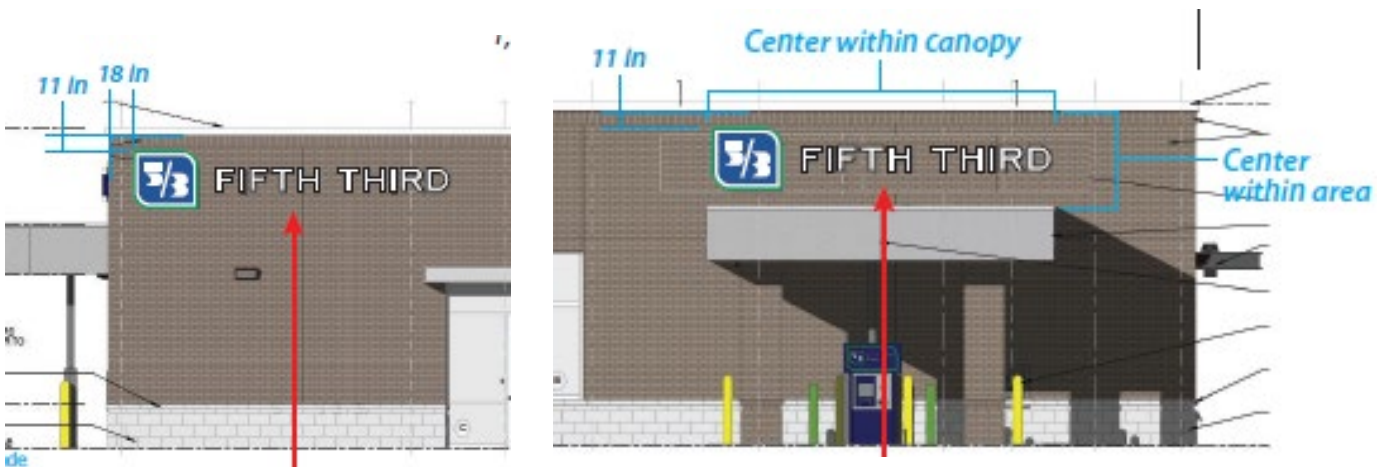
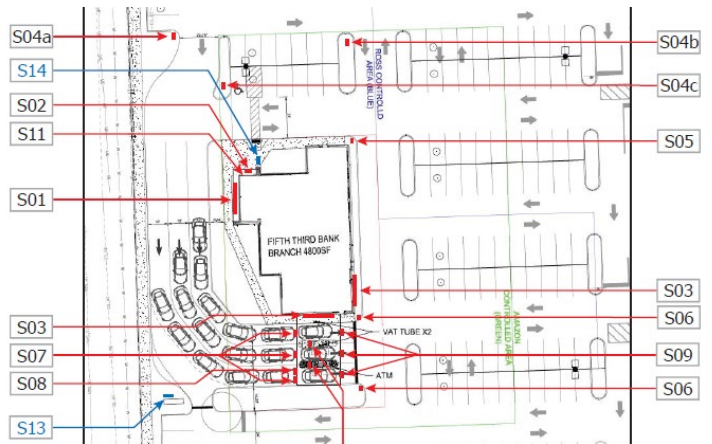
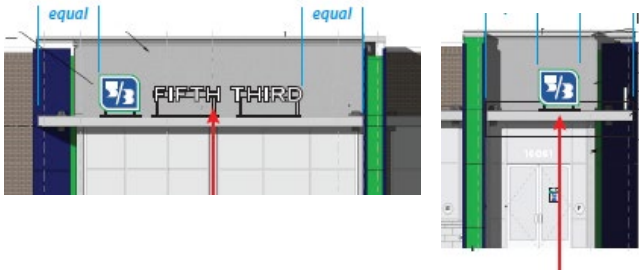
The Petitioner has provided a sign package which includes wall, directional, traffic, hours, addressing, and temporary types with a sign location plan. The wall signs are illuminated with the north and east ones mounted to small building canopies. The wall signs per the signage package differs slightly from the architectural elevations above largely in terms of color and font.

The Petitioner did not include a ground/freestanding sign in the sign package. Petitioner's site plan includes an approximate location of a ground sign, however did not indicate the distance or provide any other details. The Petitioner noted the ground sign is not included with the petition, and will be handled by Brixmor.

Village staff has identified an **exception** for the south and west signage less than 12 inches from the edge of the building.

Village Staff has added a signage **condition**:

Proposed signage is not approved with zoning entitlement, and will require compliance with Zoning Ordinance sign code and previously approved substantial deviations (Ord. 2015-O-062), or relief via an additional zoning entitlement request and approval. A separate sign permit will be required as necessary for applicable sign types. Logos must be removed from directional signage (includes S04, S10, S11).



PARKING

Village staff has worked with the Petitioner’s team to best understand the parking needs and to receive the best analysis and justification possible from the Fifth Third Bank team and the plaza’s property owner (Brixmor) that the proposed site changes and parking quantity is adequate for the entire plaza, inclusive of parking usage by other nearby tenants. The Fifth Third Bank’s architect BHDP has provided a narrative as well as the property owner Brixmor addressing parking.

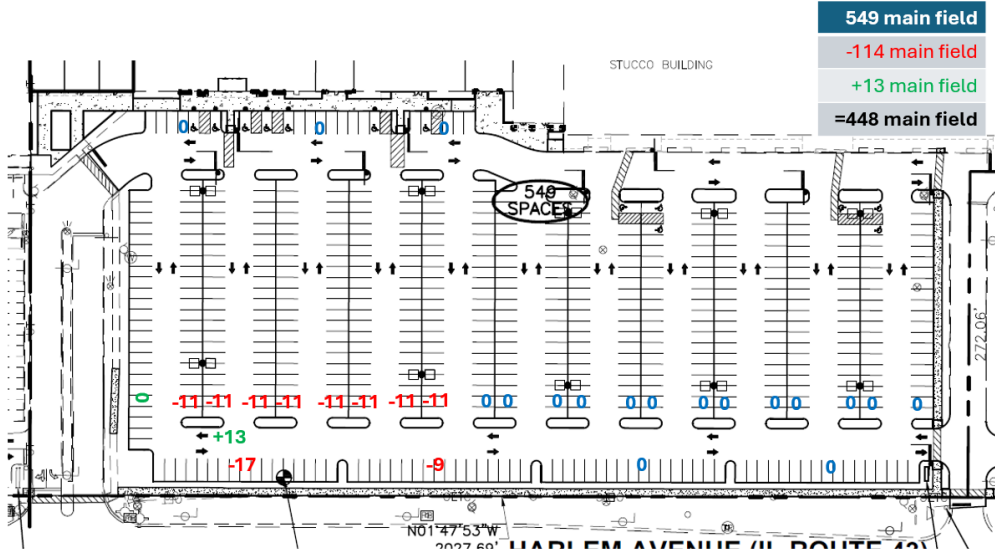
Zoning code requires *Banks* to have one space for each 200 sq. ft. floor area plus one space for each two employees, and drive-in establishments to provide six stacking spaces per teller or customer service area. The 4,800 sq. ft. bank with three drive-thru lanes (teller/service areas) will include up to 16 employees, thus by zoning code would require 32 parking stalls on subject property.

Previous Approvals:

Parking exceptions have been identified in previous ordinances for the plaza. The 2023 approved site plan highlights the most recent parking changes where in the southern area of the plaza “Phase 2” went from 617 stalls to either option of 650 with no outlet or 591 with outlet development. Parking ratios based on building square footage were also provided. The changes, along with the Currently Proposed are in the following table:

Stage	Area Covered	# Stalls	Gross Leasable Area (sq. ft.)	Parking Ratio (stalls/1,000 sq. ft.)
Pre-Phase 1 & 2	Plaza	1,095	262,585	4.2
Post-Phase 1 Approved in 2020 (Zoning Exception)	Phase 1	511	108,328	4.7
Post-Phase 1 (reduced 3 stalls, early 2023)	Phase 1	508	108,328	4.7
Pre-Phase 2	Phase 2	617	129,372	4.8
Post-Phase 1 + Pre-Phase 2	Plaza	1,125	237,700	4.7
Post-Phase 1 + Post-Phase 2 No Outlot	Phase 2	650	133,540	4.9
Post-Phase 1 + Post-Phase 2 No Outlot	Plaza	1,158	241,868	4.8
Post-Phase 1 + Post-Phase w/Concept 4,501SF Outlot	Phase 2	591	138,041	4.3
Post-Phase 1 + Post-Phase w/Concept 4,501SF Outlot	Plaza	1,099	246,146	4.5
Current Proposed 4,800SF Outlot (Phase 2 area)	Phase 2	549	138,340	4.0
Current Proposed 4,800SF Outlot (entire PUD plaza)	Plaza	1,057	246,668	4.3

As shown in the table above, the current proposed parking ratio is 4.0 for the “Phase 2” area, and 4.3 for the entire plaza. The current proposal of the final design outlot has recued the total number of stalls in Phase 2 by 42. Some of these changes are due to a slightly larger building square footage, removal of parking spaces and row areas for better circulation.



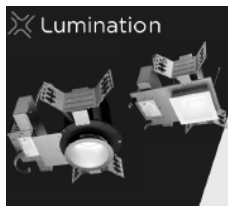
Staff Analysis of Parking Loss from 2023 Previous Approval No Outlot option MAIN FIELD portion of Phase 2 area

The subject property offers 12 stalls which is well under the required 32 required stalls. The property ownership has indicated to Staff that the stalls to the west of the bank may potentially serve as available parking for the bank, as *"all of the parking in the shopping center is non-exclusive"*. This area may be the most feasible off the subject property given the bank would be the closest tenant to those spaces. Nearby tenants include a portion of the inline shopping center to the east, including Ross, Five Below, and others.

An exception is thus required for the new parking ratios and the number of stalls needed for the subject property's use as a Bank. The site does not contain a loading space, thus also requiring an **exception**.

LIGHTING

The Petitioner provided proposed exterior lighting which consists of building lights (canopy "G1/G1E", "D", and wallpack "WM"), and five newly proposed site lights "PL1/PL2". A lighting schedule was not provided on the photometric plan sheet E006, however, fixture locations are shown on the photometric plan and manufacturer spec sheets are identified and included in the packet. A sixth site light not part of the Fifth Third Bank scope as it was in the 2023 approval and is indicated with foot candle measurements on the exterior photometric plan. Subject property proposed parcel lines are not drawn on the photometric plan, however the foot candle increments extend beyond where the parcel lines are proposed in relation to site features shown. Foot candles meet the code maximum of 2.0 fc.



The Petitioner confirmed to Staff that site lights are at least 2 feet from the curbs but there is no confirmed height. Staff notes there was a previously approved exception allowing up to 40 feet tall site lights. This allowance will still remain per Ord. 2023-O-048, thus no new exception is required as part of this Substantial Deviation to the PUD. This allowance provides some flexibility, however if the photometric foot candle calculations change, they cannot exceed zoning code, and should remain in substantial conformance to the current proposal.

STANDARDS FOR SITE PLAN & ARCHITECTUAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. **Color:** Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. **Sustainable architectural design:** The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. **Defined Entry:** Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. **Roof:** For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses

of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.

- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
- j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

The final design of the outlot is for a bank, providing a financial service to the community, and is designed in a manner that will not endanger the public health, safety, morals, comfort or general welfare.

- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

The outlot has been designed to enhance the use and enjoyment of other property in the immediate area. It is an additional capital investment into the existing plaza development and thus will not substantially diminish or impair property values within the existing commercially developed neighborhood.

- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

The commercial outlot design is consistent with the existing commercial development. The plaza development currently contains two other outlot buildings at the far north and south, and the new outlot will add to commercial frontage along Harlem Avenue. The outlot does not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

Adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided via this zoning entitlement. Existing infrastructure is in place for the plaza development.

- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

Adequate measures are being provided for ingress and egress so as to minimize traffic congestion. The adjustment of the outlot's subject property and the immediately surrounding area of the parking lot provide for connected circulation within the plaza and sufficient stacking queues for the bank drive-thru.

- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

The Petitioner has indicated that the proposal will comply with all other code requirements of the Village not covered by Exceptions to the Zoning Ordinance nor as indicated in the submitted documents and plans for this Substantial Deviation to the PUD.

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The outlot is an additional capital investment that improves and builds upon the existing plaza development's commercial offerings to the public. The bank will serve as a financial service to patrons frequenting the retail and other commercial establishments in the vicinity.

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

MOTIONS TO CONSIDER

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

Motion 1 (Special Use for a Substantial Deviation to the Tinley Park Plaza PUD):

"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner John Chwedyk of Burnham Nationwide, Inc. on behalf of Richard Dippolito of Brixmor/IA Tinley Park Plaza, LLC and Fifth Third Bank, a Special Use for a Substantial Deviation to the Tinley Park Plaza PUD with Exceptions to the Village Zoning Ordinance to allow construction of a new Fifth Third Bank with drive-thru service at a proposed outlot parcel for the property located at 16061 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Park Plaza) zoning district

...with the following conditions:

1. *The PUD exceptions from the Zoning Ordinance, as listed in the staff report, shall be included within the Final PUD ordinance documents for the Special Use.*
2. *The final approval of all plans is subject to final engineering approval by the Village Engineer, and any other applicable jurisdictions.*
3. *Site Plan / Architectural Approval is subject to final engineering plan review and approval.*
4. *Proposed signage is not approved with zoning entitlement, and will require compliance with Zoning Ordinance sign code and previously approved substantial deviations (Ord. 2015-O-062), or relief via an additional zoning entitlement request and approval. A separate sign permit will be required as necessary for applicable sign types. Logos must be removed from directional signage (includes S04, S10, S11).*

Motion 2 (Site Plan/Architectural Approval):

"...make a motion to grant the Petitioner John Chwedyk of Burnham Nationwide, Inc. on behalf of Richard Dippolito of Brixmor/IA Tinley Park Plaza, LLC and Fifth Third Bank, Site Plan and Architectural Approval to allow construction of a new Fifth Third Bank with drive-thru service at a proposed outlot parcel for the property located at 16061 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Park Plaza) zoning district

...with the following conditions:

1. *Site Plan / Architectural approval is subject to approval of the requested approvals by the Village Board including the Special Use for Substantial Deviation to the PUD.*
2. *Bollards in the southwest part of the site, northwest of the bail-out/fire access lane, shall be removed. Bollards at the canopy shall either be a neutral color (such as gray) or dark/navy blue, and shall be a horseshoe design, except for those protecting the ATM and VAT tubes.*
3. *The landscape screening for the transformer shall be revised to include the groupings of overdam feather reed grass and gro-low sumac as indicated by the "Village Landscape Recommendation" noted in the Landscaping section of the March 20, 2025 Plan Commission Public Hearing Staff Report.*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application (redacted)	Petitioner	1/22/2025
2	Narrative – Letter of Intent by Fifth Third Bank	Fifth Third Bank	1/7/2025
3	Narrative – Letter of Support by Brixmor	Brixmor	3/14/2025
4	Narrative – Project Letter by BHDP, Architect for Fifth Third Bank	BHDP	3/14/2025
5	Narrative – Scope of Work Letter by BHDP, Architect for Fifth Third Bank	BHDP	12/19/2024
6	Response to Special Use / Variation Standards	Petitioner	1/2025
7	ALTA/NSPS Survey	McTigue	1/20/2024
8	Tinley Park Plaza Outlot Parcel Description (1 sheet)	Woolpert	3/5/2025
9	Civil Plans (12 sheets)	Kleingers	3/13/2025
10	Fire Suppression	BHDP/Kleingers	2/26/2025
11	Engineering Cost Estimate	BHDP/Kleingers	Labeled 3/14/2025 Rec'd 3/5/2025
12	Architectural Plans (29 sheets)	BHDP/Kleingers	2/26/2025 Rec'd 3/10/2025
13	Color Exterior Elevations (1 sheet)	BHDP	12/19/2024 Rec'd 3/11/2025
14	Material Board	Petitioner	Rec'd 3/5/2025
15	Sample Photographs of ACM Panels	BHDP	Rec'd 3/3/2025
16	Landscape Plan (1 sheet)	BHDP/Kleingers	2/25/2025 Rec'd 3/14/2025
17	Signage Package	Valley City Sign	1/15/2025
18a	Lighting: Exterior Photometric Plan Sheet E006	BHDP/Kleingers	2/26/2025
18b	Lighting: Power & System Plan E201	BHDP/Kleingers	2/26/2025
18c	Lighting: Electrical Site Plan E601	BHDP/Kleingers	2/26/2025
18d	Lighting Manufacturer Specification Sheets (D, G1/G1E, WM, PL1/PL2)	Petitioner	n/a, Rec'd 2/26/2025

BHDP = BHDP Architecture

Kleingers = The Kleingers Group

McTigue = McTigue & Associates

Woolpert = Woolpert, Inc.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2025-O-011

**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION
TO THE TINLEY PARK PLAZA PUD FOR CONSTRUCTION OF A FIFTH THIRD
BANK OUTLOT AT 16061 HARLEM AVENUE**

**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-011**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION
TO THE TINLEY PARK PLAZA PUD FOR CONSTRUCTION OF A FIFTH THIRD
BANK OUTLOT AT 16061 HARLEM AVENUE**

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

WHEREAS, a petition for the granting of a Special Use for a Substantial Deviation from the Tinley Park Plaza Planned Unit Development to allow for new construction of an outlot building at 16061 Harlem Avenue, Tinley Park ("Subject Property"), has been filed by John Chwedyk of Burnham Nationwide, Inc. on behalf of Richard Dippolito of Brixmor/IA Tinley Park Plaza, LLC and Fifth Third Bank ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on March 20, 2025, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 6-0 has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special use for a Substantial Deviation; 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 report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit for a Substantial Deviation set forth in Section VII.B.6. and Section X.J.5. of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The final design of the outlot is for a bank, providing a financial service to the community, and is designed in a manner that will not endanger the public health, safety, morals, comfort or general welfare.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The outlot has been designed to enhance the use and enjoyment of other property in the immediate area. It is an additional capital investment into the existing plaza development and thus will not substantially diminish or impair property values within the existing commercially developed neighborhood.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The commercial outlot design is consistent with the existing commercial development. The plaza development currently contains two other outlot buildings at the far north and south, and the new outlot will add to commercial frontage along Harlem Avenue. The outlot does not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The utilities, access roads, drainage and/or other necessary facilities have been or are being provided via this zoning entitlement. Existing infrastructure is in place for the plaza development.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
The measures are being provided for ingress and egress so as to minimize traffic congestion. The adjustment of the outlot's subject property and the immediately surrounding area of the parking lot provide for connected circulation within the plaza and sufficient stacking queues for the bank drive-thru.

- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance. ***The Petitioner has indicated that the proposal will comply with all other code requirements of the Village not covered by Exceptions to the Zoning Ordinance nor as indicated in the submitted documents and plans for this Substantial Deviation to the PUD.***
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole. ***The outlot is an additional capital investment that improves and builds upon the existing plaza development's commercial offerings to the public. The bank will serve as a financial service to patrons frequenting the retail and other commercial establishments in the vicinity.***

SECTION 3: The Special Use Permit for a Substantial Deviation set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

PARCEL 1

LOTS 1 AND 2 IN THE PLAT OF TINLEY PARK PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 19, 304.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 359.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 551.85 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST, 154.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1,478.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 513.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HARLEM AVENUE, SAID POINT BEING 70.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 00 DEGREES 00 MINUTES 00

SECONDS WEST, 2,027.69 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 28-19-100-057-000

Commonly known as: 16061 Harlem Avenue, Tinley Park, Illinois

SECTION 4: That a Special Use Permit for a Substantial Deviation as defined in Zoning Ordinance Section VII.B.6., from the approved Tinley Park Plaza Planned Unit Development and previously approved Substantial Deviations (Ord. #2023-O-048, Ord. #2003-O-077, Ord. #2015-O-020, Ord. #2015-O-062, and Ord. #2020-O-050) for certain property described in the above section, to allow new construction of an outlot building for a new Fifth Third Bank with drive-thru service at a proposed outlot parcel for property to be located at 16061 Harlem Avenue, Tinley Park ("Subject Property"), in the B-2 PD (Community Shopping, Tinley Park Plaza PUD) zoning district, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**, with the following Exceptions:

1. Reducing the required 26' drive aisles to allow 24' drive aisle widths, excluding width of gutters
2. Reduce the number of parking spaces for the subject property's use as a Bank, and required parking ratios to allow for an additional reduction of parking spaces, to provide a total of 1,057 spaces in the PUD plaza, 549 of which in the "Phase 2" geographic area previously amended per Ordinance 2023-O-048.
3. Removal of loading space
4. Additional principal structure to a single, shared lot
5. Additional freestanding sign to a single, shared lot
6. Exterior alternate building materials
7. Reducing the South and West Wall Sign Location from 12 inches to 11 inches from the edge of a wall.

subject to the following conditions:

1. The PUD exceptions from the Zoning Ordinance, as listed in the staff report, shall be included within the Final PUD ordinance documents for the Special Use.
2. The final approval of all plans is subject to final engineering approval by the Village Engineer, and any other applicable jurisdictions.
3. Site Plan / Architectural Approval is subject to final engineering plan review and approval.
4. Proposed signage is not approved with zoning entitlement, and will require compliance with Zoning Ordinance sign code and previously approved substantial deviations (Ord. 2015-O-062), or relief via an additional zoning entitlement request and approval. A separate sign permit will be required as necessary for applicable sign types. Logos must be removed from directional signage (includes S04, S10, S11).
5. Per the Plan Commission's request the site plan must provide accessible parking as close to the public entrance as possible. The site plan dated April 21, 2025 meets this request and is therefore shall be the approved site plan for this development.

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

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

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

PASSED THIS 6th day of May, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 6th day of May, 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-011, “AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PUD FOR CONSTRUCTION OF A FIFTH THIRD BANK OUTLOT AT 16061 HARLEM AVENUE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK

Exhibit A

Per the March 20th, 2023 Plan Commission Public Hearing Staff Report

(Updated Plan Revisions In Bold Red Underline) Per Plan Commission Public Hearing Condition; Reviewed by Planning and Engineering Staff)

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application (redacted)	Petitioner	1/22/2025
2	Narrative – Letter of Intent by Fifth Third Bank	Fifth Third Bank	1/7/2025
3	Narrative – Letter of Support by Brixmor	Brixmor	3/14/2025
4	Narrative – Project Letter by BHDP, Architect for Fifth Third Bank	BHDP	3/14/2025
5	Narrative – Scope of Work Letter by BHDP, Architect for Fifth Third Bank	BHDP	12/19/2024
6	Response to Special Use / Variation Standards	Petitioner	1/2025
7	ALTA/NSPS Survey	McTigue	1/20/2024
8	Tinley Park Plaza Outlot Parcel Description (1 sheet)	Woolpert	3/5/2025
9	<u>Civil Plans (15 sheets)</u>	Kleingers	<u>4/21/2025</u>
10	Fire Suppression	BHDP/Kleingers	2/26/2025
11	Engineering Cost Estimate	BHDP/Kleingers	Labeled 3/14/2025 Rec'd 3/5/2025
12	Architectural Plans (29 sheets)	BHDP/Kleingers	2/26/2025 Rec'd 3/10/2025
13	Color Exterior Elevations (1 sheet)	BHDP	12/19/2024 Rec'd 3/11/2025
14	Material Board	Petitioner	Rec'd 3/5/2025
15	Sample Photographs of ACM Panels	BHDP	Rec'd 3/3/2025
16	<u>Landscape Planting Plan (1 sheet)</u>	BHDP/Kleingers	<u>4/21/2025</u>
17	Signage Package	Valley City Sign	1/15/2025
18a	Lighting: Exterior Photometric Plan Sheet E006	BHDP/Kleingers	2/26/2025
18b	Lighting: Power & System Plan E201	BHDP/Kleingers	2/26/2025
18c	Lighting: Electrical Site Plan E601	BHDP/Kleingers	2/26/2025
18d	Lighting Manufacturer Specification Sheets (D, G1/G1E, WM, PL1/PL2)	Petitioner	n/a, Rec'd 2/26/2025

BHDP = BHDP Architecture

Kleingers = The Kleingers Group

McTigue = McTigue & Associates

Woolpert = Woolpert, Inc.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE MARCH 20, 2025 REGULAR MEETING

ITEM 3: PUBLIC HEARING – FIFTH THIRD BANK – 16061 HARLEM AVENUE – SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PUD

Consider recommending that the Village Board grant John Chwedyk of Burnham Nationwide, Inc. on behalf of Richard Dippolito of Brixmor/IA Tinley Park Plaza, LLC and Fifth Third Bank, a Special Use for a Substantial Deviation to the Tinley Park Plaza PUD with Exceptions to the Village Zoning Ordinance to allow construction of a new Fifth Third Bank with drive-thru service at a proposed outlot parcel for the property located at 16061 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Park Plaza) zoning district. Site Plan/Architectural approval will also be considered at the meeting.

Present Plan Commissioners:

Chairman Garrett Gray
Angela Gatto
Terry Hamilton
Andrae Marak
Amanda Martinez
Steve Sepessy

Absent Plan Commissioners:

James Gaskill
Eduardo Mani

Village Staff:

Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Michael O. Whalen, Associate Planner

Petitioners:

Richard Dippolito, Brixmor
Andrew Lehman, BHDP

Members of the Public:

None

CHAIRMAN GRAY introduced item #3.

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

CHAIRMAN GRAY noted he received the proof of publication.

Lori Kosmatka, Associate Planner, presented the staff report.

CHAIRMAN GRAY invited the Petitioner to the podium.

Richard Dippolito of Brixmor was sworn in. He stated his project is a core asset of Brixmor's portfolio. Brixmor has been pleased with both phases of the Tinley Park Plaza's redevelopment and upgrading of quality tenancy thus far. The proposed bank's layout is substantially consistent with Brixmor's vision of the shopping center. Brixmor has long intended this as an outlot parcel, and did not initially have a specific user identified. The proposed bank is allowable in all their leases and has been planned for. The parking for the shopping center is non-exclusive so anyone can park anywhere (walk between Ross and the bank, etc.). The parking ratio now is better than when Brixmor originally bought the center. Ratios have fluctuated over the years but exceed the requirement in the leases. Brixmor has no concern with the parking. Brixmor believes the architecture of the bank goes well with the shopping center. There is not more than 15% EIFS alone on any one façade. The metal material is attractive. Fifth Third has Brixmor's full support.

COMMISSIONER MARTINEZ asked about parking and loading for the trash enclosure and trucks.

Andrew Lehman of BHDP was sworn in. He introduced himself, and clarified there are no trucks making deliveries here. The garbage will be residential sized totes and located along the drive aisle, allowing for ease of the garbage truck to pull up for pickups.

CHAIRMAN GRAY asked if the aisle is on the east side. Mr. Lehman answered yes.

COMMISSIONER MARTINEZ noted that some banks may receive some kind of deliveries such as water in trucks.

Mr. Lehman responded he believes they have taps and a water system within the building.

COMMISSIONER GATTO expected that there would be armored truck deliveries on-site.

Jason Engberg, Planning Manager noted paper and toiletries may be delivered in smaller vehicles (box trucks) and pulling up to the front door.

Mr. Lehman concurred.

COMMISSIONER MARTINEZ asked if the trucks would be idling in the drive aisles.

Mr. Lehman believed so that they may idle there for a few minutes.

Jason Engberg, Planning Manager, noted there are two different ways to get in. Staff had them move the garbage enclosure as it was previously on the south end by the canopy. Staff had them move it for two reasons: 1) to screen it as it would be in back, and 2) for easier garbage truck pulling up as with a residential house. Staff does not anticipate any semi-trailers for loading and unloading.

Andrew Lehman of BHDP said that it is typical for office supplies to be delivered by services such as Amazon with delivery of about a minute.

COMMISSIONER MARTINEZ asked Mr Dippolito if as the property owner, he is comfortable with the drive aisle use.

Richard Dippolito answered yes, he is comfortable, and that if the tenant were to start bringing in semi-trailers then that would be an issue. When an operator brings in a semi trailer they load in the back, but they typically have box trucks such as FedEx pull up to the front door. It may be a challenge as an owner to keep trucks from parking out front, but it happens. There will not be tractor trailers here, otherwise Brixmor will get involved.

COMMISSIONER MARTINEZ asked if there was any Village Engineering feedback on the accessible parking space not being adjacent to the building.

Lori Kosmatka answered there was no feedback from Village Engineering on that, but the Village Building Official, looks for accessible spaces to be the closest and most proximate location. There are hatched markings for the access aisles that would a direct route connecting the accessible spaces to the building.

CHAIRMAN GRAY concurred with COMMISSIONER MARTINEZ, expressing a concern for those parking in an accessible space to have to cross traffic. He asked if landing in the front could be modified for accessible parking adjacent. He believes there are too many distracted drivers.

COMMISSIONER MARTINEZ suggested one or two accessible spaces along the building. It would better help accessibility and get the parking count closer to the minimum parking requirement. She believed 32 was required, and that 16 would be employees. She is comfortable with the 16 parking elsewhere in the plaza, but it would be nice to accommodate the rest on-site.

CHAIRMAN GRAY said he'd like to see the walking distance minimized and not crossing the drives. He noted this is a balance, but believes it is a reasonable request.

Richard Dippolito noted this situation often occurs with outlot parcels. The engineers can look at it to see if this request can work.

Andrew Lehman of BHDP confirmed the team will look at it.

CHAIRMAN GRAY noted it would simply be preferable to have the accessible space relocation if there is any wiggle room.

Andrew Lehman of BHDP believes that one space may be possible, but doubted there would be room for two.

COMMISSIONER SEPESSY said this is a straightforward project and is OK with the accessible space adjustment.

COMMISSIONER GATTO agreed saying she would like at least one accessible space at the building. Everything else looks great.

COMMISSIONER MARAK likes the architectural materials including the metal and brick façade. Regarding parking, he believes employees should park away from the building. There's only 13 spaces in the vicinity. It appears to just barely be enough. He doubts people will park at Ross and walk here. Most people tend to drive, park, and repark even if only a short distance to different establishments in a development.

CHAIRMAN GRAY noted there could be some parking demand that at 5pm on a Friday for people cashing checks.

Richard Dippolito noted the parking to the north of the bank is not part of the bank's site but it anticipated to realistically used by the bank.

Jason Engberg suggested that area could be possible for employee parking.

Richard Dippolito stated that Brixmor requires in their leases that tenants have to park away from the buildings. It is hard to enforce, but encouraged.

COMMISSIONER HAMILTON had no questions.

CHAIRMAN GRAY supports the landscaping as per the staff report.

Andrew Lehman concurred the items in the staff report are easy to get to (bollards, signage).

CHAIRMAN GRAY believed they largely met the intent of the masonry/materials requirement. He believes the stacking looks good. He likes to see this is a bank and not a restaurant. He recapped restaurant vacancies nearby a couple years ago. Banks however will be needed. He believes this is a good plan and a good tenant.

Jason Engberg reviewed the requested handicap change. He noted that if this change is possible, it may affect other areas possibly narrowing the southern island and its landscaping, which may end up in loss of trees and further waiver from the landscaping code. He asked for a straw poll on if this was OK with the Commission.

COMMISSIONER GATTO and CHAIRMAN GRAY agreed. There was no objection.

CHAIRMAN GRAY asked if anyone from the public wished to speak. Hearing none, he asked if any Commissioners had additional comments. Hearing none, he requested a motion to close the public hearing.

Andrew Lehman of BHDP asked how to move forward regarding the ADA parking space.

Jason Engberg noted it will be handled at Staff level. As long as there aren't significant modifications and substantially conforms, Staff can approve. Lori Kosmatka concurred.

CHAIRMAN GRAY requested to close the public hearing again. COMMISSIONER GATTO made a motion to close the public hearing; seconded by COMMISSIONER SEPESSY. CHAIRMAN GRAY requested a voice vote; all were in favor. Motion carried.

CHAIRMAN GRAY requested that staff present the standards for all approvals.

Lori Kosmatka presented the standards.

Motion #1 (Special Use)

CHAIRMAN GRAY requested a motion on the Special Use. COMMISSIONER HAMILTON made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner John Chwedyk of Burnham Nationwide, Inc. on behalf of Richard Dippolito of Brixmor/IA Tinley Park Plaza, LLC and Fifth Third Bank, a Special Use for a Substantial Deviation to the Tinley Park Plaza PUD with Exceptions to the Village Zoning Ordinance to allow construction of a new Fifth Third Bank with drive-thru service at a proposed outlot parcel for the property located at 16061 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Park Plaza) zoning district with the conditions as noted in the staff report. COMMISSIONER GATTO seconded the motion. CHAIRMAN GRAY requested a roll call vote. All were in favor. Motion Carried 6-0.

Motion #2 (Site Plan & Architectural Approval)

CHAIRMAN GRAY requested a motion on Site Plan and Architectural approval. Lori Kosmatka, Associate Planner noted this motion would contain an amendment stating that site plan adjustments be made to allow accessible parking be made adjacent to the building, requiring Village approval. Jason Engberg, Planning Manager confirmed that the motion could state following Condition numbers 1, 2, and 3 as well as the handicap parking as discussed here tonight. COMMISSIONER MARTINEZ made a motion to grant the Petitioner John Chwedyk of Burnham Nationwide, Inc. on behalf of Richard Dippolito of Brixmor/IA Tinley Park Plaza, LLC and Fifth Third Bank, Site Plan and Architectural Approval to allow construction of a new Fifth Third Bank with drive-thru service at a proposed outlot parcel for the property located at 16061 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Park Plaza) zoning district subject to the conditions as listed in the staff report as well as the handicap space adjacent to the building. COMMISSIONER SEPESSY seconded the motion. CHAIRMAN GRAY requested a roll call vote. All were in favor. Motion carried 6-0.

CHAIRMAN GRAY noted that the item would be heard at the April 15, 2025 Village Board meeting.

**Interoffice****Memo**

Date: May 6, 2025

To: Village Board

From: Hannah Lipman, Assistant Village Manager/Interim Finance Director

Subject: Locally Imposed Grocery Sales Tax (Replacement)

Overview

Effective January 1, 2026, Illinois Public Act 103-0781 provides that the Illinois grocery tax of 1%, which is currently levied by the State and distributed to local governments, is scheduled to be eliminated. The Act simultaneously allows municipalities to enact a replacement local sales tax on grocery items.

As a result of the State's decision to eliminate the grocery tax, it is estimated the direct impact would be a \$3 million hit annually to the Village's (general fund) revenues.

Staff is recommending the Board implement a 1% local grocery tax to replace the loss of the State grocery tax. Below are some FAQs for consideration.

When is the State grocery tax ending?

The Illinois State grocery tax of 1% will end January 1, 2026.

When would the local grocery tax take effect?

Should the Village choose to enact the tax locally, it would become effective January 1, 2026.

What would happen if Tinley park chose not to implement a grocery tax?

Ultimately, the loss of \$3 million in annual revenue would lead to significant operating cuts including the reduction of personnel and services/service levels.

Will other local governments impose their own grocery tax?

Over 50 municipalities in Illinois have chosen to replace the State grocery tax with a local grocery tax thus far, with more expected to follow lead in the coming months.

Will consumers see a difference in grocery prices due to the new local grocery tax?

Not as a result of the tax. The local tax is simply replacing the State tax that is being eliminated.

How will the revenue from the grocery tax be used?

Current revenues from the State help fund essential operations such as police and fire services, public works and administration. The local grocery tax replacement revenues would be no different.

How will the local grocery tax be collected?

The Village would need to notify the Illinois Department of Revenue (IDOR) that it has enacted the tax locally by October 1, 2025. IDOR will then administer and collect the municipal grocery sales tax on behalf of Tinley Park to ensure a streamlined process for retailers, then remit the funds back to the Village.

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

ORDINANCE
NO.2025-O-010

**AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS’
OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX**

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-010

AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24); and

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24); and

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, the Village of Tinley Park ("Village") desires to impose a tax upon all persons engaged in the business of selling groceries at retail in the municipality; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, have determined that it is in the best interest of the Village of Tinley Park and its

residents to impose a tax upon all persons engaged in the business of selling groceries at retail in the municipality; 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: Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 3: Municipal Grocery Service Occupation Tax. A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 4: Illinois Department of Revenue to Administer Both Taxes. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5: Clerk to file Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue as soon as reasonably possible, but no later than on or before October 1, 2025.

SECTION 6: Effective Date. The taxes imposed by this Ordinance shall take effect on January 1, 2026, the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1, 2025.

SECTION 7: Repeal of Conflicting Provisions. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 8: Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 9: Headings/Captions. The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

SECTION 10: Publication. 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 May, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 6th day of May, 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-010, “**AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS’ OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK



Interoffice Memo

Date: April 30, 2025

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

From: Angela Arrigo, HR Director

Subject: MGT Leasing Agreement – Assistant Finance Director Professional Services

Over the last couple of years, we have engaged in staffing leasing agreements for the Finance, HR, and IT professional services. We have seen success with temporary leasing arrangements including many recommendations for process improvements, professional consulting services, project support, and support with day-to-day operational needs.

Due to the continued financial management support needed with both the Finance Director and Assistant Finance Director vacancies, we have identified a candidate for a 12-month leasing arrangement for an Assistant Finance Director to provide a high-level of financial management support under the direction of the Assistant Village Manager/Interim Finance Director.

In brief, the identified candidate, Scott Bordui, CPA, CGMA is a retired municipal Finance Director with over 30 years of professional experience and a former President of the Illinois Government Finance Officers Association (IGFOA). His professional experience spans the accounting function and includes debt management, economic development, strategic planning, and financial operations. His career accomplishments include a technology initiative to modernize business systems for which he led the implementation of BS&A software. He focuses on translating business requirements into strategic, organization-wide solutions.

The anticipated 12-month engagement has a total estimated cost of approximately \$255,000. The funding for this leasing arrangement is available based on anticipated FY26 budgeted funds for the vacant finance positions. We are requesting authorization of up to a maximum of \$255,000 over the next 12 months for an Assistant Finance Director Professional leasing agreement.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-062**

**A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE
LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC FOR ASSISTANT
FINANCE DIRECTOR PROFESSIONAL SERVICES FOR A 12-MONTH PERIOD**

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

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

RESOLUTION NO. 2025-R-062

A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC FOR ASSISTANT FINANCE DIRECTOR PROFESSIONAL SERVICES FOR A 12-MONTH PERIOD

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Assistant Finance Director Leasing Agreement with MGT Impact Solutions LLC; and

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

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

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

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Agreement(s) be entered into and executed by said Village of Tinley Park, with said Agreement(s) shall not exceed \$255,000 over a 12-month period.

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

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

ADOPTED this 6th day of May, 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 May, 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-062, **“A RESOLUTION AUTHORIZING THE EXECUTION OF APPLICABLE EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC FOR ASSISTANT FINANCE DIRECTOR PROFESSIONAL SERVICES FOR A 12-MONTH PERIOD,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on 6th day of May, 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 May, 2025.

VILLAGE CLERK



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Tinley Park** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not



apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

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

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

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

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

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement;

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

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without



which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

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

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

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

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

SECTION 3 FEES PAYABLE TO MGT

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

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

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.



(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his or her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5

DURATION AND TERMINATION OF AGREEMENT

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

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

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



Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. The Client may hire the Assigned Employee as a permanent or temporary employee of the Client at the end of the term. Recognizing the substantial investment of time and resources by MGT under this Agreement to place its Assigned Employee with Client, Client agrees to pay to MGT a conversion fee calculated as a percentage of the annual salary offered to the Assigned Employee by Client. Said conversion fees shall be paid according to the following schedule:

Time on Assignment	Administrative and Clerical Roles	IT Roles	Executive Roles (Manager and Above)
0-3 Months	25.00%	30.00%	35.00%
4 - 6 Months	20.00%	25.00%	30.00%
7-12 Months	15.00%	20.00%	25.00%
13 -24 Months	5.00%	5.00%	10.00%
25+ Months	No Fee	No Fee	No Fee

The conversion fee shall be paid to MGT no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

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

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

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.



Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

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

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

SECTION 8 MISCELLANEOUS PROVISIONS

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

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

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

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the



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

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

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

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

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

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

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

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

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

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.



SECTION 9 DISPUTE RESOLUTION

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

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

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

SECTION 10 NOTICES

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

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

If to MGT:

MGT Impact Solutions, LLC
4320 W Kennedy Blvd.
Tampa, FL 33609
Attention: Legal Notice/Contracts
813-327-4717 - contracts@mgt.us

Copy to:
Michael J. Earl, Staffing Manager
847-652-1310 – mearl@mgt.us

If to Client:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
Attention: Angela Arrigo
708-444-5091 - aarrigo@pcarr@tinleypark.org

[Signatures on following page]



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

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO

Client: Village of Tinley Park

By _____
Name: _____
Title: _____



EXHIBIT A
Assigned Employee and Base Compensation

As of May 12, 2025 ("Effective Date"), **MGT Impact Solutions, LLC** ("MGT") and the **Village of Tinley Park** ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated May 12, 2025 ("Agreement").

ASSIGNED EMPLOYEE: Scott Bordui

POSITION/ASSIGNMENT: Temporary Assistant Finance Director

TERM OF POSITION: May 12, 2025–May 15, 2026. Either party may terminate the agreement at any time by providing thirty (30) days advance written notice.

BASE COMPENSATION: \$120.35/hour. Hours per week will vary but are expected to average between 30-40 hours per week. In the event of work in excess of 40 hours per week, the overtime rate will be \$180.52.

Compensation assumes assigned employee will receive pay for holidays on the same schedule client provides for administrative employees. Holidays will be billed as regular hours to the client.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT : Village of Tinley Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



EXHIBIT B
Summary of Benefits

Does Not Apply



Interoffice Memo

Date: April 28, 2025
To: John Urbanski, Public Works Director
From: Darlene Milanowicz, Engineering Project Manager
Subject: 2025 Pavement Marking Program (Year 1 of 3) Contract Award

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

Scope of Work: This work consists of furnishing and installing paint, and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village.

Background: This bid was advertised on March 9, 2025, in accordance with state biddings laws; three (3) sealed bids were received by the deadline on March 24, 2025, at 10:30 AM, and recorded by the Village Clerk's office. The Deputy Clerk, Assistant Director of Public Works, Village Engineer and Engineering Project Manager were present at the bid opening.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
America's Parking Remarking	Union, MO	\$182,957.64
Roadsafe Traffic Systems, Inc	Romeoville, IL	\$202,595.35
Marking Specialists Corp.	Arlington Heights, IL	\$249,339.51
Engineer's Estimate		\$175,503.11

The lowest, responsible bidder is American's Parking Remarking, Union, MO in the amount of \$182,957.64.

Description: Staff is recommending that we approve a contract with American's Parking Remarking for the 2025 Pavement Marking Program. The contract has the option of two (2) – one (1) year renewals. This would be the first year out of the possible three (3) year contract.

Budget / Finance: Funding is budgeted for in the FY26 Budget (01-26-023-75802 & 01-26-023-75406).

Budget Available:	\$200,000.00
Lowest Responsible Bidder:	\$182,957.64
Contingency Amount:	<u>\$17,042.36</u>
Difference:	\$0.00 At Budget

Staff Direction Request:

1. Approve low bid and award the project to American's Parking Remarking in the amount of \$182,957.64 plus \$17,042.36 contingency amount. Total contract amount not to exceed \$200,000.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated March 24, 2025.



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

RESOLUTION
NO. 2025-R-058

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AMERICA’S PARKING REMARKING FOR THE 2025 PAVEMENT MARKING
PROGRAM**

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

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

RESOLUTION NO. 2025-R-058**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND AMERICA'S PARKING REMARKING FOR THE 2025 PAVEMENT MARKING
PROGRAM**

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 America's Parking Remarketing, 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 May, 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 May, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A CONTRACT WITH AMERICA'S PARKING REMARKING FOR THE 2025 PAVEMENT MARKING PROGRAM

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-058, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AMERICA’S PARKING REMARKING FOR THE 2025 PAVEMENT MARKING PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK

Village of Tinley Park

SERVICE CONTRACT

2025 Pavement Marking Program

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

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred Seventy Five Thousand Four Hundred Forty Eight and Eighty Four Cents (\$175,448.84)**. 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 Bobby Perick Jr, as Branch Manager and on behalf
(Name) (Title)
of America's Parking Remarketing having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

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

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

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

Describe supporting documentation attached: Prequalification and added work Categories

Federal Employer I.D. #: 75-3026772

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:

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

- ☒ Form A: Name and address of Subcontractors from whom Contractor has accepted a bid or intends to hire to perform Work on any part of the project.
- NOTE: All Subcontractors shall complete and submit an Affidavit of Compliance no later than the date the Subcontractor commences Work on the project.
- ☒ Form B: List of individuals who will perform Work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.
- ☒ Form C: Additional Information (if required)
- ☒ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)
- ☒ Illinois Department of Revenue registration
- ☒ Illinois Department of Employment Security registration
- ☒ Standards of Apprenticeship/Apprentice Agreements
- ☒ Substance Abuse Prevention program (or applicable provision from CBA in effect) *EC261*
- ☒ Written Safety Policy Statement signed by company representative
- ☒ OSHA cards evidencing 10-hour or greater safety program completed, if requested
- ☒ Workers' Compensation Coverage *C.O.I*
- ☒ 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.

Bobby Perwick Jr
Name of Contractor (please print)

Bobby Perwick Jr
Submitted by (signature)

Branch Manager
Title

Certificate of Compliance with Illinois Human Rights Act:

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

Bobby Penick Jr
Name of Contractor (please print)

Bobby Penick Jr
Submitted by (signature)

Branch Manager
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act:

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

Bobby Penick Jr
Name of Contractor (please print)

Bobby Penick Jr
Submitted by (signature)

Branch Manager
Title

Certificate Regarding Sexual Harassment Policy:

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

Bobby Penick Jr
Name of Contractor (please print)

Bobby Penick Jr
Submitted by (signature)

Branch Manager
Title

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

The undersigned hereby certifies that:

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

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

Bobby Levick Jr
Name of Contractor (please print)

Bobby Levick Jr
Submitted by (signature)

Branch Manager
Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

Bobby Levick Jr
Name of Contractor (please print)

Bobby Levick Jr
Submitted by (signature)

Branch Manager
Title

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

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

Bobby Levick Jr
Name of Contractor (please print)

Bobby Levick Jr
Submitted by (signature)

Branch Manager
Title

[Signature Page to Follow]

CONTRACTOR

BY: America's Parking Marking 3/31/25
 Name Date
Bobby Perick Jr. [Signature]
 Printed Name
Branch Manager
 Title

VILLAGE OF TINLEY PARK

BY: _____
 Michael W. Glotz, Village President Date
(required if Contract is \$25,000 or more)

ATTEST

BY: _____
 Village Clerk Date
(required if Contract is \$20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____
 Village Manager Date

EXHIBIT A:

SCOPE OF SERVICES

The proposed Work consists of furnishing and installing paint, and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village.

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
<i>None</i>		

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
Juan Flores	E	Teamster	Y	Kane
William Urbanski	E	Teamster	Y	Dupage
Jose Roberto Lira Sr	E	Teamster	Y	Cook
Arturo Vazquez	E	Teamster	Y	Cook
Jose Lira Jr	E	Teamster	Y	Cook

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
Carroll County IL	Public Works 815-244-3195	\$48,761	None
District 8 Various Counties	Local Roads 618-498-9074	\$143,429	None
District 9 Various Counties	Local Roads 618-351-5264	\$411,187	None
Ogle County IL.	Highway Dept. 815-732-2851	\$54,067	None
LaSalle County IL	Highway Dept. 815-434-0743	\$163,297	None

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
		<i>None</i>	



Illinois Department
of Transportation

America's Parking Remarking, LLC
4846 Sun City Blvd. Suite 240 Sun City, FL 33573

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

27A PAVT. MARKING (PAINT)

\$1,500,000

\$1,500,000.00

Contractor No 908C
(1st Revision)

Certificate of Eligibility

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/9/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/9/2024.

[Signature]
Engineer of Construction



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 13, 2024

Janea Durbin
APR/ America's Parking Remarketing
janea.durbin@aprmo.com
1060 Vondera Ave., P.O. Box 910
Union, MO 63084
Phone 314.591.5643

Dear Ms Janea Durbin,

We have reviewed the equipment and personnel list enclosed with your letter that I received on August 9, 2024, and at this time we will permit your firm a conditional approval to complete five Thermoplastic Hand and Truck, Epoxy Hand and Truck, Modified Urethane pavement marking Hand and Truck projects as the Prime contractor. The conditional approval is effective as of August 12, 2024.

If your firm is a successful bidder for an pavement marking project, please advise this office of the location and contract number, and we will plan to monitor your work on those projects to assure that you can demonstrate an acceptable quality of work for our projects.

We encourage you to review the Standard Specifications for Road and Bridge Construction, any applicable Special Provisions, and the Bureau of Physical Research Project Procedures Guide.

Please feel free to contact Debra Neighbours of this office at (217) 558-0382 if you have any questions concerning this matter.

Sincerely,

Kyle Armstrong
Engineer of Operations

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

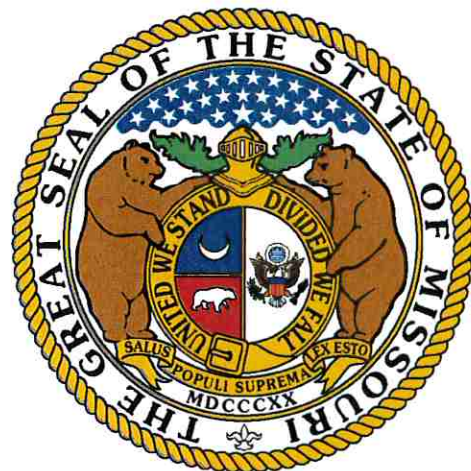
I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

AMERICA'S PARKING REMARKING, LLC
LC014552622

was created under the laws of this State on the 15th day of March, 2002, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 6th day of March, 2025.

Denny Hoskins
Secretary of State



Certification Number: CERT-03062025-0167

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX X111 797X 8561#
AMERICA'S PARKING REMARKING INC
1060 VONDERA AVE
UNION MO 63084-3122

March 5, 2025



Letter ID: CNXXX111797X8561

Account ID: 3957-7368

We have issued your Certificate of Registration.

Welcome!

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business address listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030
Rev.CRD@illinois.gov

217 785-3707

Rate Determination

ides.illinois.gov



01/03

#BWNKMGV
 #CNXX X12X 3X35 9448#
 AMERICA'S PARKING REMARKING INC
 AMERICA'S PARKING REMARKING INC
 PO BOX 910
 UNION MO 63084-0910

Mail Date: 12/02/2024

Letter ID: CNXXX12X3X359448

Account ID: 4717147

Name: AMERICA'S PARKING REMARKING INC

Protest Due Date: 12/17/2024

For Calendar Year: 2025

Wage Base: \$13,916.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2024

$$\begin{array}{lcl}
 7.850\% & = & \left(\frac{\$115,849.00}{\$127,711.58} \times 138.40\% \times 114.00\% \right) + 0.00\% + 0.55\% \\
 \text{RATE} & & \begin{array}{l} \text{Benefit Charges} \quad \text{Taxable Wages} \quad \text{BCF} \quad \text{ASEF} \\ \text{Penalty Rate} \quad \text{FBR} \end{array}
 \end{array}$$

QUARTERLY DETAIL

QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2021	0.00	5,009.53
Q4/2021	11,951.00	0.00
Q1/2022	18,987.00	0.00
Q2/2022	6,376.00	38,517.30
Q3/2022	0.00	362.70
Q4/2022	8,695.00	0.00
Q1/2023	24,352.00	0.00
Q2/2023	5,048.00	39,813.00
Q3/2023	0.00	4,869.91
Q4/2023	10,877.00	1,639.48
Q1/2024	24,389.00	0.00
Q2/2024	5,174.00	37,499.66
TOTALS	115,849.00	127,711.58

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 7.300% plus the fund builder and any statutory surcharge.

138.40% is the Benefit Conversion Factor (BCF) per 820 ILCS 405/1502.2.

After Benefit Charges are multiplied by the BCF and divided by Taxable Wages, the result becomes the Benefit Ratio and is rounded to one-tenth thousandth of one percent per 56 Ill. Adm. Code 2765.200.

114.00% is the Adjusted State Experience Factor (ASEF) per 820 ILCS 405/1504 and 1505.

After the Benefit Ratio is multiplied by the ASEF, this figure is rounded to one-tenth of one percent per 820 ILCS 405/1506.1.

0.55% is the Fund Building Rate (FBR) per 820 ILCS 405/1506.3.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.00 pays contributions at 5.400% for that quarter per 820 ILCS 405/1506.1.

AFFILIATE ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of all accounts in the affiliation.
SUCCESSOR ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of your account and predecessor account(s).

APPLICATION FOR REVIEW - If you have a basis for protesting this rate determination, you may file the attached application for review. Such application **MUST SET FORTH SPECIFIC REASONS** in support thereof and must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at **mytax.illinois.gov**, postmarked, faxed, or delivered on or before the protest due date indicated above.



Mail Date: 12/02/2024
Letter ID: CNXXX12X3X359448
Account ID: 4717147



Application for Review of Rate Determination

02/03

Account ID: 4717147 Protest Due Date: 12/17/2024 For Calendar Year: 2025

APPLICATION FOR REVIEW OF RATE DETERMINATION

CONTRIBUTION
RATE

7.850%

IMPORTANT

This contribution rate is
used to calculate your
contribution due for
quarters in 2025 ONLY.

What type of protest are you filing? (Check one)

- ☐ Benefit Charges
☐ Taxable Wages
☐ Both Benefit Charges and Taxable Wages
☐ Other. Please explain:

IDES RECORD			EMPLOYER RECORD	
QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
Q3/2021	0.00	5,009.53		
Q4/2021	11,951.00	0.00		
Q1/2022	18,987.00	0.00		
Q2/2022	6,376.00	38,517.30		
Q3/2022	0.00	362.70		
Q4/2022	8,695.00	0.00		
Q1/2023	24,352.00	0.00		
Q2/2023	5,048.00	39,813.00		
Q3/2023	0.00	4,869.91		
Q4/2023	10,877.00	1,639.48		
Q1/2024	24,389.00	0.00		
Q2/2024	5,174.00	37,499.66		
TOTALS	115,849.00	127,711.58		

INFORMATION AND ATTACHMENTS: ☐ UI-3/40 ☐ REG-UI-1 ☐ UI-50A ☐ Director's Order allowing BEN 118 Protest

☐ Other _____

IMPORTANT: This application for review setting forth specific reasons in support thereof must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.

MAIL TO:

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
33 S STATE ST, 10TH FLOOR
CHICAGO, IL 60603-2802

FAX TO:

(217) 557-1948

Signed: _____ Title: _____

Telephone: _____ Date: _____

IDES-RATE(N-07/17)



03/03

Account ID: 4717147 **Protest Due Date:** 12/17/2024 **For Calendar Year:** 2025**APPLICATION FOR REVIEW INSTRUCTIONS****SECTION I**

You must mark the appropriate box indicating the type of protest that you are filing. Be sure to include an explanation if you check "Other".

SECTION II

Indicate under the columns titled "Employer Record" any amounts that differ from the amounts shown under "IDES Record". Please attach documentation to substantiate these amounts.

IMPORTANT:

The application for review setting forth specific reasons in support thereof must be filed within 15 days after the date of mailing as shown on this Notice. Protests are considered timely only if submitted online at **mytax.illinois.gov**, postmarked, faxed, or delivered on or before the Protest Due Date.

Use this space for additional comments:

FREE LEGAL SERVICE PROGRAM NOTICE

IDES contracts with private law firms to provide small employers with limited free legal services with respect to administrative proceedings that address the subject of this notice. To be considered a small employer, you must have reported fewer than 20 employees during any two of the four quarters preceding the request for free assistance. These independent law firms are not part of IDES. Representation at your hearing is not automatic and depends, in part, upon the facts in your case.

The level of legal services provided will depend on the substance of your challenge to this notice. If you are interested in obtaining legal services, call the number listed below as soon as possible. Any delay in calling could result in your not being able to obtain this service.

Small Employers, please call: (866) 641-4288
(312) 641-6403 TTY (not toll-free)

IDES-RATE(N-07/17)



Apprenticeship Card



24-006020088

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Jose Lira

Joseph Costello
Trainer Name

2/18/2018
Date of Issue



Substance Abuse Prevention Program Certification



Contract Number	District	Letting Date
2025 Tinley Park	1	
Route	County	
various	cook	
Project Number	Job Number	
2025 Pavement Mkg Prg		
Section Number		

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

America's Parking Remarking, LLC

Name of Authorized Representative (type or print)

Bobby Penick Jr

Title of Authorized Representative (type or print)

Branch Manager

Signature of Authorized Representative

Date

4-1-25

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

reached. The worker will notify HR/Safety within 24 hours of all changes in medical condition. It is the employee's responsibility to provide the company with all medical documentation.

DRUG AND ALCHOL POLICY

Purpose

In compliance with the Drug-Free Workplace Act of 1988, Company has a long-standing commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Company employees and to the security of the company's equipment and facilities. For these reasons, Company is committed to the elimination of drug and alcohol use and misuse in the workplace.

Scope

This policy applies to all employees and all applicants for employment of Company, the Human Resource (HR) Department is responsible for policy administration.

Employee Assistance

Company will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other Company policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, to include Marijuana, or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Work Rules

1. Whenever employees are working, are operating any Company vehicle, are present on Company premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include marijuana and possession of drug paraphernalia).

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a Company vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Company forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a Company designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement, or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a Company, designated testing facility and directed to provide urine specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs , to include marijuana). The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by Company who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to Company until such time that the MRO has confirmed the test to be positive.

Company prohibits all employees, possessing or using an illegal drug, to include marijuana, in or on company premises or while conducting company business. Company employees are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Company does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Company reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug, to include marijuana, are required to report the conviction, plea or sentence to Human Resources within 24 hours. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with Company.

Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by Company or any site on which the company is conducting business.

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to termination.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to suspect that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug, to include marijuana, use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

Although marijuana may be legal in some states, Federal regulations prohibit the use of marijuana and remain a class 1 substance. Regardless of state legalities, Company prohibits the use of marijuana and we will continue to test and discipline for it.

Any employee who is found performing work in an unsafe manner knowingly commits an unsafe act or creates an unsafe condition, disregards the safety policy or is a repeated safety or health offender will be subject to disciplinary action, up to and including termination.

The company has the right to determine severity of offense and can escalate any of the above actions to immediate termination.

Bob Lendy 4-1-2025
Branch Manager

American Parking Remarking

SAFETY POLICY



2025

Statement of Safety Policy

APR recognizes that our people drive the business and are our most critical resource. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings and procedures that foster protection of health and safety. All work performed by APR employees will consider the intent of this policy. No duty, no matter what its perceived result is, will be deemed more important than employee health and safety.

APR is firmly committed to the safety of our employees. APR is committed to the prevention of workplace accidents and providing a safe work environment for all employees.

APR will make every reasonable effort to provide a safe and healthful workplace that is free from recognized or known potential hazards. Additionally, APR subscribes to the following principles:

- All accidents are preventable through implementation of effective safety and health control policies and programs.
- Safety and health controls are a major part of our work every day.
- Accident prevention is good business. It minimizes human affliction, promotes better working conditions for everyone, holds APR in a higher regard with customers and employees. This is why APR and its employees will comply with all safety and health regulations which apply to the course and scope of operations.
- Employees are responsible for following safe work practices and company rules and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
- APR Management will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
- Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

Safety Rules

The primary responsibility of the employees is to perform his/her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees must become familiar with, observe and obey APR

When operating machines: do not wear loose clothing, long hair should be tied up and back, remove jewelry.

Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.

Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operation. Never reach into an operating machine or moving machine part.

Ladders:

- a. Inspect ladders prior to each use
- b. Ladders must be placed on secure footing
- c. Only one person is allowed on a ladder at a time
- d. Never stand on the top two steps of the stepladder
- e. Always maintain 3-point contact when working on ladders
- f. Never reach beyond arm length when working on a ladder
- g. Never use mental ladders when working on or around electrical equipment

Cranes/Hoists/Lifting Devices:

- h. Inspect all cranes, hoists and lifting devices (sling, hooks, etc.) prior to each use. Never use damaged equipment
- i. Never walk under a load suspended from a hoist or crane
- j. Keep all personnel clear of all "fall zone" of the crane/hoist
- k. Know the weight of material being lifted. Never overload a crane/hoist

Lockout Tag out: Prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER - DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, "Keep your hands off."

Only employees trained are authorized to LOTO any equipment

Hazard Communication

- All employees have the right to know what chemicals they work with; what hazards are and how to handle them safely
- Safety Data Sheets (SDS) are documents provided by the supplier of a chemical. Employees are free to utilize the SDS as needed
- General rules for handling chemicals:
 - Read all label warnings and instructions

- Do not attempt to fight any fire which is uncontained, too hot, too smoky or if you are frightened.
- To use a fire extinguisher, remember PASS:

P: Pull the safety pin from the handle.

A: Aim the extinguisher nozzle or hose at the base of the fire. (not directly at the flames)

S: Squeeze the handle slowly to discharge the agent.

S: Sweep from side to side, while maintaining a safe distance from the fire.

Company Vehicle and Driver Safety:

- Only employees authorized by APR are permitted to operate APR vehicles.
- No "side trips" or personal use of company vehicles are permitted
- Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion
- All local and safety traffic regulations and signs must be followed
- No unauthorized riders are allowed
- All moving violations resulting in points being assigned to your license must be reported to your supervisor immediately
- Driving while under the influence of alcohol or other drugs is forbidden

Employees driving their personal vehicles on company business must follow the steps shown above. More fleet policies/rules are listed in the fleet policy towards the end of this manual.

Electrical Safety:

- Never operate or tamper with the electrical switch or breakers.
- Report all electrical problems and suspected problems to your supervisor or maintenance.
- All junction boxes, control boxes, connections and other wiring must have covers securely installed to prevent accidental contact.
- Inspect all plugs, cords and portable equipment prior to using.
- Report any damage to electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.
- Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.
- Any personal electrical devices must be approved prior to use.

Fire Prevention Plan & Electrical Safety

- Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior areas.
- No candles or open flames are allowed within the facility

- Do not attempt to replace or repair any part in hydraulic system while pressure is present in the system
- Do not by-pass any safety device
- Avoid bodily contact with hot fluids and hot surfaces
- Operator is to be seated properly while truck is in motion



An Emergency Stop Button, or E-Stop, is to be used only in an Emergency Situation:

- An immediately hazardous situation that needs to be ended or averted quickly in order to prevent further damage or to prevent injury or damage.
- A function that is intended to avert harm or to reduce existing hazards to persons, machinery or work in progress.

Lifting:

- If you need help moving material, request assistance
- When you lift, use your legs muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.
- When you turn holding an object, move your feet and do not twist.

General Safety Guidelines:

- Stay calm and think through your actions
- Do not hesitate to call/alert others if you believe an emergency is occurring
- Know how to page if you need help (onsite at location)
- Know where emergency equipment is located
- Know who at your location or job site is trained to assist with First Aid/CPR
- Know the emergency numbers:
 - Fire/Police/Ambulance 911
 - Internal Emergency Number (if applicable)
 - Human Resources/Safety
 - Paging system if necessary

Emergency Evacuation Plan

Medical Emergency: (chest pains, loss of consciousness, fall from a height, etc.)

- Upon discovering a medical emergency, call 911
- Page for trained CPR/First Aid employees to your location
- Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.
- Send someone to the building entrance to wait for the fire department/Ambulance.
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- HR will make necessary notifications to the family members of the person suffering the medical emergency.

Severe Weather:

- Training will be done at each location to better inform you of exact protocols.
- Employees should shut down any equipment and will be instructed where to go for safety.
- Someone will need to take a radio/phone with them to monitor current weather alerts.

- Always be aware of the closest telephone
- Be sure that someone at home knows that you are at work and is expecting you to check in by a specific time
- As you leave the office, be sure to turn off all equipment and lights
- Weapons are not allowed on property

Outdoor Heat Hazards



Prevent Heat Illness at Work

Outdoor and **indoor** heat exposure can be dangerous.

Ways to Protect Yourself and Others

Ease into Work. Nearly 3 out of 4 fatalities from heat illness happen during the first week of work.



- ✓ **New and returning** workers need to build tolerance to heat (acclimatize) and take frequent breaks.
- ✓ **Follow the 20% Rule.** On the first day, work no more than 20% of the shift's duration at full intensity in the heat. Increase the duration of time at full intensity by no more than 20% a day until workers are used to working in the heat.



Drink Cool Water
Drink cool water even if you are not thirsty — at least 1 cup every 20 minutes.



Dress for the Heat
Wear a hat and light-colored, loose-fitting, and breathable clothing if possible.



Take Rest Breaks
Take enough time to recover from heat given the temperature, humidity, and conditions.



Watch Out for Each Other
Monitor yourself and others for signs of heat illness.



Find Shade or a Cool Area
Take breaks in a designated shady or cool location.



If Wearing a Face Covering
Change your face covering if it gets wet or soiled. Verbally check on others frequently.

First Aid for Heat Illness

The following are signs of a medical emergency!

- Abnormal thinking or behavior
- Slurred speech
- Seizures
- Loss of consciousness

- 1 >> **CALL 911 IMMEDIATELY**
- 2 >> **COOL THE WORKER RIGHT AWAY WITH WATER OR ICE**
- 3 >> **STAY WITH THE WORKER UNTIL HELP ARRIVES**



Watch for any other signs of heat illness and act quickly. When in doubt, call 911.

If a worker experiences:

- Headache or nausea
- Weakness or dizziness
- Heavy sweating or hot, dry skin
- Elevated body temperature
- Thirst
- Decreased urine output



Take these actions:

- > Give water to drink
- > Remove unnecessary clothing
- > Move to a cooler area
- > Cool with water, ice, or a fan
- > Do not leave alone
- > Seek medical care if needed

Respirable Crystalline Silica

Employees will take steps to limit their exposure to respirable crystalline silica in accordance with OSHA standards. A final rule from OSHA that sets the permissible exposure limit (PEL) for respirable silica to 50 micrograms per cubic meter of air (50 µg/m³) came into effect on June

- Footwear meeting the above standards are required before any employee can begin work in the field or facility designated areas.
- Employees must:
 - Check footwear before wearing each day to make sure there are no rips, holes or other defects.
 - Check soles to make sure they have adequate tread remaining.
 - Replace footwear that no longer provides good support and protection.
 - Footwear laces must always remain tied.
 - Decontaminate work shoes or boots that come in contact with hazardous substances.
 - Keep all components of footwear clean, particularly treads on soles.

PROHIBITED FOOTWEAR:

Any shoes not meeting the above list standards shall NOT be allowed to be worn while in the areas affected by this policy. These includes but is not limited to the following:

Any closed toed shoe (athletic or dress) without steel or composite-toe.

CROCs (or similar rubber shoes) – Both with and without perforations in the shoe.

Flip-flops or similar sandals with or without elevated heels.

Clogs or other shoes with an elevated sole and open heel.

Any shoe with an open heel and no strap to secure the foot.

Shoes with an excessive high heel of 2 inches or higher.

RESPONSIBILITIES:

Employee:

Wear the proper footwear as part of your daily uniform PPE

Inspect their work footwear daily for general wear and tear, structural integrity and presence of liquid or solid contaminants wedged in the treads

New employees shall not begin work in the areas affected until they have safety shoes meeting the

Supervisor:

Monitor employees to ensure they are wearing the appropriate footwear

Employees without proper footwear will be required to leave the site and return only when they have appropriate footwear.

Evaluate all work areas on a daily basis to prevent slip, trip and fall injuries

- See that all injuries are cared for properly and reported promptly
- Complete necessary safety inspections of all projects and equipment
- Complete necessary employee orientation and training according to location guidelines
- Display an enthusiastic and positive attitude towards this program and safety in general. The success of this program depends on you.

All Employees: You are responsible for your actions at all times. Your participation in this program is encouraged and valued. Your compliance with all the rules and policies is required. You will:

- Work according to good safety practices as listed, instructed, and discussed.
- Refrain from any unsafe act that might endanger yourself or your fellow workmen
- Use all safety devices always provided to you for your protection
- Report any unsafe situation or act to your supervisor immediately
- Always maintain a drug free work zone
- Refrain from thoughtless or deliberate acts that may cause injury to yourself or your fellow co-workers.
- Refrain from all workplace violence. Any employee that acts violent, physically or verbally, towards another employee will be subject to disciplinary action
- Report any issues, or potential issues, with other employee(s) to the Operations Manager or your Crew Leader immediately so that these issues can be handled in a safe and effective manner.
- Assume your share of responsibility for any accident that may occur. Do not blame others for your own actions.

ACCIDENT REPORTING PROCESS

An accident is an unplanned event that disrupts normal work activities and may or may not result in an injury or property damage.

All work-related accidents, injuries and near misses must be reported to HR/Safety.

Information that needs to be collected at time of vehicle incident:

- Document details of the incident (blank investigation reports should be kept in vehicle to complete)
 - Date and time of incident
 - Company vehicle(s) in incident
 - List employees at scene (jobs performed who was driving, passenger, etc.)
 - Job traveling and location traveling to
 - Description of what happened
 - Where the incident occurred
 - Traffic controls in place (such as signals, signs lights, police markers, etc.)
- Pictures of the scene. Company and other party vehicles
- Other person(s) insurance details
- Other person(s) license plate #, color/make model of vehicle(s)
- Other person(s) personal details (full name, insurance information, etc.)
- If police were called, get contact information for the reporting police officer
- Once you have all documentation complete, call/text your Supervisor and Safety Manager.

RETURN TO WORK POLICY

APR has developed a return-to work policy. Its purpose is to return workers to employment at the earliest date following any injury or illness. We desire to speed recovery from injury or illness and reduce overall costs. This policy applies to all work and will be followed appropriately.

APR defines "transitional" work as temporary modified work with assignments within the worker's physical abilities, knowledge, and skills. Where feasible, transitional positions will be made available to employees injured at work to minimize or eliminate time costs.

For any business reason, at any time, we may elect to change the working shift of any employee based on the business needs of the company.

The physical requirements of the employees' current position and a list of transitional/temporary work that has been created will need be provided to the employees and attending physician. Transitional/temporary positions are developed with consideration of the worker's physical abilities, the business needs and the availability of transitional work.

Communication is critical, it is the responsibility of the employee and/or supervisor to immediately notify HR/Safety of any changes concerning a transitional work assignment. HR/Safety will then communicate with the insurance carrier and attending physician as applicable.

It is the employee's responsibility to provide the company with a medical return to work documentation. If the attending physician releases the worker to return to work, as evidenced by completion of a Release to Return-to-Work form and Job Description Form, the form(s) must be returned to Personnel within 24 hours for assignment of light duty/modified work. The worker must report for work at the designated time.

If the worker is unable to report for any kind of work, the worker must call in at least weekly to report medical status. While off work, it is the responsibility of the worker to supply HR/Safety with a current telephone number (listed or unlisted) and an address where the worker can be reached. The worker will notify HR/Safety within 24 hours of all changes in medical condition. It is the employee's responsibility to provide the company with all medical documentation.

DRUG AND ALCHOL POLICY

Purpose

In compliance with the Drug-Free Workplace Act of 1988, Company has a long-standing commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Company employees and to the security of the company's equipment and facilities. For these reasons, Company is committed to the elimination of drug and alcohol use and misuse in the workplace.

Scope

This policy applies to all employees and all applicants for employment of Company, the Human Resource (HR) Department is responsible for policy administration.

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession or impairment by at least two members of management. Human Resources, the Safety Manager or Operations Manager should be consulted before sending an employee for testing. Management must use the reasonable suspicion observation checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs, to include marijuana, or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and Human Resources will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a Company vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Company forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

CDL Drivers will need to follow the FMCSA guidelines when a positive test occurs (specific requirements and guidelines are listed in the Fleet Policy)

Non-CDL Drivers will follow the guidelines below:

- If a test comes back positive for all other substances other than Marijuana, the employee will be automatically terminated.
- If a test comes back positive for marijuana, the employee will follow the guidelines below:
 - First offense (regardless of reason for testing other than pre-employment) an employee will receive 15 days suspension without pay. Employee must schedule and pay for a follow up drug screen and provide a negative test to company before the 15 days are completed. If a negative test is presented, then the employee will be allowed to come back to work.
 - Second offense and employee will receive 30 days suspension without pay. Employee must schedule and pay for a follow up drug screen and provide a negative test before the 30 days are completed. If a negative test is presented, then the employee will be allowed to come back to work.
 - Third offense, termination of employment.

If the employee either does not complete the rehabilitation program or guidelines listed above, the employee will be immediately discharged from employment.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

Company reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. Affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination of employment.

Smoking

In keeping with the intent to provide a safe and healthful work environment, smoking or vaping in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. All employees and visitors who smoke/vape are expected to be considerate of those who do not and to abide by the following rules:

- Refrain from smoking/vaping anywhere within the Company facility.
- Refrain from smoking/vaping in any Company vehicles.
- When traveling on Company business, refrain from smoking/vaping in hotel rooms unless the room has been designated as allowing smoking.
- Properly dispose of hot matches, ashes and cigarette butts in ashtrays, never on the floor, in wastebaskets, down drains or on the ground.

Any fines, restoration charges, cleaning expenses, etc. associated with the violation of this policy is the responsibility of the individual associated with the violation.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

9/26/2024

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	Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : The Cincinnati Insurance Company	
		INSURER B : The Cincinnati Casualty Company	
		INSURER C : Arch Specialty Insurance Company	
		INSURER D : Landmark American Insurance Company	
		INSURER E :	
		INSURER F :	
		NAIC #	
		10677	
		28665	
		21199	
		33138	

COVERAGES

CERTIFICATE NUMBER: 20896070

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	N	N	EPP0632318	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	EPP0632318	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	N	N	UXP1053271-01 LHA104610	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC0632319	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

20896070

For Information Only

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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Bond No. SU 1200099-0000

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond**CONTRACTOR:***(Name, legal status and address)*

America's Parking Remarking, LLC
 1060 Vondera Ave.
 Union, MO 63084

SURETY:*(Name, legal status and principal place of business)*

Arch Insurance Company
 Harborside 3, 210 Hudson Street Suite 300
 Jersey City, NJ 07311-1107
Mailing Address for Notices

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 Oak Park Avenue
 Tinley Park, IL 60477

CONSTRUCTION CONTRACT

Date: March 31, 2025

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Description:

(Name and location)

2025 Pavement Marking Program

BOND

Date: April 3, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Modifications to this Bond:

☒ None☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

America's Parking Remarking, LLC

Signature:

Name

and Title:

SURETY

Company:

(Corporate Seal)

Arch Insurance Company

Signature:

Name

and Title:

William Reidinger

Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

Marsh & McLennan Agency, LLC
 20 N Martingale Rd, Suite 100
 Schaumburg, IL 60173
 888-429-0999

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party.)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. SU 1200099-0000

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond**CONTRACTOR:**

(Name, legal status and address)

America's Parking Remarketing, LLC
1060 Vondera Ave.
Union, MO 63084

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107
Mailing Address for Notices

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 Oak Park Avenue
Tinley Park, IL 60477

CONSTRUCTION CONTRACT

Date: March 31, 2025

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Description:

(Name and location)

2025 Pavement Marking Program

BOND

Date: April 3, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Modifications to this Bond:

☒ None☐ See Section 18**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

America's Parking Remarketing, LLC

Signature:

Name
and Title:**SURETY**

Company:

(Corporate Seal)

Arch Insurance Company

Signature:

Name

and Title: William Reidinger
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh & McLennan Agency, LLC
20 N Martingale Rd, Suite 100
Schaumburg, IL 60173
888-429-0999

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

State of **Tennessee**.....County of **Davidson**..... ss.:

Surety
Company
Acknowledgment:

On this 3rd.....day of April.....2025., before me personally appeared William Reidinger....., to be known, whom being by me duly sworn, did depose and say: that he/she resides at Schaumburg, IL....., that he/she is the Attorney In Fact.....of Arch Insurance Company....., the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Cassidy Kelly

Notary Public in and for the above County and State.

My commission expires 03/09/2027.....



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

William Reidinger

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1200099-0000

Principal: America's Parking Remarketing, LLC

Obligee: Village of Tinley Park

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of February, 2024

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



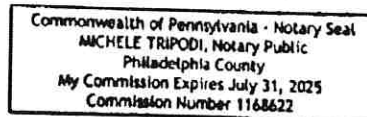
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 1, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of April, 2025.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department

Surety Claims

P.O. Box 542033

Omaha, NE 68154

suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Village of Tinley Park

SERVICE CONTRACT

2025 Pavement Marking Program

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

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred Seventy Five Thousand Four Hundred Forty Eight and Eighty Four Cents (\$175,448.84)**. 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 Bobby Perick Jr, as Branch Manager and on behalf
(Name) (Title)
of America's Parking Remarketing having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

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

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

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

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

Describe supporting documentation attached: Prequalification and added work Categories

Federal Employer I.D. #: 75-3026772

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:

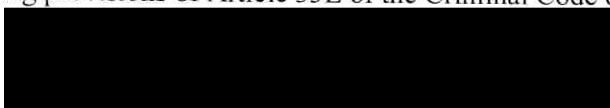
Documentation Attached (Contractor must initial next to each item):

- ☒ Form A: Name and address of Subcontractors from whom Contractor has accepted a bid or intends to hire to perform Work on any part of the project.
- NOTE: All Subcontractors shall complete and submit an Affidavit of Compliance no later than the date the Subcontractor commences Work on the project.
- ☒ Form B: List of individuals who will perform Work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.
- ☒ Form C: Additional Information (if required)
- ☒ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)
- ☒ Illinois Department of Revenue registration
- ☒ Illinois Department of Employment Security registration
- ☒ Standards of Apprenticeship/Apprentice Agreements
- ☒ Substance Abuse Prevention program (or applicable provision from CBA in effect) *EC261*
- ☒ Written Safety Policy Statement signed by company representative
- ☒ OSHA cards evidencing 10-hour or greater safety program completed, if requested
- ☒ Workers' Compensation Coverage *C.O.I*
- ☒ 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.

Bobby Lewick Jr
Name of Contractor (please print)



Submitted by (signature)

Branch Manager
Title

Certificate of Compliance with Illinois Human Rights Act:

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

Bobby Penick Jr
Name of Contractor (please print)

[Redacted Signature]
Submitted by (signature)

Branch Manager
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act:

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

Bobby Penick Jr
Name of Contractor (please print)

[Redacted Signature]
Submitted by (signature)

Branch Manager
Title

Certificate Regarding Sexual Harassment Policy:

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

Bobby Penick Jr
Name of Contractor (please print)

[Redacted Signature]
Submitted by (signature)

Branch Manager
Title

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

The undersigned hereby certifies that:

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

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

Bobby Levick Jr
Name of Contractor (please print)

Branch Manager
Title


Submitted by (signature)

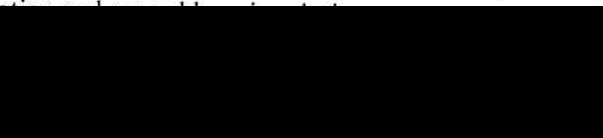
Certificate of Compliance with Prevailing Wage Requirements:

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 not

Bobby Levick Jr
Name of Contractor (please print)

Branch Manager
Title

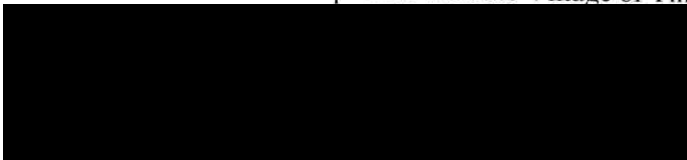

Submitted by (signature)

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.

Bobby Levick Jr
Name of Contractor (please print)

Branch Manager
Title


Submitted by (signature)

[Signature Page to Follow]

CONTRACTOR

BY: America's Parking Remarking 3/31/25
Name 
Bobby Perick Jr
Printed Name
Branch Manager
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 furnishing and installing paint, and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village.

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
<i>None</i>		

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	Teamster	Y	Kane
	E	Teamster	Y	Dupage
	E	Teamster	Y	Cook
	E	Teamster	Y	Cook
	E	Teamster	Y	Cook

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
Carroll County IL	Public Works 815-244-3195	\$48,761	None
District 8 Various Counties	Local Roads 618-498-9074	\$143,429	None
District 9 Various Counties	Local Roads 618-351-5264	\$411,187	None
Ogle County IL.	Highway Dept. 815-732-2851	\$54,067	None
LaSalle County IL	Highway Dept. 815-434-0743	\$163,297	None

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
		<i>None</i>	



Illinois Department
of Transportation

America's Parking Remarking, LLC
4846 Sun City Blvd. Suite 240 Sun City, FL 33573

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

27A PAVT. MARKING (PAINT)

\$1,500,000

\$1,500,000.00

Contractor No 908C
(1st Revision)

Certificate of Eligibility

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/9/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/9/2024.

Engineer of Construction



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 13, 2024

Janea Durbin
APR/ America's Parking Remarketing
janea.durbin@aprmo.com
1060 Vondera Ave., P.O. Box 910
Union, MO 63084
Phone 314.591.5643

Dear Ms Janea Durbin,

We have reviewed the equipment and personnel list enclosed with your letter that I received on August 9, 2024, and at this time we will permit your firm a conditional approval to complete five Thermoplastic Hand and Truck, Epoxy Hand and Truck, Modified Urethane pavement marking Hand and Truck projects as the Prime contractor. The conditional approval is effective as of August 12, 2024.

If your firm is a successful bidder for an pavement marking project, please advise this office of the location and contract number, and we will plan to monitor your work on those projects to assure that you can demonstrate an acceptable quality of work for our projects.

We encourage you to review the Standard Specifications for Road and Bridge Construction, any applicable Special Provisions, and the Bureau of Physical Research Project Procedures Guide.

Please feel free to contact Debra Neighbours of this office at (217) 558-0382 if you have any questions concerning this matter.

Sincerely,


Kyle Armstrong
Engineer of Operations

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

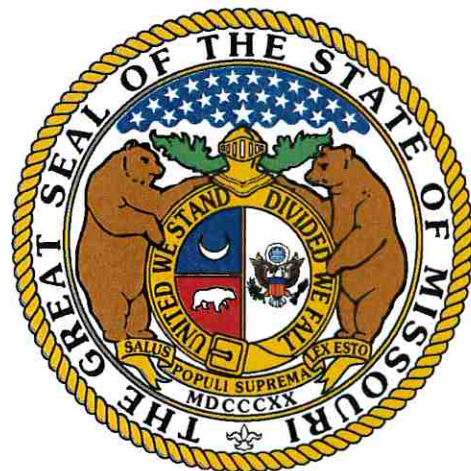
AMERICA'S PARKING REMARKING, LLC
LC014552622

was created under the laws of this State on the 15th day of March, 2002, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 6th day of March, 2025.

[Redacted Signature]

Secretary of State



Certification Number: CERT-03062025-0167

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX X111 797X 8561#
AMERICA'S PARKING REMARKING INC
1060 VONDERA AVE
UNION MO 63084-3122

March 5, 2025



Letter ID: CNXXX111797X8561

Account ID: 3957-7368

We have issued your Certificate of Registration.

Welcome!

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business address listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030
Rev.CRD@illinois.gov

217 785-3707

Rate Determination

ides.illinois.gov



01/03

#BWNKMGV
 #CNXX X12X 3X35 9448#
 AMERICA'S PARKING REMARKING INC
 AMERICA'S PARKING REMARKING INC
 PO BOX 910
 UNION MO 63084-0910

Mail Date: 12/02/2024
Letter ID: CNXXX12X3X359448

Account ID: 4717147
Name: AMERICA'S PARKING REMARKING INC
Protest Due Date: 12/17/2024
For Calendar Year: 2025
Wage Base: \$13,916.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2024

$$\begin{array}{rcl}
 7.850\% & = & \left(\frac{\$115,849.00}{\$127,711.58} \times 138.40\% \times 114.00\% \right) + 0.00\% + 0.55\% \\
 \text{RATE} & & \begin{array}{l} \text{Benefit Charges} \quad \text{Taxable Wages} \quad \text{BCF} \quad \text{ASEF} \\ \text{Penalty Rate} \quad \text{FBR} \end{array}
 \end{array}$$

QUARTERLY DETAIL		
QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2021	0.00	5,009.53
Q4/2021	11,951.00	0.00
Q1/2022	18,987.00	0.00
Q2/2022	6,376.00	38,517.30
Q3/2022	0.00	362.70
Q4/2022	8,695.00	0.00
Q1/2023	24,352.00	0.00
Q2/2023	5,048.00	39,813.00
Q3/2023	0.00	4,869.91
Q4/2023	10,877.00	1,639.48
Q1/2024	24,389.00	0.00
Q2/2024	5,174.00	37,499.66
TOTALS	115,849.00	127,711.58

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 7.300% plus the fund builder and any statutory surcharge.

138.40% is the Benefit Conversion Factor (BCF) per 820 ILCS 405/1502.2.

After Benefit Charges are multiplied by the BCF and divided by Taxable Wages, the result becomes the Benefit Ratio and is rounded to one-tenth thousandth of one percent per 56 Ill. Adm. Code 2765.200.

114.00% is the Adjusted State Experience Factor (ASEF) per 820 ILCS 405/1504 and 1505.

After the Benefit Ratio is multiplied by the ASEF, this figure is rounded to one-tenth of one percent per 820 ILCS 405/1506.1.

0.55% is the Fund Building Rate (FBR) per 820 ILCS 405/1506.3.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.00 pays contributions at 5.400% for that quarter per 820 ILCS 405/1506.1.

AFFILIATE ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of all accounts in the affiliation.
SUCCESSOR ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of your account and predecessor account(s).

APPLICATION FOR REVIEW - If you have a basis for protesting this rate determination, you may file the attached application for review. Such application **MUST SET FORTH SPECIFIC REASONS** in support thereof and must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at **mytax.illinois.gov**, postmarked, faxed, or delivered on or before the protest due date indicated above.



Mail Date: 12/02/2024
Letter ID: CNXXX12X3X359448
Account ID: 4717147



Application for Review of Rate Determination

02/03

Account ID: 4717147 Protest Due Date: 12/17/2024 For Calendar Year: 2025

APPLICATION FOR REVIEW OF RATE DETERMINATION

CONTRIBUTION
RATE

7.850%

IMPORTANT

This contribution rate is
used to calculate your
contribution due for
quarters in 2025 ONLY.

What type of protest are you filing? (Check one)

- ☐ Benefit Charges
☐ Taxable Wages
☐ Both Benefit Charges and Taxable Wages
☐ Other. Please explain:

IDES RECORD			EMPLOYER RECORD	
QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
Q3/2021	0.00	5,009.53		
Q4/2021	11,951.00	0.00		
Q1/2022	18,987.00	0.00		
Q2/2022	6,376.00	38,517.30		
Q3/2022	0.00	362.70		
Q4/2022	8,695.00	0.00		
Q1/2023	24,352.00	0.00		
Q2/2023	5,048.00	39,813.00		
Q3/2023	0.00	4,869.91		
Q4/2023	10,877.00	1,639.48		
Q1/2024	24,389.00	0.00		
Q2/2024	5,174.00	37,499.66		
TOTALS	115,849.00	127,711.58		

INFORMATION AND ATTACHMENTS: ☐ UI-3/40 ☐ REG-UI-1 ☐ UI-50A ☐ Director's Order allowing BEN 118 Protest

☐ Other _____

IMPORTANT: This application for review setting forth specific reasons in support thereof must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.

MAIL TO:

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
33 S STATE ST, 10TH FLOOR
CHICAGO, IL 60603-2802

FAX TO:

(217) 557-1948

Signed: _____ Title: _____

Telephone: _____ Date: _____

IDES-RATE(N-07/17)



03/03

Account ID: 4717147 **Protest Due Date:** 12/17/2024 **For Calendar Year:** 2025**APPLICATION FOR REVIEW INSTRUCTIONS****SECTION I**

You must mark the appropriate box indicating the type of protest that you are filing. Be sure to include an explanation if you check "Other".

SECTION II

Indicate under the columns titled "Employer Record" any amounts that differ from the amounts shown under "IDES Record". Please attach documentation to substantiate these amounts.

IMPORTANT:

The application for review setting forth specific reasons in support thereof must be filed within 15 days after the date of mailing as shown on this Notice. Protests are considered timely only if submitted online at **mytax.illinois.gov**, postmarked, faxed, or delivered on or before the Protest Due Date.

Use this space for additional comments:

FREE LEGAL SERVICE PROGRAM NOTICE

IDES contracts with private law firms to provide small employers with limited free legal services with respect to administrative proceedings that address the subject of this notice. To be considered a small employer, you must have reported fewer than 20 employees during any two of the four quarters preceding the request for free assistance. These independent law firms are not part of IDES. Representation at your hearing is not automatic and depends, in part, upon the facts in your case.

The level of legal services provided will depend on the substance of your challenge to this notice. If you are interested in obtaining legal services, call the number listed below as soon as possible. Any delay in calling could result in your not being able to obtain this service.

Small Employers, please call: (866) 641-4288
(312) 641-6403 TTY (not toll-free)

IDES-RATE(N-07/17)



Apprenticeship Card



Occupational Safety
and Health Administration

24-006020088

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Jose Lira

Joseph Costello

Trainer Name

2/18/2018

Date of Issue



Substance Abuse Prevention Program Certification



Contract Number	District	Letting Date
2025 Tinley Park	1	
Route	County	
various	cook	
Project Number	Job Number	
2025 Pavement Mkg Prg		
Section Number		

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

America's Parking Remarking, LLC

Name of Authorized Representative (type or print)

Bobby Penick Jr

Title of Authorized Representative (type or print)

Branch Manager

Signature of Authorized Representative

Date

4-1-25

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

reached. The worker will notify HR/Safety within 24 hours of all changes in medical condition. It is the employee's responsibility to provide the company with all medical documentation.

DRUG AND ALCHOL POLICY

Purpose

In compliance with the Drug-Free Workplace Act of 1988, Company has a long-standing commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Company employees and to the security of the company's equipment and facilities. For these reasons, Company is committed to the elimination of drug and alcohol use and misuse in the workplace.

Scope

This policy applies to all employees and all applicants for employment of Company, the Human Resource (HR) Department is responsible for policy administration.

Employee Assistance

Company will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other Company policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, to include Marijuana, or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Work Rules

1. Whenever employees are working, are operating any Company vehicle, are present on Company premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include marijuana and possession of drug paraphernalia).

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a Company vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Company forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a Company designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement, or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a Company, designated testing facility and directed to provide urine specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs , to include marijuana). The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by Company who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to Company until such time that the MRO has confirmed the test to be positive.

Company prohibits all employees, possessing or using an illegal drug, to include marijuana, in or on company premises or while conducting company business. Company employees are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Company does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Company reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug, to include marijuana, are required to report the conviction, plea or sentence to Human Resources within 24 hours. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with Company.

Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by Company or any site on which the company is conducting business.

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to termination.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to suspect that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug, to include marijuana, use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

Although marijuana may be legal in some states, Federal regulations prohibit the use of marijuana and remain a class 1 substance. Regardless of state legalities, Company prohibits the use of marijuana and we will continue to test and discipline for it.

Any employee who is found performing work in an unsafe manner knowingly commits an unsafe act or creates an unsafe condition, disregards the safety policy or is a repeated safety or health offender will be subject to disciplinary action, up to and including termination.

The company has the right to determine severity of offense and can escalate any of the above actions to immediate termination.



4-1-2025

Branch Manager

American Parking Remarking

SAFETY POLICY



2025

Statement of Safety Policy

APR recognizes that our people drive the business and are our most critical resource. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings and procedures that foster protection of health and safety. All work performed by APR employees will consider the intent of this policy. No duty, no matter what its perceived result is, will be deemed more important than employee health and safety.

APR is firmly committed to the safety of our employees. APR is committed to the prevention of workplace accidents and providing a safe work environment for all employees.

APR will make every reasonable effort to provide a safe and healthful workplace that is free from recognized or known potential hazards. Additionally, APR subscribes to the following principles:

- All accidents are preventable through implementation of effective safety and health control policies and programs.
- Safety and health controls are a major part of our work every day.
- Accident prevention is good business. It minimizes human affliction, promotes better working conditions for everyone, holds APR in a higher regard with customers and employees. This is why APR and its employees will comply with all safety and health regulations which apply to the course and scope of operations.
- Employees are responsible for following safe work practices and company rules and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
- APR Management will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
- Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

Safety Rules

The primary responsibility of the employees is to perform his/her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees must become familiar with, observe and obey APR

When operating machines: do not wear loose clothing, long hair should be tied up and back, remove jewelry.

Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.

Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operation. Never reach into an operating machine or moving machine part.

Ladders:

- a. Inspect ladders prior to each use
- b. Ladders must be placed on secure footing
- c. Only one person is allowed on a ladder at a time
- d. Never stand on the top two steps of the stepladder
- e. Always maintain 3-point contact when working on ladders
- f. Never reach beyond arm length when working on a ladder
- g. Never use mental ladders when working on or around electrical equipment

Cranes/Hoists/Lifting Devices:

- h. Inspect all cranes, hoists and lifting devices (sling, hooks, etc.) prior to each use. Never use damaged equipment
- i. Never walk under a load suspended from a hoist or crane
- j. Keep all personnel clear of all "fall zone" of the crane/hoist
- k. Know the weight of material being lifted. Never overload a crane/hoist

Lockout Tag out: Prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated and the control locked in the off (safe) position.

Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER - DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, "Keep your hands off."

Only employees trained are authorized to LOTO any equipment

Hazard Communication

- All employees have the right to know what chemicals they work with; what hazards are and how to handle them safely
- Safety Data Sheets (SDS) are documents provided by the supplier of a chemical. Employees are free to utilize the SDS as needed
- General rules for handling chemicals:
 - Read all label warnings and instructions

- Do not attempt to fight any fire which is uncontained, too hot, too smoky or if you are frightened.
- To use a fire extinguisher, remember PASS:

P: Pull the safety pin from the handle.

A: Aim the extinguisher nozzle or hose at the base of the fire. (not directly at the flames)

S: Squeeze the handle slowly to discharge the agent.

S: Sweep from side to side, while maintaining a safe distance from the fire.

Company Vehicle and Driver Safety:

- Only employees authorized by APR are permitted to operate APR vehicles.
- No "side trips" or personal use of company vehicles are permitted
- Seat belts/shoulder harnesses must be worn whenever the vehicle is in motion
- All local and safety traffic regulations and signs must be followed
- No unauthorized riders are allowed
- All moving violations resulting in points being assigned to your license must be reported to your supervisor immediately
- Driving while under the influence of alcohol or other drugs is forbidden

Employees driving their personal vehicles on company business must follow the steps shown above. More fleet policies/rules are listed in the fleet policy towards the end of this manual.

Electrical Safety:

- Never operate or tamper with the electrical switch or breakers.
- Report all electrical problems and suspected problems to your supervisor or maintenance.
- All junction boxes, control boxes, connections and other wiring must have covers securely installed to prevent accidental contact.
- Inspect all plugs, cords and portable equipment prior to using.
- Report any damage to electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.
- Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.
- Any personal electrical devices must be approved prior to use.

Fire Prevention Plan & Electrical Safety

- Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior areas.
- No candles or open flames are allowed within the facility

- Do not attempt to replace or repair any part in hydraulic system while pressure is present in the system
- Do not by-pass any safety device
- Avoid bodily contact with hot fluids and hot surfaces
- Operator is to be seated properly while truck is in motion



An Emergency Stop Button, or E-Stop, is to be used only in an Emergency Situation:

- An immediately hazardous situation that needs to be ended or averted quickly in order to prevent further damage or to prevent injury or damage.
- A function that is intended to avert harm or to reduce existing hazards to persons, machinery or work in progress.

Lifting:

- If you need help moving material, request assistance
- When you lift, use your legs muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.
- When you turn holding an object, move your feet and do not twist.

General Safety Guidelines:

- Stay calm and think through your actions
- Do not hesitate to call/alert others if you believe an emergency is occurring
- Know how to page if you need help (onsite at location)
- Know where emergency equipment is located
- Know who at your location or job site is trained to assist with First Aid/CPR
- Know the emergency numbers:
 - Fire/Police/Ambulance 911
 - Internal Emergency Number (if applicable)
 - Human Resources/Safety
 - Paging system if necessary

Emergency Evacuation Plan

Medical Emergency: (chest pains, loss of consciousness, fall from a height, etc.)

- Upon discovering a medical emergency, call 911
- Page for trained CPR/First Aid employees to your location
- Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.
- Send someone to the building entrance to wait for the fire department/Ambulance.
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- HR will make necessary notifications to the family members of the person suffering the medical emergency.

Severe Weather:

- Training will be done at each location to better inform you of exact protocols.
- Employees should shut down any equipment and will be instructed where to go for safety.
- Someone will need to take a radio/phone with them to monitor current weather alerts.

- Always be aware of the closest telephone
- Be sure that someone at home knows that you are at work and is expecting you to check in by a specific time
- As you leave the office, be sure to turn off all equipment and lights
- Weapons are not allowed on property

Outdoor Heat Hazards



Prevent Heat Illness at Work

Outdoor and indoor heat exposure can be dangerous.

Ways to Protect Yourself and Others

Ease into Work. Nearly 3 out of 4 fatalities from heat illness happen during the first week of work.



- ✓ **New and returning** workers need to build tolerance to heat (acclimatize) and take frequent breaks.
- ✓ **Follow the 20% Rule.** On the first day, work no more than 20% of the shift's duration at full intensity in the heat. Increase the duration of time at full intensity by no more than 20% a day until workers are used to working in the heat.



Drink Cool Water
Drink cool water even if you are not thirsty — at least 1 cup every 20 minutes.



Dress for the Heat
Wear a hat and light-colored, loose-fitting, and breathable clothing if possible.



Take Rest Breaks
Take enough time to recover from heat given the temperature, humidity, and conditions.



Watch Out for Each Other
Monitor yourself and others for signs of heat illness.



Find Shade or a Cool Area
Take breaks in a designated shady or cool location.



If Wearing a Face Covering
Change your face covering if it gets wet or soiled. Verbally check on others frequently.

First Aid for Heat Illness

The following are signs of a medical emergency!

- Abnormal thinking or behavior
- Slurred speech
- Seizures
- Loss of consciousness

- 1 >> **CALL 911 IMMEDIATELY**
- 2 >> **COOL THE WORKER RIGHT AWAY WITH WATER OR ICE**
- 3 >> **STAY WITH THE WORKER UNTIL HELP ARRIVES**



Watch for any other signs of heat illness and act quickly. When in doubt, call 911.

If a worker experiences:

- Headache or nausea
- Weakness or dizziness
- Heavy sweating or hot, dry skin
- Elevated body temperature
- Thirst
- Decreased urine output



Take these actions:

- > Give water to drink
- > Remove unnecessary clothing
- > Move to a cooler area
- > Cool with water, ice, or a fan
- > Do not leave alone
- > Seek medical care if needed

Respirable Crystalline Silica

Employees will take steps to limit their exposure to respirable crystalline silica in accordance with OSHA standards. A final rule from OSHA that sets the permissible exposure limit (PEL) for respirable silica to 50 micrograms per cubic meter of air (50 µg/m³) came into effect on June

- Footwear meeting the above standards are required before any employee can begin work in the field or facility designated areas.
- Employees must:
 - Check footwear before wearing each day to make sure there are no rips, holes or other defects.
 - Check soles to make sure they have adequate tread remaining.
 - Replace footwear that no longer provides good support and protection.
 - Footwear laces must always remain tied.
 - Decontaminate work shoes or boots that come in contact with hazardous substances.
 - Keep all components of footwear clean, particularly treads on soles.

PROHIBITED FOOTWEAR:

Any shoes not meeting the above list standards shall NOT be allowed to be worn while in the areas affected by this policy. These includes but is not limited to the following:

Any closed toed shoe (athletic or dress) without steel or composite-toe.

CROCs (or similar rubber shoes) – Both with and without perforations in the shoe.

Flip-flops or similar sandals with or without elevated heels.

Clogs or other shoes with an elevated sole and open heel.

Any shoe with an open heel and no strap to secure the foot.

Shoes with an excessive high heel of 2 inches or higher.

RESPONSIBILITIES:

Employee:

Wear the proper footwear as part of your daily uniform PPE

Inspect their work footwear daily for general wear and tear, structural integrity and presence of liquid or solid contaminants wedged in the treads

New employees shall not begin work in the areas affected until they have safety shoes meeting the

Supervisor:

Monitor employees to ensure they are wearing the appropriate footwear

Employees without proper footwear will be required to leave the site and return only when they have appropriate footwear.

Evaluate all work areas on a daily basis to prevent slip, trip and fall injuries

- See that all injuries are cared for properly and reported promptly
- Complete necessary safety inspections of all projects and equipment
- Complete necessary employee orientation and training according to location guidelines
- Display an enthusiastic and positive attitude towards this program and safety in general. The success of this program depends on you.

All Employees: You are responsible for your actions at all times. Your participation in this program is encouraged and valued. Your compliance with all the rules and policies is required. You will:

- Work according to good safety practices as listed, instructed, and discussed.
- Refrain from any unsafe act that might endanger yourself or your fellow workmen
- Use all safety devices always provided to you for your protection
- Report any unsafe situation or act to your supervisor immediately
- Always maintain a drug free work zone
- Refrain from thoughtless or deliberate acts that may cause injury to yourself or your fellow co-workers.
- Refrain from all workplace violence. Any employee that acts violent, physically or verbally, towards another employee will be subject to disciplinary action
- Report any issues, or potential issues, with other employee(s) to the Operations Manager or your Crew Leader immediately so that these issues can be handled in a safe and effective manner.
- Assume your share of responsibility for any accident that may occur. Do not blame others for your own actions.

ACCIDENT REPORTING PROCESS

An accident is an unplanned event that disrupts normal work activities and may or may not result in an injury or property damage.

All work-related accidents, injuries and near misses must be reported to HR/Safety.

Information that needs to be collected at time of vehicle incident:

- Document details of the incident (blank investigation reports should be kept in vehicle to complete)
 - Date and time of incident
 - Company vehicle(s) in incident
 - List employees at scene (jobs performed who was driving, passenger, etc.)
 - Job traveling and location traveling to
 - Description of what happened
 - Where the incident occurred
 - Traffic controls in place (such as signals, signs lights, police markers, etc.)
- Pictures of the scene. Company and other party vehicles
- Other person(s) insurance details
- Other person(s) license plate #, color/make model of vehicle(s)
- Other person(s) personal details (full name, insurance information, etc.)
- If police were called, get contact information for the reporting police officer
- Once you have all documentation complete, call/text your Supervisor and Safety Manager.

RETURN TO WORK POLICY

APR has developed a return-to work policy. Its purpose is to return workers to employment at the earliest date following any injury or illness. We desire to speed recovery from injury or illness and reduce overall costs. This policy applies to all work and will be followed appropriately.

APR defines "transitional" work as temporary modified work with assignments within the worker's physical abilities, knowledge, and skills. Where feasible, transitional positions will be made available to employees injured at work to minimize or eliminate time costs.

For any business reason, at any time, we may elect to change the working shift of any employee based on the business needs of the company.

The physical requirements of the employees' current position and a list of transitional/temporary work that has been created will need be provided to the employees and attending physician. Transitional/temporary positions are developed with consideration of the worker's physical abilities, the business needs and the availability of transitional work.

Communication is critical, it is the responsibility of the employee and/or supervisor to immediately notify HR/Safety of any changes concerning a transitional work assignment. HR/Safety will then communicate with the insurance carrier and attending physician as applicable.

It is the employee's responsibility to provide the company with a medical return to work documentation. If the attending physician releases the worker to return to work, as evidenced by completion of a Release to Return-to-Work form and Job Description Form, the form(s) must be returned to Personnel within 24 hours for assignment of light duty/modified work. The worker must report for work at the designated time.

If the worker is unable to report for any kind of work, the worker must call in at least weekly to report medical status. While off work, it is the responsibility of the worker to supply HR/Safety with a current telephone number (listed or unlisted) and an address where the worker can be reached. The worker will notify HR/Safety within 24 hours of all changes in medical condition. It is the employee's responsibility to provide the company with all medical documentation.

DRUG AND ALCHOL POLICY

Purpose

In compliance with the Drug-Free Workplace Act of 1988, Company has a long-standing commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Company employees and to the security of the company's equipment and facilities. For these reasons, Company is committed to the elimination of drug and alcohol use and misuse in the workplace.

Scope

This policy applies to all employees and all applicants for employment of Company, the Human Resource (HR) Department is responsible for policy administration.

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession or impairment by at least two members of management. Human Resources, the Safety Manager or Operations Manager should be consulted before sending an employee for testing. Management must use the reasonable suspicion observation checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs, to include marijuana, or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and Human Resources will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a Company vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Company forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

CDL Drivers will need to follow the FMCSA guidelines when a positive test occurs (specific requirements and guidelines are listed in the Fleet Policy)

Non-CDL Drivers will follow the guidelines below:

- If a test comes back positive for all other substances other than Marijuana, the employee will be automatically terminated.
- If a test comes back positive for marijuana, the employee will follow the guidelines below:
 - First offense (regardless of reason for testing other than pre-employment) an employee will receive 15 days suspension without pay. Employee must schedule and pay for a follow up drug screen and provide a negative test to company before the 15 days are completed. If a negative test is presented, then the employee will be allowed to come back to work.
 - Second offense and employee will receive 30 days suspension without pay. Employee must schedule and pay for a follow up drug screen and provide a negative test before the 30 days are completed. If a negative test is presented, then the employee will be allowed to come back to work.
 - Third offense, termination of employment.

If the employee either does not complete the rehabilitation program or guidelines listed above, the employee will be immediately discharged from employment.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

Company reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. Affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination of employment.

Smoking

In keeping with the intent to provide a safe and healthful work environment, smoking or vaping in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. All employees and visitors who smoke/vape are expected to be considerate of those who do not and to abide by the following rules:

- Refrain from smoking/vaping anywhere within the Company facility.
- Refrain from smoking/vaping in any Company vehicles.
- When traveling on Company business, refrain from smoking/vaping in hotel rooms unless the room has been designated as allowing smoking.
- Properly dispose of hot matches, ashes and cigarette butts in ashtrays, never on the floor, in wastebaskets, down drains or on the ground.

Any fines, restoration charges, cleaning expenses, etc. associated with the violation of this policy is the responsibility of the individual associated with the violation.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

9/26/2024

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 Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1458947 AMERICA'S PARKING REMARKING, LLC 1060 VONDERA AVENUE PO BOX 910 UNION MO 63084	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Cincinnati Insurance Company	
	INSURER B: The Cincinnati Casualty Company	
	INSURER C: Arch Specialty Insurance Company	
	INSURER D: Landmark American Insurance Company	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER: 20896070

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	EPP0632318	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	EPP0632318	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	N	N	UXP1053271-01 LHA104610	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC0632319	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

20896070

For Information Only

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

Bond No. SU 1200099-0000

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:*(Name, legal status and address)*

America's Parking Remarking, LLC
1060 Vondera Ave.
Union, MO 63084

SURETY:*(Name, legal status and principal place of business)*

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107
Mailing Address for Notices

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 Oak Park Avenue
Tinley Park, IL 60477

CONSTRUCTION CONTRACT

Date: March 31, 2025

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Description:

(Name and location)

2025 Pavement Marking Program

BOND

Date: April 3, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Modifications to this Bond:

☒ None☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

America's Parking Remarking, LLC

Signature

Name

and Title:

Bobby Penick
Branch Manager

SURETY

Company:

(Corporate Seal)

Arch Insurance Company

Signature:

Name

and Title:

William Reidinger
Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh & McLennan Agency, LLC
20 N Martingale Rd, Suite 100
Schaumburg, IL 60173
888-429-0999

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. SU 1200099-0000

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond**CONTRACTOR:**

(Name, legal status and address)

America's Parking Remarking, LLC
1060 Vondera Ave.
Union, MO 63084

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107
Mailing Address for Notices

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 Oak Park Avenue
Tinley Park, IL 60477

CONSTRUCTION CONTRACT

Date: March 31, 2025

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Description:

(Name and location)

2025 Pavement Marking Program

BOND

Date: April 3, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 175,448.84

One Hundred Seventy Five Thousand Four Hundred Forty Eight Dollars and 84/100

Modifications to this Bond:

☒ None☐ See Section 18**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

America's Parking Remarking, LLC

Signature:

Name
and Title:

Brandon Manning - Bobby Penick's

SURETY

Company:

(Corporate Seal)

Arch Insurance Company

Signature:

Name
and Title: William Reidingen
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh & McLennan Agency, LLC
20 N Martingale Rd, Suite 100
Schaumburg, IL 60173
888-429-0999

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

State of ... **Tennessee**County of ... **Davidson** ss.:Surety
Company
Acknowledgment:

On this ... 3rd day of ... April 2025., before me personally appeared ... William Reidinger, to be known, whom being by me duly sworn, did depose and say: that he/she resides at .. Schaumburg, IL, that he/she is the Attorney In Fact of ... Arch Insurance Company
....., the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

.....
Notary Public in and for the above County and State.

My commission expires 03/09/2027



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY**Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

William Reidinger

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1200099-0000

Principal: America's Parking Remarketing, LLC

Obligee: Village of Tinley Park

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of February, 2024

Attested and Certified

[Redacted Signature]



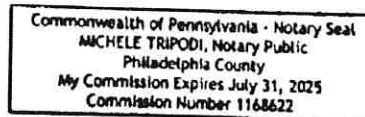
[Redacted Signature]

Regan A. Shulman, Secretary

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation, and that they use and purposes therein set forth.



[Redacted Signature]

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated February 1, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of April, 2025

[Redacted Signature]

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department

Surety Claims

P.O. Box 542033

Omaha, NE 68154

suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.





Interoffice Memo

Date: April 21, 2025

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Service Contract Renewal: Naturalized Stormwater Areas Maintenance (Year 2 of 3)

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

Scope of Work: This service contract is for a qualified contractor to provide vegetation management and ecological restoration services at various stormwater management locations throughout Tinley Park.

Description: Public Works is recommending that we award a contract to Stantec Consulting Services, Inc., for Naturalized Stormwater Areas Maintenance. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the second year of a possible 3 (three) year contract.

Budget / Finance: Funding in the amount of \$302,632.59 is requested in the FY25 Budget; Road and Bridge.

Budget Available	\$315,000.00
Contract Amount	<u>\$302,632.59</u>
Difference (Under Budget)	\$ 12,367.41

Staff Direction Request:

1. Approve the service contract for FY26 Naturalized Stormwater Areas Maintenance contract to Stantec Consulting Services, Inc., in the amount of \$302,632.59.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-056

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND STANTEC CONSULTING SERVICES, INC. FOR NATURALIZED
STORMWATER AREAS MAINTENANCE**

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

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

RESOLUTION NO. 2025-R-056**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND STANTEC CONSULTING SERVICES, INC. FOR NATURALIZED STORMWATER
AREAS MAINTENANCE**

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

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

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

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

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

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

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

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

ADOPTED this 6th day of May, 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 May, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR NATURALIZED STORMWATER AREAS MAINTENANCE

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-056, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STANTEC CONSULTING SERVICES, INC. FOR NATURALIZED STORMWATER AREA MAINTENANCE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK

Village of Tinley Park

SERVICE CONTRACT

NATURALIZED STORMWATER AREAS MAINTENANCE

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

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Three Hundred and Two Thousand Six Hundred and Thirty Two Dollars and Fifty-Nine Cents (\$302,632.59)**. 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 Anngie Richter, as Regional Growth Lead and on behalf
(Name) (Title)
of Stantec Consulting Services Inc. 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:

New York - August 27, 1929

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

Describe supporting documentation attached: State of Illinois Certificate of Authorization To Do Business

Federal Employer I.D. #: 11-2167170

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 of 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 ☐

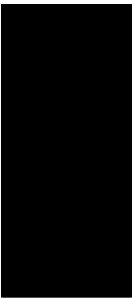
Professional or Trade Licenses:

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

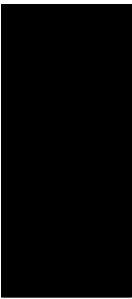
License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

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

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

_____ Form C: Additional Information (if required)

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

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

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

_____ Written Safety Policy Statement signed by company representative

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

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract:

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

Starter
Name of Contractor (please print)


Submitted by (signature)

Regional Growth Lead
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.

Stanter
Name of Contractor (please print)

Submitted by (signature)

Regional Growth Lead
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.

Stantec
Name of Contractor (please print)

Submitted by (signature)

Regional Growth Lead
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.

Stantec
Name of Contractor (please print)

Submitted by (signature)

Regional Growth Lead
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)

Stantec
Name of Contractor (please print)


Submitted by (signature)

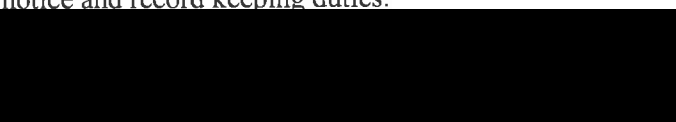
Regional Growth Lead
Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

Stantec
Name of Contractor (please print)


Submitted by (signature)

Regional Growth Lead
Title

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

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

Stantec
Name of Contractor (please print)


Submitted by (signature)

Regional Growth Lead
Title

[Signature Page to Follow]

CONTRACTOR

BY:

Name

Angelia Richter

Printed Name

Regional Growth Lead

Title

4/28/25

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 **Insert Scope of Services Here**

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
NWC Outdoor Services Inc	24216 Laverne St. Plainfield, IL 60585	Wildlife Trapping
Integrated Lakes Management	110 Le Baron St. Waukegan, IL 60085	Aquatic Management
Thornton Equipment Services	530 Thornhouse Cres, New Lenox, IL 60451	Grading

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		Y	Will
	E		Y	Will
	E		Y	Will
	E		Y	Lake, IN
	E		Y	Cook
	E		Y	Cook
	E		Y	Will
	E		Y	Cook
	E		Y	Will
	E		Y	Cook
	I		N	Will
	I		N	Will
	I		N	Lake, IL

FORM C:

Additional Information Required:

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

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

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

Item II:

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

Date	Law	Determination	Penalty



Interoffice Memo

Date: April 24, 2025

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Post 17 (9322 LaPorte Rd.) Improvements - Construction

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

Description: This project includes the replacement of the control building, control panel, pumps, and emergency back-up generator.

Background: Post 17 sanitary sewer lift station has experienced multiple failures with pumps, electrical components, and back-up generator. The controls and generator are below grade with a fiberglass cover that is also beginning to deteriorate. The improvements will include replacing the electrical panel, control panel, generator, pumps, and the housing which will match previously upgraded lift stations in efforts to keep all stations uniform throughout the Village. The improvements will also bring all controls and components to ground level and eliminate the potential for falls when climbing in and out of the station. A bid opening was held on April 22, 2025 with Clerks' Office, Consulting Engineer, and Water & Sewer Foreman present. The following bids were received:

<u>Contractor:</u>	<u>Location:</u>	<u>Bid:</u>
Steve Spiess Const.	Frankfort, IL	\$1,033,863.75
Airy's Inc.	Joliet, IL	\$1,089,313.00

Budget/ Finance: Funding in the amount of \$1,033,863.75 is available for use in the approved FY2026 Capital Improvement Budget.

Staff Direction Request: Approve a contract with Steve Spiess Construction in the amount of \$1,033,863.75.

Attachments:

1. Letter of Recommendation
2. Bid Tab including Engineer's Estimate

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-060

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND STEVE SPIESS CONSTRUCTION FOR POST 17 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**

RESOLUTION NO. 2025-R-070**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION FOR POST 17 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 Steve Spiess Construction, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 6th day of May, 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 May, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A CONTRACT WITH STEVE SPIESS CONSTRUCTION FOR POST 17 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-060, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION FOR POST 17 IMPROVEMENTS - CONSTRUCTION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK

Village of Tinley Park**SERVICE CONTRACT****POST 17 IMPROVEMENTS**

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

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Million Thirty Three Thousand Eight Hundred Sixty Three Dollars and 75 Cents (\$1,033,863.75)**. 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 Shawn Spiess, as Vice President and on behalf
(Name) (Title)
of Steve Spiess Construction, Inc. 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, 10/14/1983

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

Describe supporting documentation attached: State of Illinois Letter of Good Standing

Federal Employer I.D. #: 36-3262027

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

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): Sales & Use Tax Return

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

Describe supporting documentation attached (if “No,” explain): Employer Contribution and Wage Report

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

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

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

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

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

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

Form C: Additional Information (if required)

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

Illinois Department of Revenue registration

Illinois Department of Employment Security registration

Standards of Apprenticeship/Apprentice Agreements

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

Written Safety Policy Statement signed by company representative

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

Workers' Compensation Coverage

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 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.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice 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.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

[Redacted Signature]

Submitted by (signature) Shawn Spiess

Vice 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.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

[Redacted Signature]

Submitted by (signature) Shawn Spiess

Vice 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) prohibition against retaliation.

Steve Spiess Construction, Inc.

Name of Contractor (please print)

[Redacted Signature]

Submitted by (signature) Shawn Spiess

Vice President

Title

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

The undersigned hereby certifies that:

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

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

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice President

Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature)

Vice President

Title

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

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

Steve Spiess Construction, Inc.

Name of Contractor (please print)

Submitted by (signature) Shawn Spiess

Vice President

Title

[Signature Page to Follow]

Service Contract

Page 7

CONTRACTOR

BY:

[Redacted Signature]

Name

4-22-23
Date

Shawn Spiess

Printed Name

Vice President

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 but not limited to:

A. Furnish and install new control building including:

- Main Circuit Breaker
- Automatic Transfer Switch (ATS)
- Diesel Engine Standby Generator
- Pump Control Panel
- Electrical Distribution Panels

B. Furnish and install submersible type wastewater pumps in existing wet well with new top slab and hatches.

C. Furnish and install ductile iron (DI) discharge piping, fittings, check valves and plug valves in existing valve vault with new top slab and hatches.

D. Furnish and install flow meter in existing flow meter vault with new top slab and hatches.

E. Electric service installation.

F. Bypass pumping.

G. Site restoration.

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
SEE ATTACHED		

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
SEE ATTACHED				

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

Steve Spiess Construction, Inc.
VILLAGE OF TINLEY...
Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Pinnacle Point Heritage Harbor Ottawa, IL	Heritage Harbor Ottawa Resort Development LLC	Meritcorp Group LLC 3697 Darlene Ct. Aurora, IL 60504 630-554-6655	05/01/2019	\$297,704.08	Dewey Wednt Heritage Harbor LLC 111 Harbor View Drive Ottawa, IL 61350 815-433-5000
Lago Vista Unit 5 Lockport, IL	Hartz Construction	Advantage Counsulting Engineers 80 Main St., Suite 17 Lemont, IL 60439	03/15/2020	\$852,638.51	Hartz Construction Co., Inc. 9026 Heritage Parkway Woodridge, IL 60517 630-228-3800
Chicago Heights Transfer Station Chicago Heights, IL	Republic Services, Inc.	DVG Team Inc. 1155 Troutwine Rd. Crown Point, IN 46307	04/15/2020	\$704,093.32	Cambridge Companies Inc. 500 E. Ridge Road, Suite 202 Griffith, IN 46319 219-972-1155
Cobblestone, Phase 1 Bourbonnais, IL	Curwick Construction	M. Gingerich, Gereaux & Assoc. 240 N. Industrial Drive Bradley, IL 60915	10/24/2019	\$230,864.64	MG2A 240 N. Industrial Drive Bradley, IL 60915 815-939-4921
Heritage Crossings Corporate Center - Building 5 Lockport, IL	MLRP Lockport 5, LLC	Jacobs & Hefner & Associates 1333 Butterfield Road, Ste 300 Downers Grove, IL 60515	01/08/2020	\$598,623.68	Matt Blocker G. A. Blocker Grading Contractor, Inc. 18 Stone Hill Road Oswego, IL 60543 630-554-1666
Manheim Auto Auction Matteson, IL	Manheim Remarketing Inc. d/b/a Manheim Chicago	Kimley - Horn & Associates, Inc 1001 Warrenville Road Suite 350 Lisle, IL 60532 630.487.5550	08/26/2020	\$565,340.04	Jon Gallagher Gallgher Asphalt Corporation 18100 S. Indiana Avenue Thorton, IL 60476 708.877.7160
Golf Vista Estates, Phase VII - 615	Golf Vista	Tech 3 Consulting Group, Inc	12/31/2020	\$1,161,496.06	Mike Warning

Steve Spiess Construction, Inc.
VILLAGE OF TINLEY...
Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Monee, IL	Estates, LLC	737 West Exchange Street Crete, IL 60417 708-672-4994			V3 Companies 7325 Janes Avenue Woodridge, IL 60517 630-724-9200
Richards Street Lift Station and Sewer Improvement - 605 Joliet, IL	City of Joliet	Clark Dietz 125 W Church St. Champaign, IL 61820	10/30/2020	\$3,514,359.26	Allison Swisher City of Joliet 150 W. Jefferson Street Joliet, IL 60432
99th Street Lift Station - 632 Hickory Hills, IL	City of Hickory Hills	Robinson Engineering, Ltd. 10045 W. Lincoln Hwy Frankfort, IL 60423 815-806-0300	04/24/2021	\$230,165.00	Greg Kamplain Robinson Engineering, Ltd. 10045 W. Lincoln Hwy Frankfort, IL 60423 815-806-0300
Pin Oak Lane Watermain - 611 University Park, IL	Aqua of Illinois, Inc.		09/26/2020	\$540,457.24	Steven Palinski Aqua Illinois 1000 S. Schuyler Avenue Kankakee, IL 60901 815-614-2047
Golf Vista Estates PH VII - 615 Monee, IL	V3 Companies	Tech 3 Consulting 737 W Exchange St Crete, IL 60417 708-672-4994	03/13/2021	\$1,161,496.06	Mike Warning V3 Companies 7325 Janes Ave Woodridge, IL 60517 630-724-9200
Brandon Road Realignment - 621 Joliet, IL	Gallagher	Cemcon, Ltd. 2280 White Oak Circle, Ste 100 Aurora, IL 60504 630-862-2100	10/17/2020	\$1,643,442.00	Jon Gallagher Gallagher Asphalt Construction 18100 S. Indiana Ave Thorton, IL 60476 708-877-7160
Burville Rd & State St - 622 Sanitary Sewer and Watermain	Village of Crete	Tech 3 Consulting 737 W Exchange St Crete, IL 60417 708-672-4994	04/03/2021	\$1,284,777.06	Bill Stefek Tech 3 Consulting Group, Inc. 737 West Exchange St Crete, IL 60417

Steve Spiess Construction, Inc.
VILLAGE OF TINLEY...
Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Eames St. & Center Street - 624 Channahon, IL Ozinga Water Service	Ozinga Ready Mix Concrete, Inc.	Cage Civil Engineering 3110 Woodcreek Drive Downers Grove, IL 60515	10/31/2020	\$161,332.00	Dave Dobson Ozinga 19001 Old Lagrange Road, Ste 300 Mokena, IL 60448 708-326-3745
Jacobs Field Unit 3 - 625 Sanitary, Storm and Watermain New Lenox, IL	Jacobs Field Unit II LLC	Ruettiger, Tonelli, & Associates, Inc. 129 Capista Drive Shorewood, IL 60404	04/14/2021	\$868,469.40	Mike Flaherty Flaherty Construction 9485 Bormet Drive Mokena, IL 60448 708-479-4475
Project Tarpon - 628 Bradley St, Amoco Rd, Exchange Blvd, Channahon, IL	Gallagher Asphalt	Jacob & Hefner Associates 1333 Butterfield Road, Ste 300 Downers Grove, IL 60515	08/14/2021	\$637,879.15	Chris Gallagher Gallagher Asphalt 18100 S Indiana Avenue Thornton, IL 60476 800-536-7160
Watermain Improvements - 629 Greenwood & Hudson Romeoville, IL	Village of Romeoville	Greg Kamplain Robinson Engineering 10045 W Lincoln Hwy Frankfort, IL 60423 815-806-0300	05/22/2021	\$878,529.18	Greg Kamplain Robinson Engineering 10045 W Lincoln Hwy Frankfort, IL 60423 815-806-0300
Peotone Watermain Interconnect - 631 Peotone, IL	Aqua of Illinois	Robinson Engineering, Ltd. Bourbonnais, IL Office	04/10/2021	\$562,609.41	Steven Palinski Aqua Illinois 1000 S. Schuyler Avenue Kankakee, IL 60901 815-614-2047
Navy Town - 640 Sanitary Sewer Ottawa, IL	Heritage Harbor Ottawa Resort Development, LLC	Merit Corp 3697 Darlene Ct Aurora, IL 60504	07/31/2021	\$609,890.60	Dewey Wendt Heritage Harbor Ottawa Resort Develop. LLC 1851 Old Chicago Road Ottawa, IL 61350 815-431-1338
192nd Pl., 193rd St. Watermain - 644 Lansing, IL	Village of Lansing	Jeff Pintar Robinson Engineering 17000 South Park Ave South Holland, IL 60473	01/27/2022	\$250,665.20	William Gallagher Gallagher Asphalt 1800 S. Indiana Avenue Thornton, IL 60476-1299 708-799-9758

Steve Spiess Construction, Inc.
 VILLAGE OF TINLEY...
 Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Public Works Southeast Corner Drainage & Utilites - 646 Romeoville, IL	Village of Romeoville	Joel Drabicky Robinson Engineering 10045 W Lincoln Hwy Frankfort, IL 60423 815-806-0300	09/28/2021	\$120,433.00	Chris Drey Village of Romeoville 1050 West Remo Road Romeoville, IL 60446 815-886-7203
Jacob's Field Unit IV - 639 Gougar Rd & Berens Dr, New Lenox; SAS, WM, STS, Services	Jacob's Field Unit II, LLC	Ruettiger, Tonelli & Associates, Inc 2174 Oneida Street Joliet, IL 60435 815-744-6600	04/01/2021	\$476,768.70	Mike Flaherty Flaherty Builders & Developers 9458 Bormet Drive Mokena, IL 60448 708-479-4497
Vetter Road - 642 Roadway Reconstruction & Realignment - Drainage	CenterPoint Joliet Terminal Railroad LLC	Cemcom 2280 White Oak Circle, Suite 100 Aurora, IL 60504	12/30/2021	\$1,102,975.12	K-Five Construction 999 Oakmont Plaza Drive, Ste 200 Westmont, IL 60559 630-257-5600
Leigh Creek Phase 2 - 643	Hartz Construction Company	Advantage Consulting Engineers 80 Main St., Suite 17 Lemont, IL 60439 630-520-2467	04/19/2022	\$707,048.10	Hartz Construction Company 6026 Heritage Parkway Woodridge, IL 60517-4993
Central Properties - 645	Bike Road L.L.C.	Advantage Consulting Engineers 80 Main St., Suite 17 Lemont, IL 60439 630-520-2467	12/14/2022	\$595,534.15	Bike Road 15061 Acorn Lane Homer Glen, IL 60491
Mohawk Terrace, Bensenville - 647 Underground Utilities	ML Reality	Kimbley Horn 4201 Winfield Rd, Ste 600 Warrenville, IL 60555 630-487-5550	02/28/2023	\$4,444,003.58	Curran Contracting 18 Stone Hill Road Oswego, IL 60543
Haweswood Culvert at Haweswood & Steger Road #648	Village of Crete		01/06/2022	\$41,058.28	
Fairview WM Improvements, #649 6" - 16" watermain and appurtenances	City of Joliet	Baxter & Woodman 8840 W. 192nd St. Mokena, IL 60448	01/06/2022	\$2,045,070.51	City of Joliet Bill Baltz 815-724-4220

Steve Spiess Construction, Inc.
 VILLAGE OF TINLEY
 Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
30" Water Delivery Improvements	Village of Homewood	Burns and McDonell	03/20/2023	\$5,524,826.36	
Laraway Road Watermain Improvements, #655	City of Joliet	Baxter & Woodman 8840 W. 192nd St. Mokena, IL 60448	06/16/2023	\$1,606,259.83	City of Joliet Bill Baltz 815-724-4220
Wellbuilt Sanitary, #657	Village of Crete		04/14/2022	\$32,060.00	
Channahon Trailer Lot, #665 Underground Utilities	MLPD Crossroads TL, LLC		09/08/2023	\$784,058.28	Abby Paving Co., Inc. 1949 County Line Road Aurora, IL 60502
Marble Landing #659 Subdivision	Hartz Construction		09/08/2023	\$667,382.21	Hartz Construction Company 6026 Heritage Parkway Woodridge, IL 60517-4993
Sandburg High School #674 Install yard hydrant	Consolidated High School District 230 1330 S. LaGrange Rd, Orland Park, IL		08/07/2023	\$15,059.00	V3 Companies Attn: Mike Warning 7325 Janes Avenue Woodridge, IL 60517
Sunset Estates #673 Site Improvements	RE Development Solutions	Joseph A. Schudt & Associates 9455 Enterprise Drive Mokena, IL 60448	10/11/2023	\$259,905.80	Meadowbrook Builders LLC 1033 Redwood Lane Minooka, IL 60447
Ford Plant excavating #682 Ford Heights, IL	Sonoma Underground Services 103 Ford Drive New Lenox, IL 60451		12/27/2023	\$46,306.50	Sonoma Underground Services 103 Ford Drive New Lenox, IL 60451
Install 48" Culvert #681 Lemont, IL	Land & Lakes Co 1499 E. Touhy Ave, Ste 22 Des Plaines, IL 60018	Owner	11/29/2023	\$54,651.00	Mike Swiatowiec 847-685-2106
Post 2 Meter and Vault #677 Ridgeland and 183rd	Village of Tinley Park 16250 Oak Park Ave Tinley Park, IL 60477		12/04/2023	\$74,317.60	

Steve Spiess Construction, Inc.
 VILLAGE OF TINLEY...
 Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
Mary Ellen Woods, Lemont, IL #683	Mary Ellen Woods, LLC	DJA 1568 Holiday Drive Sandwich, IL 60548	12/12/2023	\$41,530.20	JS Alberico Construction 2501 New Lenox Road Joliet, IL 60433
Andover at Carillon #680	Andover at Carillon Homeowners Assoc.		11/08/2023	\$7,832.00	Foster Premier
Repair Lift Station #686 Minooka, IL	Village of Minooka		02/02/2024	\$21,241.94	
Schussler Park #675 Underground Utility Renovation Work	Village of Orland Park		02/07/2024	\$338,181.57	V3 Construction Group 7325 Janes Ave, Ste 100 Woodridge, IL 60517 630-724-9300
Various 2023 Projects #668			02/16/2024	\$64,924.86	
Old Town Phase 2 Utilities #678 Plainfield, IL	Village of Plainfield 24401 W. Lockport St Plainfield, IL 60544-2313	Baxter & Woodman 8840 W. 192nd St. Mokena, IL 60448	02/28/2024	\$174,775.50	PT Ferro Construction Joe Cucio 815-726-6284
2023 Culvert Replacement #679	Frankfort Township	Bohnak Engineering Box 143 Tinley Park, IL	04/22/2024	\$292,073.88	PT Ferro Construction Joe Cucio 815-726-6284
Greenway Blvd #661 Water Meter/ Vault	Village of Tinley Park 16250 Oak Park Ave Tinley Park, IL 60477	Robinson Engineering 10045 W. Lincoln Highway Frankfort, IL 60423	04/19/2024	\$1,085,227.00	Joe Fitzpatrick Village of Tinley Park 708-444-5535
LaGrange Rd Sewer #650 Watermain	Village of Tinley Park 16250 Oak Park Ave Tinley Park, IL 60477	Baxter & Woodman 8840 W. 192nd St. Mokena, IL 60448	04/18/2024	\$2,035,003.16	Joe Fitzpatrick Village of Tinley Park 708-444-5535
Interstate 80 North Utility Ext #664 Near Hold Road	Village of Minooka	Robinson Engineering 10045 W. Lincoln Highway Frankfort, IL 60423	06/13/2024	\$6,058,171.33	
Burville Rd Culvert #691 Emergency Repairs	Village of Crete 524 W. Exchange St Crete, IL 60417		05/17/2024	\$35,274.12	
Install 6" Water Service #693	Village of Frankfort		06/05/2024	\$58,798.90	OnPoint Construction Management, Inc.

Steve Spiess Construction, Inc.
VILLAGE OF TINLEY...
Completed Projects

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference Include Address and Phone
135th St. Water Main Improvements #688	Village of Romeoville 105 West Romeo Road Romeoville, IL 60446	Robinson Engineering 10045 W. Lincoln Highway Frankfort, IL 60423	06/14/2024	\$790,265.00	Village of Romeoville Chris Drey 815-886-1870
Install 48" CMP #695 Willow Ranch in Lemont, IL	Land & Lakes Co 1499 E. Touhy Ave, Ste 22 Des Plaines, IL 60018	Owner	07/08/2024	\$44,273.75	Mike Swiatowiec 847-685-2106
Sanitary Sewer Replacement #689 Boulder Hill	Fox Metro Water Reclamation District 682 State Rt 31 Oswego, IL 60543		11/11/2024	\$1,852,185.30	
Iron Gate Subdivision #663 Valparaiso, IN	Lennar Homes 1700 Golf Rd, Ste1100 Schaumburg, IL 60173	Mackie Consultants 9575 W. Higgins Rd, Ste 500 Rosemont, IL 60018	07/23/2024	\$5,144,123.77	Tom McSharry 224-293-3168
Misty Creek Townhomes #685 SAS, STS, WM and service Laraway Road and 116th Ave Frankfort, IL	Laraway 157C, LLC 9458 Bormet Dr Mokena, IL 60448	TWiG 129 Capista Drive Shorewood, IL 60404	01/06/2025	754,756.21	Flaherty Builders 9458 Bormet Dr Mokena, IL 60448 Mike Flaherty 708-479-4475

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

Steve Spiess Construction, Inc.
List of Subcontractors
PROJECT: Post 17 Lift Station Improvements, Village of Tinley Park

COMPANY NAME	PHONE NUMBER	EMAIL	WORK
ADVANCED VIDEO SOLUTIONS, INC	847-534-0100	avsvideo@comcast.net	PRECONSTRUCTION VIDEO
Schubert & Son Concrete	630-527-1351	schubert@comcast.net	concrete construction
OAK LAWN BLACKTOP	708-479-1083	oaklawnblacktop@gmail.com	ASPHALT PAVING
Carlin Moran Landscaping	708-429-7288	billmoran57@gmail.com	landscaping
Dahme Mechanical	847-253-0341	kkomorn@dmi-inc.net	mechanical & electrical
DLZ Industrial Survey	815-725-8840	ecox@dlz.com	construction layout

FORM B:

Individuals who will perform Work on the project.

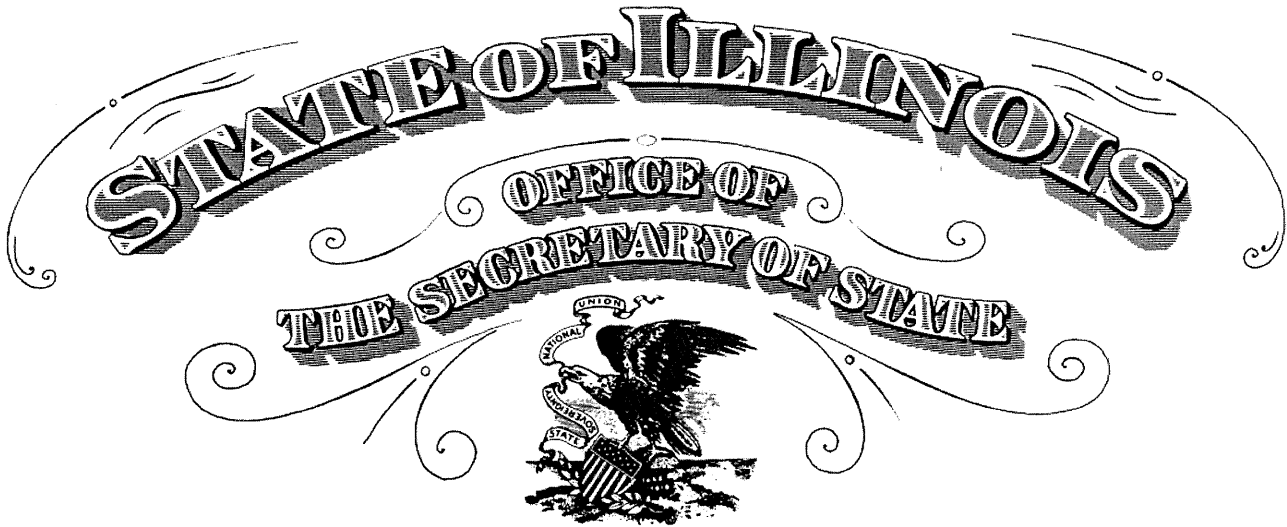
List all individuals who will perform Work on this project with the following information:

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	Laborer	Y	Kankakee
	E	Operator	Y	Will
	E	Laborer	Y	Kankakee
	E	Laborer	Y	Will
	E	Operator	Y	Will
	E	Operator	Y	Lake (Indiana)
	E	Laborer	Y	Kankakee
	E	Laborer	Y	Will
	E	Laborer	Y	Kankakee
	E	Laborer	Y	Will
	E	Laborer	Y	Lake (Indiana)
	E	Laborer	Y	Will
	E	Laborer	Y	Kankakee
	E	Operator	Y	Will
	E	Laborer	Y	Will
	E	Operator	Y	Will
	E	Operator	Y	Will

File Number

5324-249-9



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

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



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of NOVEMBER A.D. 2024 .

Authentication #: 2431102444 verifiable until 11/06/2025

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

SECRETARY OF STATE



Illinois Department of Revenue
ST-1 Sales and Use Tax and
E911 Surcharge Return

Legal Name: STEVE SPIESS CONST
DBA Name:
Account ID: 4122-6623
Filing Period: 03/01/2025 - 3/31/2025
Due Date: 04/21/2025

Step 1: Alcoholic Liquor Purchases

If you are not required to report your purchases, go to Step 2.

Note: Distributors will also report your total purchases to us.

A Total dollar amount of alcoholic liquor purchased
 (invoiced and delivered) 0.00

Step 2: Taxable Receipts

1 Total receipts (include tax.) 0.00
2 Deductions - **Include tax collected**
 (From Schedule A, Line 32.) 0.00
3 Taxable receipts
 (Subtract Line 2 from Line 1.) 0.00

Step 3: Tax on Receipts

Sales subject to Illinois sales tax

General merchandise

4a 0.00 x 0 = **4b** 0.00

Food, drugs, and medical appliances

5a 0.00 x 0 = **5b** 0.00

Sales subject to Illinois Use Tax collection

General merchandise

6a 0.00 x .0625 = **6b** 0.00

Food, drugs, and medical appliances

7a 0.00 x .01 = **7b** 0.00

Sales at prior rates

Receipts taxed at other rates

8a 0.00 x (rate) = **8b** 0.00

9 Tax due on receipts
 (Add Lines 4b, 5b, 6b, 7b, and 8b.) 0.00

Step 4: Retailers' Discount and Net Tax on Receipts

10 Retailers' discount. If qualified,
 multiply Line 9 by the applicable rate. 0.00
11 Net tax due on receipts
 (Subtract Line 10 from Line 9.) 0.00

Step 5: Tax on Purchases

General merchandise

12a 0.00 x .0625 = **12b** 0.00

Food, drugs, and medical appliances

13a 0.00 x .01 = **13b** 0.00

Purchases at other rates

14a 0.00 **14b** 0.00

15 Tax due on purchases
 (Add Lines 12b, 13b, and 14b.) 0.00

Step 6: Net Tax Due

16 Tax due from receipts and purchases
 (Add Lines 11 and 15.) 0.00

16a Manufacturer's Purchase Credit 0.00

17 Prepaid sales tax 0.00

18 Quarter-monthly (accelerated)
 payments 0.00

19 Total prepayments
 (Add Lines 16a, 17, and 18.) 0.00

20 Net tax due
 (Subtract Line 19 from Line 16.) 0.00

Step 7: Payment Due

21 E911 Surcharge and ITAC Assessment
 (From Schedule B, Line 10.) 0.00

22 Excess tax, surcharge, and
 assessment collected 0.00

23 Total tax, surcharge, and
 assessment due (Add Lines
 20, 21, and 22.) 0.00

24 Credit amount 0.00

25 Payment due
 (Subtract Line 24 from Line 23.) 0.00

Schedule A—Deductions**Section 1: Taxes and miscellaneous deductions - If no Section 1 deductions, go to Section 2.**

1	Taxes collected on general merchandise sales and service	1	0.00
2	Taxes collected on food, drugs, and medical appliances sales and service	2	0.00
3	E911 Surcharge and ITAC Assessment collected	3	0.00
4	Resale	4	0.00
5	Interstate commerce	5	0.00
6	Manufacturing machinery and equipment (MM&E) - Do <u>not</u> include deduction for graphic arts.	6	0.00
7	Farm machinery and equipment	7	0.00
8	Graphic arts machinery and equipment - Do <u>not</u> combine with deduction for MM&E on Line 6.	8	0.00
9	Supplemental Nutrition Assistance Program (SNAP - formerly called food stamps)	9	0.00
10	Enterprise zone		
a	Sales of building materials	10a	0.00
b	Sales of items other than building materials	10b	0.00
11	High impact business		
a	Sales of building materials	11a	0.00
b	Sales of items other than building materials	11b	0.00
12	River edge redevelopment zone building materials	12	0.00
13	Exempt organizations	13	0.00
14	Uncollectible debt on which tax was previously paid	14	0.00
15	Sales of service - Identify here: _____	15	0.00
16	Other - Identify. _____	16	0.00
17	Total Section 1 deductions. Add Lines 1 through 16.	17	0.00

Section 2: Motor fuel deductions - If no Section 2 deductions, go to Section 3.

State motor fuel tax		Number of gallons/DGEs/GGEs		Rate			
18	Gasoline	18a	0.00	x	47¢	=	18b 0.00
19	Gasohol, mid-range ethanol blends, and majority blended ethanol	19a	0.00	x	47¢	=	19b 0.00
20	Diesel (including biodiesel and biodiesel blends)	20a	0.00	x	54.5¢	=	20b 0.00
21	Dieselhol and other fuels at diesel rate	21a	0.00	x	54.5¢	=	21b 0.00
22	Liquefied natural gas and liquefied petroleum gas	22a	0.00	x	54.5¢	=	22b 0.00
23	Compressed natural gas and other fuels at gasoline rate	23a	0.00	x	47¢	=	23b 0.00
Specific fuels sales tax exemption		Receipts		Percentage			
24	Biodiesel blend (no less than 1% but no more than 10% biodiesel)	24a	0.00	x	20% (.20)	=	24b 0.00
25	Diesel fuel >10% bio/renewable diesel	25a	0.00	x	100% (1.00)	=	25b 0.00
26	100 percent biodiesel or renewable diesel	26a	0.00	x	100% (1.00)	=	26b 0.00
27	Gasohol (E15, not E10)	27a	0.00	x	10% (.20)	=	27b 0.00
28	Mid-range ethanol blends	28a	0.00	x	20% (.20)	=	28b 0.00
29	Majority blended ethanol fuel	29a	0.00	x	100% (1.00)	=	29b 0.00
30	Other motor fuel deductions						30 0.00
31	Total Section 2 deductions. Add Lines 18b through 30.						31 0.00

Section 3: Total deductions

32 Add Lines 17 and 31. Enter this amount on Step 2, Line 2 on the front page of this return. → 32 0.00

Schedule B—E911 Surcharge and ITAC Assessment**Receipts from retail transactions of prepaid wireless telecommunications service**

1	Enter receipts subject to E911 Surcharge and ITAC Assessment.	1	0.00
Figure your breakdown of retail transactions for Chicago locations			
2	For Chicago locations	2a	0.00
3	For Chicago locations at prior rates	3a	0.00
4	Total for Chicago locations. Add Lines 2b and 3b.	4	0.00
Figure your breakdown of retail transactions for non-Chicago locations			
5	For non-Chicago locations	5a	0.00
6	For non-Chicago locations at prior rates	6a	0.00
7	Total for non-Chicago locations. Add Lines 5b and 6b.	7	0.00
Figure your net E911 Surcharge and ITAC Assessment			
8	Total E911 Surcharge and ITAC Assessment. Add Lines 4 and 7.	8	0.00
9	Discount - If you qualify, see instructions.	9	0.00
10	Subtract Line 9 from Line 8. Enter this amount on Step 7, Line 21 on the front page of this return. →	10	0.00

EMPLOYER'S CONTRIBUTION AND WAGE REPORT VILLAGE OF TINLEY...

This report & payment can be mailed to: IDES, PO Box 19300, Springfield, IL 62794-9300

STATE OF ILLINOIS Department of Employment Security
FORM UI-3/40 Rev. 2/2024

Employers that have less than 25 employees have the option of using this form. If the employer has 25 or more employees, the employer must file electronically.
Page No. 1 of 2 Pages
Do NOT include wage corrections for a prior quarter in this report.

Name STEVE SPIESS CONSTRUCTION, INC.
Address 10284 VANS DRIVE
City, State Zip FRANKFORT IL 60423

1050329 - 2 2025/1 03-31-2025 PENALTY (\$50.00 MIN.) INTEREST DUE
ILLINOIS ACCOUNT NUMBER YR / QTR PERIOD ENDING DUE AFTER ABOVE DATE AFTER ABOVE DATE

Your Federal Employer Identification Number (If not shown or if incorrect enter correct number) 363262027

CHANGE IN STATUS If a change has occurred in the status of your business, complete form UI-50A.
☐ Check this box to indicate that you no longer have workers in Illinois and want your account terminated. Also, complete the UI-50A.

1. ENTER THE TOTAL NUMBER OF COVERED WORKERS (full and part time) who performed services during or received pay for the payroll period including the 12th of each month of the quarter, if none, enter "0".
1ST MONTH 7 2ND MONTH 21 3RD MONTH 22

2. TOTAL WAGES PAID for covered employment (If no wages were paid, see instructions.) 339069 61

3. LESS: Wages in excess of \$13,916 per covered worker per calendar year. 105002 70

4. TAXABLE WAGES (line 2 minus line 3) 234066 91

If the quarter's TOTAL WAGES (Line 2) are less than \$50,000, calculate at the lesser of your rate as shown on your "Annual Contribution Rate Determination" or 5.4%.

5A. Use this space if TOTAL WAGES (line 2) are \$50,000 or more this quarter
5B. CONTRIBUTION DUE - Multiply line 4 by your rate. 7.850% 18374 25

6A. Add: Interest at 2% (.02) per month for late payment 0 00

6B. Add: Penalty for late filing (\$50.00 minimum) 0 00

6C. Add: Previous Underpayment PLUS interest 0 00

6D. Deduct: Previous Overpayment 0 00

7. TOTAL PAYMENT DUE MAKE CHECK PAYABLE TO: "ILLINOIS DIRECTOR OF EMPLOYMENT SECURITY" (If Less than \$2.00 - Send Report Only) 18374 25

I hereby certify that the information contained in this report and in all accompanying schedules is true and correct to the best of my knowledge and belief; and that no part of the contribution report was or is to be deducted from workers' wages.
Signed _____
Title OFFICE MANAGER
Telephone (AREA CODE 815) 469-2333
Date 04/08/25
Contact Name KRISTN JACKSON
Contact Email Address KJACKSON@SPIESSCO.COM

This agency is requesting both disclosure of information and payment of contributions that are necessary to accomplish the statutory purpose as outlined under 820 ILCS 405/100-3200. Disclosure of information and payment of contributions are REQUIRED. Failure to provide information or pay contributions may result in this form not being processed and may result in statutorily prescribed sanctions, including penalties and/or interest.

8. Worker's Social Security Number (Enter all nine numbers, without hyphens)	9. NAME OF WORKER (First, initial, then last) (Type or Print)	10. TOTAL Wages Paid (Include wages in excess of \$13,590)
000 00 0000	(last)	Enter Dollars & Cents
	CRAIG BOWDRE	
	JARED BUTCHER	
	RONALD DEGRAAF	
	RYAN DOYLE	
	JUSTIN FERGUSON	
	JACOB FRASER	
	JOHN GLADYSZ	
	KRISTIN JACKSON	
	SALVADOR MARTINEZ	
	JASON R MASSAT	
	WILLIAM D MCGRATH	
	THOMAS L MULLADY	
	STEPHEN A OLHA	
	ANDY QUIGLEY	
	MATTHEW QUIGLEY	
	GARY F RUDA, JR	
	SHAWN SPIESS	
	STEVE SPIESS	
	STEVE TOEPPER	
11. TOTAL WAGES		\$ 339069.61

ENTER
UI
RATE
7.850

Fax: 217-557-1948

ACCOUNT NUMBER	1050329-2	Date Quarter Ended	03/31/25	Page Number	2
STEVE SPIESS CONSTRUCTION, INC. 10284 VANS DRIVE		READ INSTRUCTIONS		PLANT CODE	
FRANKFORT		IL		60423	
Enter here employer's name, address and Illinois Unemployment Insurance Account No. exactly as shown on top of Form UI-3/40.		Double space if possible		No. _____	
		FORM UI-3/40 MUST accompany this form.			

Worker's Social Security Account Number 8 000 00 0000	NAME OF WORKER (Type or Print) 9 (First and Initial) (Last)	TOTAL Wages Paid (Include Non-Taxable Wages) 10 Dollars Cents
	Tim Toepper Brian L Vander Molen Selvestre Velazquez	

11. Total Wages Listed on this Page.

4

51068.81



(630) 653-0006

http://www.liuna.org

November 6, 2024

Steve Spiess Construction, Inc.

10284 Vans Drive
Frankfort, IL 60423

To Whom It May Concern:

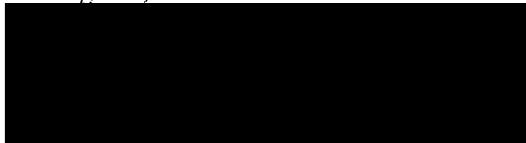
Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Steve Spiess Construction, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprentice Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2023: 190
2022: 125
2021: 86
2020: 94
2019: 77

Regards,



John Retondo
Director of Apprenticeship

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn



Sam Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor
Office of Apprenticeship
Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

IL017990001

Registration No.



Administrator, Office of Apprenticeship

ATTACHMENT F

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER(708) 482-8800 • FAX (708) 482-7186
5200 JOUET ROAD
COUNTRYSIDE IL 60525-3982

November 6, 2024

Steve Spiess Construction Inc.
10284 Vans Drive
Frankfort, IL 60423Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Steve Spiess Construction Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Steve Spiess Construction Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO



Colleen Lox

Enclosures: Certificates

ATTACHMENT F

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

December 31, 1978
Date *Revised June 23, 2011*

Registration No.

IL008780173



Administrator, Office of Apprenticeship

ATTACHMENT F

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois*

For the Trade – Operating Engineer (Heavy Equipment Technician)

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Secretary of Labor

Administrator, Office of Apprenticeship



SAFETY POLICY STATEMENT

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

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

The company pledges to do the following:

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

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

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

Shawn Spiess – Vice President

Date: 4-22-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2025

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

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

PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515		CONTACT NAME: CSU Construction PHONE (A/C No. Ext): 630-468-5600 FAX (A/C No): 630-468-5696 E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Colony Specialty Insurance Company	
		INSURER B: Valley Forge Insurance Company	
		INSURER C: Transportation Insurance Company	
		INSURER D: National Fire Insurance Company of Hartford	
		INSURER E: The Continental Insurance Company	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1264344029 **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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6076045319	3/11/2025	3/11/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6076045322	3/11/2025	3/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			8018468720	3/11/2025	3/11/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6076045336	3/11/2025	3/11/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			IM255310-5	3/11/2025	3/11/2026	Limit/Deductible: \$475,000/\$1,000
A	Motor Truck Cargo			IM255310-5	3/11/2025	3/11/2026	Limit: \$100,000

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

Contractors Pollution Liability; Carrier: Evanston Insurance Company; NAIC: 35378; Policy #: CPLMOL122493; Effective Date: 3/11/2025; Expiration Date: 3/11/2026; Each Claim/Aggregate Limit: \$2,000,000/\$2,000,000
 Proof of Insurance.

CERTIFICATE HOLDER

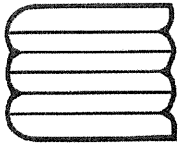
CANCELLATION

Steve Spies Construction, Inc.
 10284 Vans Drive
 Frankfort IL 60423

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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STEVE
SPIESS
CONSTRUCTION
INC.

10284 VANS DRIVE

FRANKFORT, IL 60423

PHONE: 815-469-2333

FAX: 815-469-2449

Project Name: Post 17 Improvements

Project #:

Location: Tinley Park, IL

Date: April 22, 2025

Contractor Company: Steve Spiess Construction Inc.

Submitted By: Brian Vander Molen

Check the training that was given (See next page for a listing of required training and if non-listed below, enter as "other")																
Employee Name	Employee Id / Number	Confined Space Entry	Fall Protection	High voltage; T&D	Lockout / Tagout	Silica Dust	HAZCOM	Respiratory Protection	Cranes	Scaffolds; Aerial lifts	Forklifts	Excavations & Trenching	First Aid / CPR	Other: OSHA 10 or 30	Other: RIGGING	Other: FLAGGERS
Shawn Spiess		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Jared Butcher		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
James Smithson		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Andy Quigley		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Matt Quigley		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Salvador Martinez		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Selvestre Velazquez		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Jason Massat		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Stephen Olha		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Jacob Fraser		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Justin Ferguson		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Gary Ruda		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Steve Toepper		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Tim Toepper		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Ron DeGraaf		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
Craig Bowdre		☒	☒	☐	☐	☒	☒	☐	☐	☐	☐	☒	☒	☒	☒	☒
I certify that the signed employees either engaged in, supervising or serving as stand-by for the noted operation have received contractor provided training in accordance with the appropriate standard.																

Company Representative: Shawn Spiess

Printed Name

Signature

Date:

4-22-25



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
POST 17 LIFT STATION IMPROVEMENTS
CBBEL PROJECT NO. 160373.00042
BID TAB
BIDS OPENED APRIL 22, 2025 AT 10:00 AM AT VILLAGE HALL

				ENGINEER'S ESTIMATE		STEVE SPIESS CONSTRUCTION, INC. 10284 VANS DR. FRANKFORT, ILLINOIS 60423		AIRY'S, INC. 21825 CHERRY HILL ROAD JOLIET, ILLINOIS 60433	
CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
01 05 10/01	CONSTRUCTION LAYOUT	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,048.00	\$ 4,048.00
01 05 10/02	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 1,543.00	\$ 1,543.00
01 50 00/01	TEMPORARY FENCING (SITE PROTECTION)	FOOT	200	\$ 20.00	\$ 4,000.00	\$ 23.50	\$ 4,700.00	\$ 11.00	\$ 2,200.00
01 73 29/01	AGGREGATE BASE COURSE, TYPE A	TON	45	\$ 100.00	\$ 4,500.00	\$ 53.00	\$ 2,385.00	\$ 90.00	\$ 4,050.00
01 73 29/02	HOT-MIX ASPHALT BINDER COURSE, IL-9.5FG, N50	TON	40	\$ 300.00	\$ 12,000.00	\$ 138.00	\$ 5,520.00	\$ 280.00	\$ 11,200.00
01 73 29/03	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	30	\$ 300.00	\$ 9,000.00	\$ 138.00	\$ 4,140.00	\$ 170.00	\$ 5,100.00
02 41 52/01	EXISTING CONTROL BUILDING DEMOLITION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 22,015.00	\$ 22,015.00	\$ 20,356.00	\$ 20,356.00
02 41 52/02	LIFT STATION STRUCTURES DEMOLITION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 10,335.00	\$ 10,335.00	\$ 7,129.00	\$ 7,129.00
02 41 52/03	HMA PAVEMENT REMOVAL	SQ FT	1600	\$ 10.00	\$ 16,000.00	\$ 2.00	\$ 3,200.00	\$ 2.00	\$ 3,200.00
02 41 52/04	CHAIN LINK FENCE REMOVAL, 6'	FOOT	200	\$ 25.00	\$ 5,000.00	\$ 22.50	\$ 4,500.00	\$ 8.00	\$ 1,600.00
03 30 00/01	CONTROL BUILDING FOUNDATION	L SUM	1	\$ 45,000.00	\$ 45,000.00	\$ 42,750.00	\$ 42,750.00	\$ 42,588.00	\$ 42,588.00
03 30 00/02	SIDEWALK, 5"	SQ FT	230	\$ 25.00	\$ 5,750.00	\$ 27.00	\$ 6,210.00	\$ 18.00	\$ 4,140.00
03 41 00/01	WET WELL TOP SLAB, 6" DIAMETER & ACCESS HATCH	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 8,630.00	\$ 8,630.00	\$ 22,638.00	\$ 22,638.00
03 41 00/02	VALVE VAULT TOP SLAB, 7" DIAMETER & ACCESS HATCH	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 6,885.00	\$ 6,885.00	\$ 19,812.00	\$ 19,812.00
03 41 00/03	FLOW METER VAULT TOP SLAB, 5" DIAMETER & ACCESS HATCH	EACH	1	\$ 6,500.00	\$ 6,500.00	\$ 4,485.00	\$ 4,485.00	\$ 18,195.00	\$ 18,195.00
13 34 25/01	CONTROL BUILDING	L SUM	1	\$ 400,000.00	\$ 400,000.00	\$ 383,000.00	\$ 383,000.00	\$ 358,686.00	\$ 358,686.00
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 23,630.00	\$ 23,630.00	\$ 21,946.00	\$ 21,946.00
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 7,972.00	\$ 7,972.00	\$ 6,941.00	\$ 6,941.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$ 37,500.00	\$ 37,500.00	\$ 46,420.00	\$ 46,420.00	\$ 37,272.00	\$ 37,272.00
26 27 16/01	PUMP CABLE JUNCTION BOX	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 16,206.00	\$ 16,206.00	\$ 15,927.00	\$ 15,927.00
26 29 20/01	PUMP CONTROL PANEL	EACH	1	\$ 100,000.00	\$ 100,000.00	\$ 74,430.00	\$ 74,430.00	\$ 75,724.00	\$ 75,724.00
26 32 13/01	DIESEL ENGINE STANDBY GENERATOR	EACH	1	\$ 65,000.00	\$ 65,000.00	\$ 61,100.00	\$ 61,100.00	\$ 62,159.00	\$ 62,159.00
26 36 00/01	AUTOMATIC TRANSFER SWITCH	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 13,731.00	\$ 13,731.00	\$ 14,127.00	\$ 14,127.00
31 10 00/01	SITE CLEARING	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 3,245.00	\$ 3,245.00	\$ 5,144.00	\$ 5,144.00
31 20 00/01	EARTH EXCAVATION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,726.00	\$ 3,726.00	\$ 38,608.00	\$ 38,608.00
31 25 13/01	EROSION CONTROLS	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 2,725.00	\$ 2,725.00	\$ 4,025.00	\$ 4,025.00
32 92 19/01	TOPSOIL	CU YD	120	\$ 75.00	\$ 9,000.00	\$ 1.00	\$ 120.00	\$ 10.00	\$ 1,200.00
32 92 19/02	WOOD MULCH	CU YD	15	\$ 75.00	\$ 1,125.00	\$ 132.00	\$ 1,980.00	\$ 130.00	\$ 1,950.00
32 92 19/03	SEEDING, CLASS 1	SQ YD	125	\$ 20.00	\$ 2,500.00	\$ 1.10	\$ 137.50	\$ 5.00	\$ 625.00
32 92 19/04	EROSION CONTROL BLANKET	SQ YD	125	\$ 10.00	\$ 1,250.00	\$ 8.25	\$ 1,031.25	\$ 5.00	\$ 625.00
32 92 19/05	GRASSES, SHRUBS, AND TREES	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 8,025.00	\$ 8,025.00	\$ 7,500.00	\$ 7,500.00
33 41 00/01	LIFT STATION DISCHARGE PIPING AND FITTINGS	L SUM	1	\$ 75,000.00	\$ 75,000.00	\$ 80,175.00	\$ 80,175.00	\$ 66,330.00	\$ 66,330.00
33 41 00/02	FLOW METER, 4"	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 13,185.00	\$ 13,185.00	\$ 26,128.00	\$ 26,128.00
33 42 00/01	SUBMERSIBLE PUMP AND ACCESSORIES	EACH	2	\$ 50,000.00	\$ 100,000.00	\$ 28,630.00	\$ 57,260.00	\$ 40,982.00	\$ 81,964.00
33 43 00/01	TEMPORARY BYPASS PUMPING SYSTEM	L SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 53,960.00	\$ 53,960.00	\$ 44,633.00	\$ 44,633.00
-	CONTINGENCY	L SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
				TOTAL COST	\$ 1,191,625.00		\$ 1,033,863.75		\$ 1,089,313.00

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

April 23, 2025

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Attention: Joe Fitzpatrick
Water and Sewer Superintendent

Subject: **Evaluation and Recommendation of Submitted Proposals**
Post 17 Lift Station Improvements
Village of Tinley Park
(CBBEL Project No. 160373.00042)

Dear Joe:

Two (2) bids for the subject project were received and opened on April 22, 2025, shortly after 10:00 AM at the Village of Tinley Park Village Hall. As requested, Christopher B Burke Engineering, Ltd. (CBBEL) reviewed the two (2) bids and tabulated the bid totals.

The two (2) bids are summarized below:

COMPANY	BID TOTAL
Steve Spiess Construction, Inc.	\$1,033,863.75
Airy's, Inc.	\$1,089,313.00
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$1,191,250.00</i>

CBBEL comments are as follows:

1. All bidders submitted the required 10% Bid Bond, Certifications, and Affidavits in their respective bid. CBBEL believes that all companies that submitted are qualified to perform the work.

RECOMMENDATION

CBBEL recommends that the Village of Tinley Park award a Contract to Steve Spiess Construction, Inc. of Frankfort, Illinois to perform all work included in the amount of **\$1,033,863.75**. Steve Spiess Construction, Inc. has provided the lowest bid and is considered qualified to perform the work.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" being the most prominent.

John P. Caruso, PE
Vice President
Head, Mechanical/Electrical Engineering Department

gce/pjb

N:\TINLEYPARK\160373\160373.00042\Admin\Post 17\L1.042325.docx



Interoffice Memo

Date: April 23, 2025

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Recommended Contract Award: Parkway Tree Pruning (Year 1 of 3)

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

Scope of Work: This service contract is an award for a qualified contractor to provide parkway tree pruning services throughout Tinley Park.

Description: Public Works is recommending that we award a contract for parkway tree pruning at various locations in Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first year of a possible 3 (three) year contract.

Background: The RFP was advertised March 14, 2025; two (2) sealed proposals were received on March 31, 2025. The proposals were reviewed and scored by our panel, and the results were as follows:

<u>Contractor</u>	<u>Location</u>	<u>Year 1</u>	<u>Avg. Score</u>
Homer Tree Care, Inc.	Lockport, IL	\$107,900	91.8
Winkler Services, LLC	LaGrange Park, IL	\$120,409	83.4

Budget / Finance: Funding in the amount of 149,925 is requested in the FY26 Budget; Road and Bridge.

Budget Available	\$149,925
Bid Amount	<u>\$107,900</u>
Difference (Under Budget)	\$ 42,025

Staff Direction Request:

1. Approve the service contract for the FY26 Parkway Tree Pruning with Homer Tree Care, Inc. in the amount of \$107,900.
2. Direct Staff as necessary.

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

RESOLUTION
NO. 2025-R-061

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND HOMER TREE CARE, INC. FOR PARKWAY TREE PRUNING**

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-061**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND HOMER TREE CARE, INC. FOR PARKWAY TREE PRUNING**

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 Homer Tree Care, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 6th day of May, 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 May, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A CONTRACT WITH HOMER TREE CARE, INC. FOR PARKWAY TREE PRUNING

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-061, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND HOMER TREE CARE, INC. FOR PARKWAY TREE PRUNING,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 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 May, 2025.

VILLAGE CLERK

Village of Tinley Park**SERVICE CONTRACT****PARKWAY TREE PRUNING**

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the “Village”), and **Homer Tree Care Inc**(the “Contractor”), for the Project or Work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as “Exhibit A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed one hundred and seven thousand nine hundred Dollars and 00 Cents (**\$107,900.00**). 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.

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

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

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

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

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

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

_____ Form C: Additional Information (if required)

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

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

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

_____ Written Safety Policy Statement signed by company representative

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

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract:

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

Name of Contractor (please print)

Submitted by (signature)

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.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act:

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy:

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

Name of Contractor (please print)

Submitted by (signature)

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)

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:

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

Name of Contractor (please print)

Submitted by (signature)

Title

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

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

Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

CONTRACTOR

BY:

Name

Date

Printed Name

Title

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 Parkway Tree Pruning

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

FORM C:

Additional Information Required:

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

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

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

Item II:

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

Date	Law	Determination	Penalty

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION