



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Agenda

Committee of the Whole

Village President Keith Pekau

Village Clerk Patrick R. O'Sullivan

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

Monday, October 4, 2021

6:00 PM

Village Hall

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES

[2021-0698](#) Approval of the September 20, 2021, Committee of the Whole Minutes

Attachments: [Draft Minutes](#)

D. ITEMS FOR SEPARATE ACTION

1. [2021-0703](#) An Ordinance Amending Title 9 (Traffic) by Adding a New Chapter 13 (Fines and Permits for Overweight/Dimension Vehicles) to the Orland Park Village Code

Attachments: [Ordinance](#)

2. [2021-0701](#) Authorization to Sign the Oxcart Permit System User Agreement

Attachments: [Oxcart Service Agreement](#)
[Agreement Between VOP & Oxcart](#)

3. [2021-0696](#) Recreation Fee Changes

Attachments: [Civic Center Proposed Fee Changes 2021](#)

4. [2021-0609](#) 2021 Land Development Code Amendments II

Attachments: [2021 LDC-A II RPT - COTW](#)

5. [2021-0738](#) Approve the Village of Orland Park, Illinois, Interim Report for the State and Local Fiscal Recovery Funds, part of the American Rescue Plan Act

Attachments: [Orland Park Revenue Loss Calculator](#)
[SLFRP Quick Reference Guide](#)
[Interim Report Draft](#)

6. **2021-0739** Rental Housing Fee Changes - Village Code Section 5-8-2

Attachments: [Amendments - Draft](#)
[Rental Fee](#)

E. NON-SCHEDULED CITIZENS & VISITORS

F. ADJOURNMENT

DATE: October 4, 2021

REQUEST FOR ACTION REPORT

File Number:	2021-0698
Orig. Department:	Village Clerk
File Name:	Approval of the September 20, 2021, Committee of the Whole Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of September 20, 2021.

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Meeting Minutes

Monday, September 20, 2021

6:00 PM

Village Hall

Committee of the Whole

*Village President Keith Pekau
Village Clerk Patrick R. O'Sullivan
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:00 p.m.

Trustee Riordan participated in the meeting remotely via telephone due to a work commitment.

Present: 7 - President Pekau; Trustee Healy; Trustee Nelson Katsenes; Trustee Milani; Trustee Kampas; Trustee Riordan and Trustee Radaszewski

APPROVAL OF MINUTES

2021-0675 Approval of the September 7, 2021, Committee of the Whole Minutes

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of September 7, 2021.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - President Pekau, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, and Trustee Radaszewski

Nay: 0

ITEMS FOR SEPARATE ACTION

2021-0691 Therapy Dog Introduction

Chief Joseph Mitchell introduced the Police Department's new therapy dog Leo and performed the Therapy Dog Badge Pinning Ceremony. (refer to audio)

Officer Miller and President Pekau had comments. (refer to audio)

This item was for discussion only. NO ACTION was required.

2021-0673 Semi-Annual Police Department Activity Update

Chief Joseph Mitchell presented a summary of the crime statistics for the Village of Orland Park for 2021 thus far. (refer to audio)

President Pekau had comments and questions. (refer to audio)

Chief Mitchell responded to President Pekau. (refer to audio)

Trustee Healy had questions. (refer to audio)

Chief Mitchell responded to Trustee Healy. (refer to audio)

President Pekau had comments. (refer to audio)

This item was for discussion only. NO ACTION was required.

2021-0683 Parks Master Plan Update

On May 21, 2021, the Village of Orland Park awarded a contract to Wight & Co. to develop conceptual master plans for Centennial Park, Centennial Park West, Schussler Park and phase III of the John Humphrey Complex.

Stakeholder input is a critical component towards developing a long-term vision which will serve as a blueprint for the development of these park sites. To this end, a number of engagement sessions, as detailed below, have been or will be held to gather input from residents, Village athletic organizations, Village officials and staff.

Engagement Sessions

On July 12, 2021, Wight & Co. hosted a kick-off meeting with the master plan team to review existing parks conditions, gain an understanding of staff's goals for each park, develop an overall schedule (attached to the Committee Packet for reference), identify target audiences for engagement and to set dates for potential engagement session dates.

On August 12, 2021, representatives from the Boys Orland Youth Association, Girls Orland Youth Association, the Orland Park Soccer Club, Girls Sparks and the Chicago Fire met with Wight & Co. to share their needs and vision for each of the parks.

On August 24, 2021, Wight & Co. hosted a meeting with the Recreation Advisory Board to gain an understanding of the Board's desired improvements for each park.

Community engagement sessions were hosted in-person on August 30, 2021, and by Zoom on September 1, 2021. Postcard notices were mailed to 877 residents residing near the planned parks inviting resident participation. Additionally, a robust social media campaign, as well as an e-mail to over 7,000, was sent to notify residents of these engagement opportunities. Approximately sixty (60) residents participated providing input centered around nine (9) categories. Participants then provided input and voted on the most desirable improvements (attached to the Committee Packet for reference) for each park.

A collective summary of improvements gathered from these engagement sessions is listed below.

Centennial Park West

Permanent stage / additional restrooms / venue for local graduations / utilize for all Village special events / permanent fencing & lighting / sledding hill / fishing pier / trail connections / picnic shelter / permanent concession stand / improvement to

traffic flow / cross country skiing / add a playground.

Centennial Park

Turf fields (soccer, lacrosse, football, baseball/softball) / improved marina capabilities / development of north parcel / improved ingress/egress / lighted tennis courts / lighted, dedicated pickleball courts / better recreational options on Lake Sedgewick (i.e. paddle boarding) / adding native plantings and creating educational opportunities / new recreational amenities (i.e. climbing wall, in-line skating / batting cages (pregame warm-ups) flexible soccer fields / lighted soccer fields / additional shade structures/pavilions and permanent restrooms / track / dog beach / basketball courts / fitness court / ropes course / improved/extended boardwalk / improve skate park / remove skate park / full-size baseball field(s).

Schussler Park

Lighted, turf soccer, football, lacrosse fields / full-size baseball field / improved parking / upgrade sledding hill / fully ADA accessible baseball field / fully ADA accessible park & playground / fishing outlooks / storm water management improvement / new tennis and basketball courts / new natural planting features / shade pavilion / add a skate park / pickleball courts / permanent / restrooms / aerator/fountain for ponds / zip-line / sensory play / native gardens / monarch waystation / new field lighting / rain garden / ADA accessible paths and parking / kayak launch.

John Humphrey Complex Phase III

Playground / new lighting system / removal of Erwin building / new concession stand / splash pad / native plantings & gardens / habitat learning center / cross country course / bike trail connections / turf fields (baseball, soccer, lacrosse) / batting cages (pregame warm-ups) / improve and develop High Point fields & fencing / more parking / ADA accessible baseball field / pollinator garden / screening along West Ave. / family amenities / improved irrigation & drainage / turf infields/grass outfields / shade structures/pavilion(s) / full size baseball field(s) / dedicated pickleball courts.

An additional tool being utilized to gain an understanding of residents' visions and hopes for each park, includes a statistically valid survey (attached to the Committee Packet for reference) that was mailed to 300 randomly selected Orland Park residents the week of September 13, 2021. The survey will be made available to all residents utilizing the Village's website, social media platforms and a micro-site created by Wight & Co beginning the week of September 20, 2021.

At an upcoming Committee of the Whole meeting, Wight & Co. will present survey results, a summary of the community engagement meetings and engage the Board to gather input to be incorporated into the development of each parks conceptual master plan.

In October/November, Wight & Co. will develop three (3) concepts, with cost opinions for each park site. Stakeholder groups previously engaged will be invited to provide input on each design. Each concept will then be refined to one (1) concept with updated costs.

In December, Wight & Co. expects to meet with the Village's project team to review concepts and costs, making minor updates prior to presenting final plans to the Board of Trustees in January.

Director of Recreation and Parks Ray Piattoni presented information regarding this matter. (refer to audio)

President Pekau had comments and questions. (refer to audio)

Director Piattoni and Public Works Director Joel Van Essen responded to President Pekau. (refer to audio)

President Pekau had additional questions. (refer to audio)

This item was for discussion only. NO ACTION was required.

ADJOURNMENT: 6:37 P.M.

A motion was made by Trustee Kampas, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - President Pekau, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, and Trustee Radaszewski

Nay: 0

2021-0693 Audio Recording for the September 20, 2021, Committee of the Whole Meeting

NO ACTION

/AS

Respectfully Submitted,

Patrick R. O'Sullivan, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2021-0703
Orig. Department:	Police Department
File Name:	An Ordinance Amending Title 9 (Traffic) by Adding a New Chapter 13 (Fines and Permits for Overweight/Dimension Vehicles) to the Orland Park Village Code

BACKGROUND:

The Village currently relies on State and County permitted overweight and oversized vehicles to contact the Orland Park Police Department's Traffic Unit prior to driving through Orland Park. It is staff's recommendation that the Board consider adopting a new ordinance that addresses overweight and over dimension vehicles, along with the permitting of such vehicles on Village maintained streets.

First, the ordinance will establish a formal Orland Park Police Department permitting process that will assist in monitoring, tracking, vetting and recording of all over-dimensioned and overweight vehicles utilizing Village streets. This new permitting process will include a standardized fee(s) based on weights and specifications that will allow the Village to capture revenue to offset potential construction and repair costs of Village streets impacted by these vehicles.

Second, the ordinance provides the ability for the Police Department to enforce and fine, through local adjudication, any non-permitted over dimensioned and/or overweight vehicle traveling on Village designated roads.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to recommend to the Village Board to pass an Ordinance entitled: AN ORDINANCE AMENDING TITLE 9 (TRAFFIC) BY ADDING A NEW CHAPTER 13 (FINES AND PERMITS FOR OVERWEIGHT/DIMENSION VEHICLES) TO THE ORLAND PARK VILLAGE CODE.

**AN ORDINANCE AMENDING TITLE 9 (TRAFFIC)
BY ADDING A NEW CHAPTER 13 (FINES AND PERMITS FOR OVERWEIGHT/OVERDIMENSION VEHICLES)
TO THE ORLAND PARK VILLAGE CODE**

WHEREAS, the Village of Orland Park (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1) grants to municipalities the authority to pass and enforce all necessary police ordinances; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) grants municipalities the authority to regulate the use of streets within the Village; and

WHEREAS, Chapter 15 of the Illinois Vehicle Code (625 ILCS 5/15-101 *et seq.*) governs the size and weight of vehicles on highways within the State; and

WHEREAS, Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) authorizes local authorities within the State to restrict the use of highways as authorized in Chapter 15 of the Vehicle Code; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park desire to amend Title 9 (Traffic) of the Orland Park Village Code to add a new Chapter 13 (the previous Chapter 13 having been repealed May 3, 2021, by Ordinance No. 5610) concerning fines for overweight and oversize vehicles, and the issuance of permits for overweight and oversize vehicles (the "Code Amendment"); and

WHEREAS, pursuant to the authority granted under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-1-1 and 11-80-2) and the Illinois Vehicle Code (625 ILCS 5/15), the Village President and Board of Trustees find that adopting the Code Amendment set forth below is in the best interests of the Village, the Village residents, business owners, property owners and the public.

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

SECTION 1: The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: A new Chapter 13 (Fines and Permits for Overweight/Overdimension Vehicles), Section 9-13-1 (Overweight and Overdimension Vehicles) and Section 9-13-2 (Permits for Overweight and/or Overdimension Vehicles), is added to Title 9 (Traffic) of the Orland Park Village Code, to read as follows:

"CHAPTER 13: FINES AND PERMITS FOR OVERWEIGHT/OVERDIMENSION VEHICLES.

9-13-1: OVERWEIGHT AND/OR OVERDIMENSION VEHICLES:

- a) Except as specifically allowed by statute or other ordinance, no person shall permit to remain on any public way within the Village of Orland Park any vehicle or combination of vehicles exceeding the size and weight limitations stated in Section 15-102 (width), 15-103 (height), 15-107 (length), and 15-111 (weight) of the Illinois Vehicle Code (625 ILCS 5/15-102, 15-103, 15-107, and 15-111).
- b) Size and weights limitations while operating on Village streets shall not apply to fire apparatus or equipment for snow or ice removal operations owned or operated by or for any governmental body, or to any vehicle or combination of vehicles operating under the terms of a valid oversize and/or dimension permit issued by the Village under the authority of Section 9-13-2 hereof.
- c) Where lower size and weight limits or other restrictions are imposed by ordinance under authority of Sections 15-111, 15-316 and 15-317 of the Illinois Vehicle Code (625 ILCS 5/15-111, 15-316, and 15-317), and signs indicating such limitations or restrictions are posted, it shall be unlawful to operate any vehicle or combination of vehicles in excess of such size or weight limitations or in violation of such restrictions. Whenever any vehicle or combination of vehicles is operated in violation of this sub-Section c), the owner and/or drivers of such vehicle shall be fined \$50.00 for any weight exceeding the posted limit up to the axle or gross weight limit allowed a vehicle as provided for in sub-Sections (a) or (b) of Section 5-111 of the Illinois Vehicle Code and \$75.00 for every 500 pounds or fractions thereof for any weight exceeding that which is provided for in sub-Sections (a) or (b) of Section 15-111 of the Illinois Vehicle Code.
- d) Whenever any vehicle or combination of vehicles is operated in violation of this Section, the owner and/or driver of such vehicle shall be deemed liable for such violation and either or both the owner and driver of such vehicle may be prosecuted for such violation.
- e) Any violations cited under this Code of the weight limitations stated in the Illinois Vehicle Code Sections cited in 9-13-1(a) shall be subject to the following penalties:

Weight	Fine
Up to and including 2000 pounds overweight	\$100.00
From 2001 through 2500 pounds overweight	\$270.00
From 2501 through 3000 pounds overweight	\$330.00
From 3001 through 3500 pounds overweight	\$520.00
From 3501 through 4000 pounds overweight	\$600.00
From 4001 through 4500 pounds overweight	\$850.00
From 4501 through 5000 pounds overweight	\$950.00

Weight	Fine
5001 or more pounds overweight	See below

For vehicles that are 5001 or more pounds overweight, the fine shall be computed by assessing \$1500 for the first 5000 pounds overweight and \$150.00 for each additional increment of 500 pounds overweight or fraction thereof.

- f) Any person, firm or corporation found liable of four (4) or more violations under subsection 9-13-1(a) within any twelve (12) month period shall be fined an additional amount of \$5,000 for the fourth and each subsequent finding of liability within the 12-month period. With regard to a firm or corporation, a fourth or subsequent finding of liability shall mean a fourth or subsequent finding attributable to any one employee-driver.
- g) Any violations cited under this Code of a width, height or length violation stated in the Illinois Vehicle Code Sections cited in 9-14-1 shall be subject to a fine for the first or second violation of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense, and for the third and subsequent violations by the same person, firm or corporation within a period of one year after the date of the first offense not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00).
- h) A person issued a notice for a violation of any weight limitations imposed by this Section, or any term or condition of a permit issued under Section 9-13-2, shall, upon issuance of the citation, deposit with the Village a bond in the form of a money order issued by a money transfer service company in an amount equal to the minimum fine established for such violation. The money order shall be made payable to the Village of Orland Park. When from all the circumstances, and for good cause shown, the Chief of Police or his/her designee is of the opinion that the alleged violator will appear for a hearing before the Administrative Adjudication Hearing Officer as required and that the alleged violator will comply with all conditions of bond, which shall include the alleged violator's address with a written admonishment to the alleged violator that he or she must comply with the provisions of Section 9-13-1 sub-Sections i), j), k) and l), and notify the Chief of Police, or his/her designee, regarding any change of address, the alleged violator may be released on his/her own recognizance. A failure to appear at the Administrative Adjudication hearing as required by such recognizance shall constitute a violation subject to a fine twice the amount of the fine otherwise prescribed for the alleged violation.
- i) Within 15 days after the issuance of any citation for a violation of any size or weight limitations imposed by this Section, or any term or condition of a permit issued under Section 9-13-2, the owner or operator may file with the Village Traffic Compliance Administrator a written request for a hearing before the Administrative Adjudication Hearing to challenge whether a violation has occurred. The hearing date must be scheduled no later than 30 days after the request for a hearing is filed.
- j) If, at the hearing, the Hearing Officer determines that the owner or operator violated any size or weight limitations imposed by this Section, or any term or condition of a permit issued under Section 9-13-2, the Hearing Officer shall enter an order finding the owner and/or operator liable to the Village for the amount of the administrative penalty prescribed for such

violation in Sections 9-13-1(e) and 9-13-1(g). Any penalty imposed shall first be satisfied from the proceeds of the deposit required in Section 9-13-1(h).

- k) If, at the hearing, the Hearing Officer determines that the owner or operator did not violate any size or weight limitations imposed by this Chapter, or any term or condition of a permit issued under Section 9-13-2, the Hearing Officer shall enter an order finding the owner and/or operator not liable to the Village and order the return of the proceeds of the deposit.
- l) If the owner or operator fails to request a hearing in a timely manner, or requests a hearing but fails to appear at the hearing, the owner and operator shall be deemed to have waived his or her right to a hearing and, if a money order deposit bond was deposited pursuant to Section 9-13-1(h), the funds so deposited shall be forfeited to the Village.
- m) An administrative penalty shall constitute a debt owing to the Village, which may be collected in accordance with applicable law.
- n) Service of the citation on the operator of the vehicle for a violation of this Section or Section 9-13-2 shall constitute service of notice of the violation on the owner of the vehicle.

9-13-2: PERMITS FOR OVERWEIGHT AND/OR OVERDIMENSION VEHICLES:

- a) A permit shall be required for the operation of any vehicle or combination of vehicles with a non-divisible load on roadways and bridges within the jurisdiction of the Village which exceeds the dimensions and weights permitted for the particular roadways to be traversed whether they be non-designated or designated roadways.
- b) The Village with respect to any street or highway under its jurisdiction may, upon application to the Village Police Department on forms provided by the Police Department and good cause being shown therefor, issue a special permit authorizing the applicant to operate a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum specified in Section 9-13-1. The applicant shall furnish the following information in the special permit application and pay a permit fee to the Village as set forth below:

Permit Size- Weight (with load)	Single Trip	Round Trip	Multiple
Up to 88,000	\$50	\$75	\$150
88,001 to 100,000 pounds	\$75	\$100	\$200
100,001 - 120,000	\$100	\$125	\$225
120,001 - 150,000	\$125	\$150	\$250
Over 150,000	\$125	\$150	

Permit Size- Width (with load)	Single Trip	Round Trip	Multiple
Up to 12'	\$50	\$75	\$150
12'1" - 13'6"	\$75	\$100	\$175
Over 13'6" wide	\$75	\$100	

Permit Size- Height (with load)	Single Trip	Round Trip	Multiple
13'6" - 14'6"	\$50	\$75	\$150
Over 14'6"	\$50	\$75	

Permit Size- Length (with load)	Single Trip	Round Trip	Multiple
Up to 75'	\$50	\$75	\$150
75'1 to 100'	\$75	\$100	\$175
Over 100'0"	\$75	\$100	

SECTION 3: To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to Sections that need to be amended or deleted within the Orland Park Village Code, as amended, as a consequence of the above Code Amendment, including "Appendix B: Fine Schedule", shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code amendment set forth above in this Ordinance, all Chapters and Sections of the Orland Park Village Code, as amended, shall remain in full force and effect.

SECTION 7: This Ordinance shall be in full force and effect from and after its adoption and publication in pamphlet form as provided by law.

SECTION 8: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

REQUEST FOR ACTION REPORT

File Number:	2021-0701
Orig. Department:	Police Department
File Name:	Authorization to Sign the Oxcart Permit System User Agreement

BACKGROUND:

Staff recommends that the Village utilize Oxcart Permit Systems to administer all overweight and oversized permits as outlined in the corresponding ordinance being considered, which would amend Title 9 (Traffic) by adding a new Chapter 13 (fines and permits for overweight/dimension vehicles) to the Orland Park Village Code through a web-based solution. Oxcart is a widely used overweight and oversized vehicle permitting solution utilized by both the private and public sector. Oxcart is 100% free for local government use as all fees are paid by those end users requesting permits.

A custom website is created by Oxcart using the preferences and fee structures provided by the Village's adopted ordinance. The applicant simply creates an account, selects the dimensions of the vehicle, and the route requested as defined by ordinance. All permit reviews are then completed through an online dashboard by a designated Orland Park Police employee. Once approved, Oxcart collects and distributes all permit fees to the Village.

BUDGET IMPACT:

None as the services are without cost to the Village.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the use of the Oxcart Permit Systems.

Services Agreement

This Services Agreement (this "Agreement") is made this _____ day of _____, 2021 by and between Oxcart Permit Systems, LLC, an Illinois limited liability corporation of 440 W Colfax, Suite 2384, Palatine, IL 60078 ("Oxcart") and the Village of Orland Park ("Village"), collectively known as the "Parties." The term "Customer" shall refer to any third-party requesting over-dimension and/or overweight vehicle permits from the Village.

1. Oxcart Services.

Oxcart shall develop, establish, set up and maintain an internet application ("Village web page"), which shall include but not be limited to the creation of online over-dimension and overweight vehicle permit applications and the processing of said permit applications, for the Village for the purposes of accepting over-dimension and overweight vehicle permit applications and payment for such permits as set forth herein, which shall be referred to as the "Service."

- i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.
- ii. The Service will be made available per the attached Service Level Agreement (Exhibit 1).
- iii. The Service will allow for the acceptance and processing of over-dimension and overweight vehicle permit applications as authorized by the Village's Code.
- iv. The Service will be hosted using computer servers contracted by Oxcart.
- v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice during the term of this Agreement.
- vi. Oxcart reserves the right to update code and/or security measures at any time without notice during this agreement. Oxcart will maintain a Security Incident Response plan which will be made available to the Village for review.
- vii. The content of the Village web pages within the Service shall be dedicated solely to the Village. The content of such pages shall include but not be limited to:
 1. Application fields necessary to receive, pay for, and process a permit.
 2. Maintain user information and icons representative of the Village.
 3. Automated permits, in which permits do not need to be reviewed by Village, and non-automated permits, in which permits must be reviewed by Village, as directed by the Village.

- viii. The online over-dimension and overweight vehicle permit application will be based upon and processed according to the requirements of the Village's Code.
- ix. The Service shall provide the Village and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of over-dimension and overweight vehicle permits.
- x. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, contact the Applicant with information regarding the approval, denial, or approval with pre-programmed conditions of the permit, and, upon approval, collect payment for Village permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, provide the Village with all information necessary for the Village to review, approve or deny, or establish conditions under which the permit will be granted. Upon the Village's review of a non-automated permit application, Oxcart shall contact the Applicant with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for Village permit fees and any other applicable fees, and issue the permit.
- xi. All payments shall be accepted utilizing an integrated credit card payment processor to accept online payments for the Village. In addition to the Village permit fee, for each transaction, the credit card payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum Village permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the Village permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit.
 - 1. Oxcart does not set the credit card payment processor fees or transaction fees, which are subject to change at any time without notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated sum of the total of the maximum Village permit fee and the Oxcart Service Fee, plus a \$.30 per transaction fee. Oxcart shall promptly notify the Village of changes to these rates as soon as Oxcart becomes aware of the rate change.
 - 2. Upon change of credit card payment processor fees, Oxcart shall update the Village web application to reflect the new rates and notify the Village of the change.
 - 3. Oxcart reserves the right to change credit card payment processors at any time with notice to the Village.

- xii. Village permit fees shall be collected by Oxcart in accordance with the provisions of the Village's Code.
- xiii. On or before the tenth business day of each month, Oxcart shall transfer to the Village through ACH direct deposit or bill payment system through the United States Postal Service all Village permit fees for all approved permits for the preceding calendar month. All Village permit fees shall be paid in full by Oxcart each month to the Village. In addition, by the tenth business day of each month, Oxcart shall transmit by email or United States Postal Service, a report providing the name, address, date of payment, date of permit issuance and Village permit fee collected for each permit approved and issued. Such report shall be sent as provided in Section 8.
- xiv. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.
- xv. Oxcart shall maintain permit data for online access by the Village for a minimum of ninety (90) calendar days and allow the Village to download Village permit data during this time. Oxcart shall maintain the Village's permit data for a period of seven (7) years.
- xvi. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the Village permit fees and the permit services provided to the Village and the amount collected for Village permit fees. Such books and records shall be made available for examination and audit by the Village at any time during business hours upon request.
- xvii. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure pursuant to a Systems Maintenance policy which will be available to the Village for review.
- xviii. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the Village or Customer. Oxcart reserves the right to add proprietary premium features for Customers at an additional cost to the Customer subject to Village approval.
- xix. Oxcart is free to market the Service to other organizations, municipalities, and customers without exception or exclusion except at the sole discretion of Oxcart.

2. Oxcart Representations and Warranties. Oxcart represents and warrants to Village that:

- i. It holds all necessary third party government rights, including without limitation all intellectual property rights to any and all applications needed to provide the Service;

- ii. It maintains commercially reasonable electronic security to protect Customer information from third party intrusion;
- iii. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activates that will or might interfere or conflict with the terms hereof;
- iv. In performing its obligations hereunder, it shall comply with all applicable laws, rules and regulations of any federal or state regulatory body that has jurisdiction over its activities hereunder.

3. Village Representations and Warranties. The Village represents and warrants to Oxcart that:

- i. It shall encourage all Customers to apply for oversize and overweight vehicle permits using the Village web page developed by Oxcart. However, the Village is free to maintain an internal system of issuing oversize and overweight permits as it deems necessary.
- ii. It will immediately inform Oxcart of any technological difficulties with the Service;
- iii. It will take all reasonable steps to approve non-automated permits for the Customer within twenty-four (24) hours, on normal business days, of receipt of the permit application from Oxcart except in cases of permits for extremely large or heavy vehicles which require route studies, surveys or special engineering;
- iv. It shall provide Oxcart with all pertinent information and ordinances necessary to adequately set-up and maintain the Service as requested by Oxcart. It shall be the duty of the Village to update Oxcart with any changes or modifications to the permit requirements or permit structure. Any errors or omissions of information which may result in a vehicle violating the conditions of the permit or federal, state or local laws are the responsibility of the Village;
- v. It shall provide Oxcart with the names, email addresses and phone numbers of any Village personnel who will be administratively accessing the application on behalf of the Village;
- vi. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activities that will or might interfere or conflict with the terms hereof.

4. Payment and Fees for Service.

- i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall asses a Service Fee to the Customer, in addition to the credit card payment processing fees, as provided in Section 1(xi).

- ii. Such Service Fee shall be assessed based upon the cost of the permit applied for and as provided in the following Schedule:

Village Permit Fee	Oxcart Fee
\$0.00 - \$49.99	\$5.00 flat fee
\$50.00 - \$99.99	10%
\$100.00 - \$199.99	\$12.50 flat fee
\$200.00 or more	\$15.00 flat fee

- iii. All payments are final and Oxcart will not refund the Customer any monies collected through the credit card payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the credit card payment processor, or the Village requests a refund be processed through the credit card processor for an approved permit to which the credit card processor fee assessed to Oxcart will be deducted from the monthly payment to the Village. Oxcart may elect to refund monies via check or ACH at its sole discretion, and the Village reserves the right to internally issue Village permit fee refunds to Customers through their finance department. Oxcart shall provide the Village with notice of any payment that is in dispute.
- iv. Once the transaction has been completed and all fees received from the credit card payment processor, Oxcart will not store or retain any Customer financial or credit information.

5. Indemnification, Warranties and Remedies.

- i. **Indemnification by Oxcart.** Subject to the limitations described in this Section 5 and elsewhere in this Agreement, Oxcart shall indemnify the Village, its directors, officers, agents, and employees and shall hold it and them harmless from and against any claims, demands, losses, liabilities, actions, suits, damages, judgments, costs, charges, expenses, attorney fees incurred, made or suffered by any third party arising out of 1) any breach by Oxcart of this Agreement or 2) any negligence, omission or fraudulent or intentional acts of Oxcart or its officers, directors, agents or employees, including, without limitation, to claims related to breach of security or identity theft and claims of infringement of trademarks or copyrights, licenses or any other claims relating to intellectual property subject to the Agreement, or 3) any act or omission by Oxcart or any officer, director, agent or employee of Oxcart, in violation of any state, federal or local law or regulation.
- ii. **Indemnification by Village.** Subject to the limitations described in this Section 5 and elsewhere in this Agreement, the Village shall indemnify

Oxcart, its directors, officers, employees and agents and shall hold it and them harmless from and against any claims, demands, losses, liabilities, actions, suits, damages, judgments, costs, charges, expenses, attorney fees incurred, made or suffered by any third party resulting from any breach by the Village of this Agreement or any negligence or intentional acts of the Village or its employees, or 3) any act or omission by the Village or any officer, director, agent or employee of the Village, in violation of any state, federal or local law or regulation.

- iii. **Indemnification Procedure.** Promptly after receipt by a party of notice of any claim (other than insurance claims arising in the ordinary course of business) or the commencement of any action arising from an occurrence for which a party (the “indemnitor”) has agreed to indemnify the other party (the “indemnitee”), the party receiving such notice shall promptly notify the other in writing. The indemnitor may assume the defense thereof with counsel reasonably satisfactory to the indemnitee and the indemnitee shall cooperate in the defense and prosecution thereof and shall further provide such records, information and testimony and attend all such conferences, discovery, pre-hearings, hearings, trials and appears as may be necessary, all reasonable costs and expenses thereof to be paid for the account of the indemnitee and to be payable to the indemnitee upon demand. The indemnitor shall have the right, in its sole discretion, to settle any monetary claim to which this paragraph applies at indemnitor’s sole cost and expense.
- iv. **Internet Delays.** The Service may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Neither Party is responsible for any delays, delivery failures other damages resulting from such problems.

- 6. **Confidentiality.** Oxcart and the Village shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know and who are bound in writing to preserve the confidentiality thereof) all Proprietary Information received from the other party, and shall not use any such Proprietary Information except for the purposes contemplated by this Agreement. Either party shall promptly report to the other any unauthorized disclosure of use of any Proprietary Information of the other party of which it becomes aware and shall take such further steps as may reasonably be requested by the other party to prevent unauthorized use thereof.

As used in this Agreement, “Proprietary Information” shall mean with respect to the Village all confidential and proprietary information, including but without limitation, all customer, contact, payment, data, and files covered by this Agreement. In addition, Proprietary Information shall include all data and other information or

material, owned, possessed or used by either Oxcart or the Village which is at any time so designated by such party in writing, whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Proprietary Information is disclosed to the other party. In addition, information which is orally disclosed to the other party shall constitute Proprietary Information if identified as such at such time and if within 10 days after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such oral disclosure and the name of the employees of the party to whom such disclosure was made. "Proprietary Information" does not include information already known to the public or information subject to disclosure under the Illinois Freedom of Information Act.

Notwithstanding the foregoing, this confidentiality obligation shall not apply to information if Oxcart receives a validly issued administrative or judicial order, warrant or other process requiring disclosure of Proprietary Information or if Oxcart or the Village is otherwise required to disclose Proprietary Information in order to comply with any law.

The parties acknowledge that the breach or threatened breach of this Section 6 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, a party may seek immediate injunctive relief in the event of a breach or threatened breach of such paragraph by the other party or any of the other party's employees.

7. Termination.

- i. This Agreement may be terminated without penalty by either party for any reason upon sixty (60) days' notice to the other party.
- ii. Upon the date of termination, any unapproved permit application which has been submitted to the Village through Oxcart will be forwarded to the Village, and Oxcart shall pay to the Village all Village permit fees due and owing to the Village pursuant to the terms of this Agreement. Oxcart will download and transmit all previous permit data belonging to the Village.

8. Notices.

Any notices or demands which may be or are required to be given by either party shall be in writing and all notices required to be given or made hereunder shall be given or made either: (a) email at the following email addresses; (b) by hand deliver; (c) by United States certified mail, postage prepaid; or (d) if sent by nationally recognized overnight carrier, addressed to Oxcart or the Village,

respectively, at the following addresses, or at such other place as Oxcart or the Village may from time to time designate in writing:

NAME, TITLE, ADDRESS, CITY, IL ZIP CODE [EMAIL](#)

Bryce Baker, COO/Member, Oxcart Permit Systems; 440 W. Colfax, Suite 2384, Palatine, IL 60078. bbaker@oxcartpermits.com, or

David Wordhouse, CISO/Member, Oxcart Permit Systems; 440 W. Colfax, Suite 2384, Palatine, IL 60078. dwordhouse@oxcartpermits.com

Keith Pekau, Village President; 14700 Ravinia Ave, Orland Park, IL 60462. kpekau@orlandpark.org

9. Disclosure.

Oxcart and the Village may notify existing and prospective customers that the Village online permit application system is provided by Oxcart.

10.Future Modifications. Based on the anticipated ongoing development of the relationship of the parties it is anticipated that it may be necessary to amend this Agreement to conform to developments. Each of the parties agree to cooperate with the other in every reasonable way in negotiating a mutually agreeable amendment of this Agreement should an amendment be necessary or advisable.

11.Nonassignment. Neither party may assign its interest in this Agreement without the prior written consent of the other party.

12.Independent Contractors. Oxcart is and shall be considered an independent contractor and neither Oxcart nor its officers, directors, agents or employees shall be deemed to be an agent, employee or joint venture partner of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture. Oxcart shall be solely responsible for the payment of salary, payroll taxes and worker's compensation insurance for its employees.

13.Survival. Notwithstanding anything in this Agreement to the contrary, the representations and indemnification obligations of the parties, the disclaimer of warranties, the limitation of liabilities, the independent contractor status and the governing law and venue provisions and this survival section shall survive any termination of this Agreement and remain binding upon the parties.

14.Governing Law. This Agreement is to be governed by and construed under the laws of the State of Illinois, excluding conflicts of law provisions. The Circuit Court of Cook County, Illinois shall have exclusive jurisdiction of any disputes arising out of this Agreement.

15. No Waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

16. Entire Agreement. Once signed by both Oxcart and the Village, the Agreement controls over any other prior agreement, written or verbal.

17. Freedom of Information Act. Oxcart understands and agrees that the Village, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 104/1 *et seq.*, (FOIA) and certain information with respect to the Service provided hereunder may be subject to disclosure in whole or in part under FOIA. Oxcart acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersign's possession and provide the requested public records to the Village within two (2) business days of the request being made by the Village. Oxcart agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or related to its failure to provide the public records to the Village under this Contract.

18. Miscellaneous. This Agreement contains the entire agreement between the parties; cannot be modified except in writing and signed by the parties; shall be binding on the parties and their legal representatives, successors, and assigns. If any provision of this Agreement is held to be invalid, then the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

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

OXCART PERMIT SYSTEMS, LLC.

THE VILLAGE OF ORLAND PARK

BY: BRYCE BAKER

BY:

TITLE: COO/MEMBER

TITLE:

DATE:

DATE:

EXHIBIT 1

Service Level Agreement

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the Village and/or Customers is unable to access the Service due to a failure of Oxcart's application.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the Village and/or Customers. Such scheduled maintenance activities are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM Central Standard Time.

Information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email within one (1) hour of submittal of the Application. Non-automated permit applications will be sent by Oxcart to the Village for review by the Village via email within four (4) hours of submission by the Customer within the Application. Upon the Village providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email within four (4) hours.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the Village's and/or Customer's networks, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- Service or availability issues related to malicious behavior by the Village or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made all reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
OXCART PERMIT SYSTEMS, LLC FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 1st day of October, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Oxcart Permit Systems (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with the issuance of permits for overweight/oversize commercial motor vehicles (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposal or Bid No. N/A, and dated November 1, 2021; and/or
- Village of Orland Park RFQ/RFP/Purchase Order No.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
- the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
- subject to a not-to-exceed amount of \$_____ (“Contract Price”)
 - (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$_____. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the

time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above.

- B. Invoices: The Consultant agrees to and shall prepare and submit: N/A
 an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 invoices for progress payments to the Village as hereinafter set forth for Services completed to date.
Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 Scope of Services as set forth in the Consultant's proposal dated November 1, 2021 (Exhibit A)
 Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 - A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than November 1, 2021 (hereinafter the “Commencement Date”), and shall be completed no later than N/A (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village’s compliance with any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village’s Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Chief Joseph P. Mitchell
Village of Orland Park
15100 Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-364-8147
Facsimile: 708-349-8622
e-mail: jmitchell@orlandpark.org

To the Contractor:

Name: Bryce Baker
Company: Oxcart Permit Systems, LLC
Address: 440 W. Colfax, Suite 2384
City, State, Zip: Palatine, IL 60078
Telephone: _____
Facsimile: _____
e-mail: pkaz@oxcartpermits.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant’s work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant’s officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant’s insurer or agent.
 - C. Within ten (10) business days after the Consultant’s receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the “incident, claim, or complaint”), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.
11. Insurance:
- A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
 - (ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

[] If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
- (vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
 - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes

liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the

Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred

from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant

is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

- 26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: _____

VILLAGE OF ORLAND PARK

By: _____
Name: _____
Its _____ and Authorized Agent

By: _____
Name: _____, Title: _____

ATTEST: _____

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Consultant's Proposal dated November 1, 2021
and/or in Village Proposal Number _____ dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

REQUEST FOR ACTION REPORT

File Number: **2021-0696**
 Orig. Department: **Recreation and Parks Department**
 File Name: **Recreation Fee Changes**

BACKGROUND:

The Sportsplex open gym/open soccer drop-in fees have not been increased since 2015. Similarly, the gym and soccer hourly rental rates were last raised in 2018.

The Civic Center, formerly operated under the provision of a Civic Center Authority, utilizes a pricing structure which is inconsistent with Recreation and Parks facility rental fees, and lacks consistency in fees assessed to non-profit rental groups.

As costs continue to increase, both operationally and in terms of goods and services, there is a need to offset expenses with modest fee adjustments, as well as to establish a consistent fee structure for the Civic Center.

SPORTSPLEX

Sportsplex Open Gym/Open Soccer Drop-in Fees with Proposed Increase:

Drop-In Gym/Soccer Fees		Current	Proposed
Resident			\$4
\$5			
Non-resident 8th Grade & Under	\$8		\$10
Non-resident Adult High School & Older	\$15	\$17	

Staff proposed the increased drop-in rates as outlined above to become effective November 1, 2021. These fee increases are expected to increase overall drop-in fee revenues 21%, to a projected total of \$132,000.

Gym Hourly Rates		Current	Proposed
Resident & Resident Organizations	\$40	\$45	
50-90% Resident		\$50	\$55
49% & below Resident		\$60	\$65

Soccer Field Hourly Rates		Current	Proposed
Resident & Resident Organizations	\$125	\$130	
50-90% Resident		\$155	\$160
49% & below Resident		\$190	\$195

Staff proposes the increased rental fees, as outlined above, to become effective November 1, 2021. The gym rental fees would also be utilized at the Sportsplex, the Franklin Loebe Center, and the Orland Park Health and Fitness Center. Fee increases are expected to increase overall rental revenues approximately 7.7%, to a projected total of \$305,205.

The proposed drop-in and rental fees were discussed and unanimously approved by the Recreation Advisory Board at the September 8, 2021 meeting.

CIVIC CENTER

The Civic Center's current and proposed rental fee structures is detailed in the attached.

The new rental structure introduces a non-profit fee and a rental fee for Orland Park businesses. It also adds a fee distinction between rentals which are resident/non-resident and Orland Park/Non-Orland Park businesses.

Staff proposes the increased rental fees, as outlined above, to become effective November 1, 2021. Fee increases are expected to increase overall rental revenues by approximately 3.5%, to a projected year-end total of *\$121,932 (*based upon current rentals, total is expected to increase by the end of fiscal year).

The proposed fee structure was discussed and approved by the Civic Center Advisory Board on September 15, 2021.

BUDGET IMPACT:

The increase in drop-in fees, hourly gym and soccer rental fees, and the change in the Civic Center fee structure will result in an overall projected revenue increase of \$48,405.

REQUESTED ACTION:

I move to recommend to the Village Board to approve increasing drop-in open gym/soccer fees for residents, non-resident youth (8th grade & under), and non-resident High School & older; and to increase gym and soccer field rentals for all rental categories, in all Recreation and Parks facilities, effective November 1, 2021; and to adopt a new fee structure for the Civic Center which introduces a non-profit fee, a fee for Orland Park businesses and adds a fee distinction between rentals which are resident/non-resident and Orland Park/Non-Orland Park businesses effective November 1, 2021.

Village of Orland Park
Civic Center Current & Proposed Rental Rates
Exhibition Room

CURRENT PRICING STRUCTURE

	MON. – THUR	FRIDAY	SATURDAY	SUNDAY
<u>Individual private events</u>	\$375 (8am-4pm) \$375 (4pm-10pm)	\$100/hr. 5 Hour Minimum	\$120/hr. 5 Hour Minimum	\$100/hr. 5 Hour Minimum
<u>Weddings & Receptions</u>	N/A	\$1895.00 10 hours – reception is for 6 hours and 4 hours is for set up and clean up	\$2195.00	\$1895.00

PROPOSED PRICING STRUCTURE

	MON. - THUR	FRIDAY	SATURDAY	SUNDAY
<u>Non-profits</u> Orland Park 501C3 Organizations Charitable/Educational Organizations Non-profit Orland Park Community Groups with 90% residency	\$150.00 (8am-4pm) \$200.00 (4pm-10pm)	\$100/hr. 5 Hour Minimum	\$120/hr. 5 Hour Minimum	\$100/hr. 5 Hour Minimum
<u>Business/Professional Organizations</u>	\$500 (8-5pm) \$300 (4 hours) +\$50 for Non-OP Bus	\$120/hr. OP Business 5 Hour Minimum +\$50 for Non OP Bus	\$120/hr. OP Business 5 Hour Minimum +\$50 for Non OP Bus	\$120/hr. OP Business 5 Hour Minimum +\$50 for Non OP Bus
<u>Residents</u>	\$375 (8am-4pm) \$375 (4pm-10pm) +\$50 for Non Res	\$100/hr. 5 Hour Minimum +\$50 for Non Res	\$120/hr. 5 Hour Minimum +\$50 for Non Res	\$100/hr. 5 Hour Minimum +\$50 for Non Res
<u>Weddings/Wedding Receptions</u>	N/A	\$1895.00 10 hours – reception is for 6 hours and 4 hours is for set up and clean up +\$50 for Non-Res	\$2195.00 +\$50 for Non-Res	\$1895.00 +\$50 for Non-Res

Village of Orland Park
Civic Center Current & Proposed Rental Rates
Annex Room

CURRENT PRICING STRUCTURE

	MON - THUR	FRIDAY	SATURDAY	SUNDAY
<u>Individual private events</u>	\$275.00 (8am-4pm) \$275.00 (4pm-10pm)	\$90/hr. 5 Hour Minimum	\$100/hr. 5 Hour Minimum	\$90/hr. 5 Hour Minimum
<u>Weddings & Receptions</u>	N/A	\$1195.00 10 hours – reception is for 6 hours and 4 hours for set up and clean up	\$1495.00	\$1195.00

PROPOSED PRICING STRUCTURE

	MON. - THUR	FRIDAY	SATURDAY	SUNDAY
<u>Non Profit & Community Outreach</u> Charitable/Educational Orland Park 501C3 Organizations Non-profit Orland Park Community Groups with 90% residency	\$125.00 (8am-4pm) \$150.00 (4pm-10pm)	\$90/hr. 5 Hour Minimum	\$100/hr. 5 Hour Minimum	\$90/hr. 5 Hour Minimum
<u>Business/Professional Organizations</u>	\$350.00 (8-5pm) \$250.00 (4 hrs.) +\$50 Non-OP Bus.	\$100/hr. 5 Hour Minimum +\$50 Non-OP Bus.	\$100/hr. OP Business 5 Hour Minimum +\$50 Non-OP Bus.	\$100/hr. OP Business 5 Hour Minimum +\$50 Non-OP Bus.
<u>Individual Private Events</u>	\$325.00 (8am-4pm) \$325.00 (4pm-10pm) +\$50 for Non Res	\$90/hr. 5 Hour Minimum +\$50 for Non Res	\$100/hr. 5 Hour Minimum +\$50 for Non Res	\$90/hr. 5 Hour Minimum +\$50 for Non Res
<u>Weddings & Receptions</u>	N/A	\$1195.00 +\$50 for Non-Res	\$1495.00 +\$50 for Non-Res	\$1195.00 +\$50 for Non-Res

REQUEST FOR ACTION REPORT

File Number: **2021-0609**
Orig. Department: **Development Services Department**
File Name: **2021 Land Development Code Amendments II**

BACKGROUND:

QUICKFACTS

Project

2021 Land Development Code Amendments II - 2021-0609

Petitioner

Development Services Department
Engineering Programs and Services Department

Purpose

The purpose of these amendments is to update and clarify the Land Development Code.

Requested Actions: Amendments to the Land Development Code

Topics

Revise Residential District Lot Coverage Bonus Applications
Revise Requirements for Bicycle Parking
Add Transparency Requirements for Storefronts
Private Maintenance of Residential Stormwater Facilities
Require the Screening of Pools on Corner Lots
Outside Storage of Trucks
Off Site Motor Vehicle Storage in the MFG District
Clarify Sign Code Language
Establish Engineering Department
Revise Guarantee for Improvement Amount
Revise Requirements for Drywells/ Stormwater Cisterns
Revise Fence Installation for Stormwater
Revise Flexible Pavement Thickness and Specification Reference
Revise Requirements for Traffic Studies
Add Driveway Slope Requirement
Revise Sanitary Sewer Requirements
Updates Relating to Storm Sewer Pipe
Prohibit Encroachments Into Easements
Update Underdrain Requirement for Dry Detention Basins
Add New Outside Agency Forms
Update Tasks Assigned to Engineering Department
Update Referenced Documents
Update References for Engineering Department Approvals to Director of Engineering

Project Attributes (Sections to be Amended)

Section 3-108
Section 5-112

Section 6-201
Section 6-202
Section 6-203
Section 6-203.5
Section 6-204
Section 6-204.5
Section 6-205
Section 6-206
Section 6-208
Section 6-211
Section 6-302
Section 6-305
Section 6-306
Section 6-307
Section 6-308
Section 6-310
Section 6-310.1
Section 6-405
Section 6-406
Section 6-407
Section 6-408
Section 6-409
Section 6-410
Section 6-411
Section 6-412
Section 6-413
Section 6-415
Section 7-101

OVERVIEW AND BACKGROUND

Proposed amendments to the Land Development Code are presented in the attached report, titled “2021 Land Development Code Amendments II - Amendment Report to the Committee of the Whole.” The report contains a narrative explanation for each amendment followed by the respective proposed Code changes. The proposed amendments are grouped by topic area.

On September 21, 2021, the proposed amendments were presented to the Plan Commission at a public hearing. This is now before the Committee of the Whole for consideration.

PLAN COMMISSION DISCUSSION

The proposed amendments to the Land Development Code were presented to the Plan Commission on September 21, 2021. No members of the public attended. Six (6) of the seven (7) members of the Commission were present; Commissioner Schussler had to leave early and participated in the discussion but was not present for the vote. Staff presented background facts related to the proposed text amendments and responded to questions during the discussion. The following is a summary of the topics discussed.

Bicycle Parking Requirements

Commissioner Schussler expressed doubts about the need for the bicycle parking quantity currently required by the code and recommended to be maintained, but clarified by the amendments. He expressed concerns that the Village is primarily served by vehicular mobility, and the required number of bicycle spaces may be too great for the current need. Staff emphasized the need for bicycle parking to facilitate incremental changes in modality even while the Village remains primarily auto-oriented in its current form. Staff described: the need to invest in alternative modes of transportation to elevate their accessibility and ease of use in tandem with the investments made in vehicular transportation infrastructure; the importance of including accommodations in current development to provide multi-

modal means of transportation so that as more residents move to the Village the vehicular travel demand can be moderated; and providing the parking facilities at businesses as destination along the existing and proposed multi-use and bike paths in the Village. Commissioner Nugent added his support for bicycle parking requirements, expounding on the vision for the Downtown Triangle and a connected spine paralleling LaGrange Road and the trends of younger people moving to the suburbs who seek the ability to reach such destinations as those proposed for the Downtown Triangle by bike. Commissioner Schussler was convinced by the arguments in support of the bicycle parking requirements and conceded his position to the contrary. At the recommendation of the Plan Commission, staff excluded townhomes specifically from requiring bicycle parking in the proposed new requirement for mixed use and residential planned developments.

Private Maintenance of Residential Stormwater Facilities

The Plan Commission discussed at length the merits of absorbing the burden of maintenance and repairs to residential stormwater facilities as a municipal service, versus ownership and maintenance falling to private property owners. Commissioners posed different existing properties as examples of times when the Village has had to step in and maintain, restore, or repair neglected facilities and bear the cost. Several commissioners expressed personal opinions that the Village should be responsible for all maintenance, retaining control of residential stormwater facilities, and charging homeowners adequately for the services rendered. Commissioner Paul inquired about how other municipalities apply similar SSAs and their successes or challenges. In response to inquiries for more clarity about the requirement for a Special Service Area (SSA), staff explained the mechanics and purposes of the dormant SSA. Commissioner Zaatar inquired how will Homeowners Associations know the intended performance criteria of the facilities they are required to maintain. Staff explained the process by which the Village requires an approved Landscape Plan and Maintenance and Monitoring that clearly define the expectations for characteristics and performance of the facilities, and are recorded on the property. Commissioner Nugent asked for clarification about the requirements for stormwater management facilities, which, staff explained, are requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) and not set by the Village. The code amendment proposed is for a mechanism to maintain the facilities when required by MWRD. Commissioner Zaatar expressed further concerns that in lieu of the burden of maintaining all stormwater ponds, the Village will substitute new responsibilities of maintaining the existing ponds, policing the privately owned ponds, and administering a rebate program for homeowners who may apply for a tax credit when they are maintaining their own ponds. While expressing their opinions and conducting a robust conversation around the topic, ultimately the Plan Commission recognized that private ownership of residential stormwater facilities is the desired direction of the Village.

Outside Storage of Trucks

Commissioners inquired about how the proposed amendment to clarify and allow for limited outside storage of trucks in the MFG and ORI zoning districts will retroactively apply to existing business, and apply to other commercial zoning districts, such as BIZ and COR. Staff explained that currently, the Code is very restrictive that any truck must be parked in a loading dock or inside a structure, thereby limiting many businesses. The proposed amendment is to provide more clarity and allow the described truck parking, without being classified as outside storage, in the MFG and ORI districts. Staff further explained that the Code is not retroactively applied to existing businesses, but applied as new businesses come in or changes are made to a site. As per zoning law, legally non-conforming uses are allowed to continue until such a time that the use is no longer active and the site must then be brought into compliance with the current code.

Screening of Pools on Corner Lots

Similar to the conversation about the Outside Storage of Trucks, staff responded to commissioners' concerns by explaining that the revised Code would not be retroactively applied to existing properties, but applied going forward and any existing properties would be required to come into compliance over time as they seek to alter their property.

Maximum Driveway Slope

The commissioners expressed some concerns that the maximum apron and driveway slope may be too

limiting to existing driveways in the Village, or on sites with challenging topography. In response, staff agreed to look more closely at the language and explore provisions that provide for more leeway on existing properties. As a result, text has been added giving discretion to the Director of Engineering to approve driveway slopes greater than 8%.

Overall, the Plan Commission was in support of the proposed revisions to the Land Development Code.

Commissioner Zomparelli motioned to amend the motion to not require bike racks on a townhouse development. The amendment to the motion was approved by a vote of 4-1. The motion to recommend approval was then approved by a vote of 5-0.

Plan Commission Motion

I move to accept as findings of fact of this Plan Commission the findings of fact set forth in this staff report, dated August 31, 2021, and as discussed here today.

And

I move to amend the motion to not require bicycle racks on a townhouse development.

And

I move to recommend to the Village Board of Trustees to approve the Land Development Code amendments for **Section 3-108, Section 5-112, Section 6-201, Section 6-202, Section 6-203, Section 6-203.5, Section 6-204, Section 6-204.5, Section 6-205, Section 6-206, Section 6-208, Section 6-211, Section 6-302, Section 6-305, Section 6-306, Section 6-307, Section 6-308, Section 6-310, Section 6-310.1, Section 6-405, Section 6-406, Section 6-407, Section 6-408, Section 6-409, Section 6-410, Section 6-411, Section 6-412, Section 6-413, Section 6-415, and Section 7-101**, as presented in the attached Amendment Report titled "2021 Land Development Code Amendments II - Amendment Report to the Plan Commission" and associated exhibits, prepared by the Development Services Department and Engineering Programs and Services Department, and dated August 31, 2021, with the following condition:

1. Revise the proposed amendment to Section 6-409.H.4, related to Private Maintenance of Residential Stormwater Facilities, as presented by Development Services staff:

"Subdivisions containing two or more lots shall establish a Homeowners' Association or similar governing body which shall be responsible for all maintenance, repair, and/or replacement of the stormwater management system, including but not limited to: detention ponds, green infrastructure, and related storm water management facilities located on and serving the private property. The property owners shall establish a dormant Special Service Area (SSA), including all properties that benefit from the storm water management facilities. The purpose of the dormant SSA is to fund the Village of Orland Park's costs of maintaining, repairing and/or replacing the storm water management facilities located in the subject property in the event that the Homeowners' Association or the owners of the property fail to maintain, repair and/or replace said storm water management facilities as required."

BUDGET IMPACT:

REQUESTED ACTION:

I move to recommend to the Board of Trustees to approve the Land Development Code amendments, as fully referenced below.

FOR REFERENCE ONLY, NOT NECESSARY TO BE READ

I move to approve the Land Development Code amendments for **Section 3-108, Section 5-112, Section**

6-201, Section 6-202, Section 6-203, Section 6-203.5, Section 6-204, Section 6-204.5, Section 6-205, Section 6-206, Section 6-208, Section 6-211, Section 6-302, Section 6-305, Section 6-306, Section 6-307, Section 6-308 , Section 6-310, Section 6-310.1, Section 6-405, Section 6-406, Section 6-407, Section 6-408, Section 6-409, Section 6-410, Section 6-411, Section 6-412, Section 6-413, Section 6-415, and Section 7-101, as presented in the attached Amendment Report titled “2021 Land Development Code Amendments II - Amendment Report to the Board of Trustees,” prepared by the Development Services Department and Engineering Programs and Services Department, and dated September 22, 2021.

2021 LAND DEVELOPMENT CODE AMENDMENTS II

Amendment Report to the Committee of the Whole

September 22, 2021

Prepared by: Development Services Department and Engineering Department

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KEY

- Text with ~~strikethrough~~ to be deleted.
- Text in **red and bolded** to be added.
- Text in *bold blue italics* to be moved from one section of the Code to a new location.

SUBSTANTIVE AMENDMENT: REVISE RESIDENTIAL DISTRICT LOT COVERAGE BONUS APPLICATIONS

AMENDMENT SUMMARY

SECTION 6-201.F

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

SECTION 6-202.F

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

SECTION 6-203.F

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

SECTION 6-203.5.F

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

SECTION 6-204.F

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

SECTION 6-204.5.F

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

SECTION 6-205.F

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

SECTION 6-206.G

- Revise lot coverage grades requirements to simplify methods for achieving higher lot coverage.

AMENDMENT EXPLANATION

The existing code allows for three tiers of lot coverage in residential zoning districts. The “Plus” and “Premium” tiers provide methods for achieving higher lot coverage through implementing BMPs to reduce overall site run-off. These strategies present a lot of confusion to homeowners looking to increase their coverage on existing lots and new development. The proposed simplification will provide a menu of easily applied options to increase lot coverage by minimizing impact on public stormwater utilities. The proposed revisions do not change to total lot coverage currently allowed by the Code.

PROPOSED AMENDMENT TEXT

SECTION 6-201.F – E-1 RESIDENTIAL

F. ~~Lot Coverage. There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements.~~

~~1. Base. Allows up to twenty percent (20%) lot coverage by right for the principal structures, and pavement, plus an additional 5% for an accessory structure. A minimum of seventy-five percent (75%) of the lot shall be green space.~~

- ~~2. **Plus.** Allows an additional five percent (5%) from base lot coverage by permit. Seventy percent (70%) of the lot shall be green space. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:

 - ~~a. A rain sensor system for lawn irrigation (if applicable);~~
 - ~~b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
 - ~~c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.~~~~
- ~~3. **Premium.** Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of sixty-five percent (65%) of the lot shall be green space. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:

 - ~~a. A rain sensor system for lawn irrigation (if applicable);~~
 - ~~b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;~~
 - ~~c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1 inch (50% impervious area x 1 inch);~~
 - ~~d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
 - ~~e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~~~
- ~~4. **Special.** Allows up to seventy percent (70%) lot coverage by right to non-residential land uses. A minimum of thirty percent (30%) of the lot shall be green space.~~

F. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.
 - a. The base lot coverage allowed by right is not to exceed twenty-five percent (25%) for the principal structures, pavement, and accessory structures.
 - b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed thirty-five percent (35%).
 1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.
 2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.
 3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.
 4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.
2. Non-residential land uses are allowed up to seventy percent (70%) impervious lot coverage by right.

SECTION 6-202.F – R-1 RESIDENTIAL

~~—F. **Lot Coverage.** There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements.~~

~~—1. **Base.** Allows up to thirty percent (30%) lot coverage by right for the principal structures and pavement, plus an additional 5% for an accessory structure. A minimum of sixty-five percent (65%) of the lot shall be green space.~~

~~—2. **Plus.** Allows an additional five percent (5%) from base lot coverage by permit. A minimum of sixty percent (60%) of the lot shall be green space. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:~~

~~— a. A rain sensor system for lawn irrigation (if applicable);~~

~~— b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~

~~— c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.~~

~~—3. **Premium.** Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of fifty-five percent (55%) of the lot shall be green space. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:~~

~~— a. A rain sensor system for lawn irrigation (if applicable);~~

~~— b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;~~

~~— c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1-inch (50% impervious area x 1inch);~~

~~— d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~

~~— e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~

~~—4. **Special.** Allows up to seventy percent (70%) lot coverage by right to non-residential land uses. A minimum of thirty percent (30%) of the lot shall be green space.~~

F. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.

a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%) for the principal structures, pavement, and accessory structures.

b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).

1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.
3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.
4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

2. Non-residential land uses are allowed up to seventy percent (70%) impervious lot coverage by right.

SECTION 6-203.F – R-2 RESIDENTIAL

~~F. **Lot Coverage.** There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements:~~

- ~~1. **Base.** Allows up to thirty percent (30%) lot coverage by right for the principal structures and pavement, plus an additional 5% for an accessory structure. A minimum of sixty-five percent (65%) of the lot shall be green space. An additional 3% lot coverage allowance is provided for single family homes with side-loaded garages (38% by right/ 62% green space).~~
- ~~2. **Plus.** Allows an additional five percent (5%) from base lot coverage by permit. A minimum of sixty percent (60%) of the lot shall be green space. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:

 - ~~a. A rain sensor system for lawn irrigation (if applicable);~~
 - ~~b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
 - ~~c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.~~~~
- ~~3. **Premium.** Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of fifty-five percent (55%) of the lot shall be green space. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:

 - ~~a. A rain sensor system for lawn irrigation (if applicable);~~
 - ~~b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;~~
 - ~~c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1-inch (50% impervious area x 1inch);~~
 - ~~d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
 - ~~e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~~~
- ~~4. **Special.** Allows up to seventy percent (70%) lot coverage by right to non-residential land uses. A minimum of thirty percent (30%) of the lot shall be green space.~~

F. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.
 - a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%) for the principal structures, pavement, and accessory structures.
 1. An additional 3% impervious lot coverage is allowed for single family homes with side-loaded garages.
 - b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).
 1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.
 2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.
 3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.
 4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.
2. Non-residential land uses are allowed up to seventy percent (70%) impervious lot coverage by right.

SECTION 6-203.5.F – R-2A RESIDENTIAL

~~F. **Lot Coverage.** There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements.~~

- ~~1. **Base.** Allows up to thirty percent (30%) lot coverage by right for the principal structures and pavement, plus an additional 5% for an accessory structure. A minimum of sixty-five percent (65%) of the lot shall be green space. An additional 3% lot coverage allowance is provided for single family homes with side-loaded garages (38% by right/ 62% green space).~~
- ~~2. **Plus.** Allows an additional five percent (5%) from base lot coverage by permit. A minimum of sixty percent (60%) of the lot shall be green space. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:
 - ~~a. A rain sensor system for lawn irrigation (if applicable);~~
 - ~~b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
 - ~~c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.~~~~
- ~~3. **Premium.** Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of fifty-five percent (55%) of the lot shall be green space. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:
 - ~~a. A rain sensor system for lawn irrigation (if applicable);~~~~

- ~~— b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;~~
- ~~— c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1-inch (50% impervious area x 1inch);~~
- ~~— d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
- ~~— e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~
- ~~— 4. **Special.** Allows up to seventy percent (70%) lot coverage by right to non-residential land uses. A minimum of thirty percent (30%) of the lot shall be green space.~~

F. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.
 - a. The base lot coverage allowed by right is not to exceed thirty-five percent (35%) for the principal structures, pavement, and accessory structures.
 1. An additional 3% impervious lot coverage is allowed for single family homes with side-loaded garages.
 - b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed forty-five percent (45%).
 1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.
 2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.
 3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.
 4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.
2. Non-residential land uses are allowed up to seventy percent (70%) impervious lot coverage by right.

SECTION 6-204.F – R-3 RESIDENTIAL

~~F. **Lot Coverage.** There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements.~~

- ~~— 1. **Base.** Allows up to thirty-five percent (35%) lot coverage by right for the principal structures and pavement, plus an additional 5% for an accessory structure. A minimum of sixty percent (60%) of the lot shall be green space. An additional 3% lot coverage allowance is provided for single family homes with side-loaded garages (43% by right /57% green space).~~

~~2. **Plus.** Allows an additional five percent (5%) from base lot coverage by permit. A minimum of fifty-five percent (55%) of the lot shall be green space. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:~~

- ~~—— a. A rain sensor system for lawn irrigation (if applicable);~~
- ~~—— b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
- ~~—— c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.~~

~~3. **Premium.** Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of fifty percent (50%) of the lot shall be green space. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:~~

- ~~—— a. A rain sensor system for lawn irrigation (if applicable);~~
- ~~—— b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;~~
- ~~—— c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1-inch (50% impervious area x 1-inch);~~
- ~~—— d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
- ~~—— e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~

~~4. **Special.** Allows seventy percent (70%) lot coverage by right to non-residential land uses. A minimum of thirty percent (30%) of the lot shall be green space.~~

F. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.

a. The base lot coverage allowed by right is not to exceed forty percent (40%) for the principal structures, pavement, and accessory structures.

1. An additional 3% impervious lot coverage is allowed for single family homes with side-loaded garages.

b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).

1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

2. Non-residential land uses are allowed up to seventy percent (70%) impervious lot coverage by right.

SECTION 6-204.5.F – R-3A RESIDENTIAL

~~F. **Lot Coverage.** There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements:~~

~~1. **Base.** Allows up to thirty-five percent (35%) lot coverage by right for the principal structures and pavement, plus an additional 5% for an accessory structure. A minimum of sixty percent (60%) of the lot shall be green space. An additional 3% lot coverage allowance is provided for single family homes with side-loaded garages (43% by right /57% green space):~~

~~2. **Plus.** Allows an additional five percent (5%) from base lot coverage by permit. Fifty-five percent (55%) of the lot shall be green space. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:~~

~~a. A rain sensor system for lawn irrigation (if applicable);~~

~~b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~

~~c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.~~

~~3. **Premium.** Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of fifty percent (50%) of the lot shall be green space. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:~~

~~a. A rain sensor system for lawn irrigation (if applicable);~~

~~b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;~~

~~c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1 inch (50% impervious area x 1 inch);~~

~~d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~

~~e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~

~~4. **Special.** Allows seventy percent (70%) lot coverage by right to non-residential land uses. Thirty percent (30%) of the lot shall be green space.~~

F. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.

a. The base lot coverage allowed by right is not to exceed forty percent (40%) for the principal structures, pavement, and accessory structures.

1. An additional 3% impervious lot coverage is allowed for single family homes with side-loaded garages.

b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty percent (50%).

1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.
2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.
3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.
4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

2. Non-residential land uses are allowed up to seventy percent (70%) impervious lot coverage by right.

SECTION 6-205.F – R-4 RESIDENTIAL

F. ~~Lot Coverage.~~ There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements:

— 1. ~~Base.~~ Allows up to forty percent (40%) lot coverage by right for the principal structures and pavement, plus an additional 5% for an accessory structure. A minimum of fifty-five percent (55%) of the lot shall be green space. For single family attached and multi-family residential uses, sixty percent (60%) lot coverage is allowed by right. A minimum of forty percent (40%) of such lots shall be green space.

— 2. ~~Plus.~~ Allows an additional five percent (5%) from base lot coverage by permit. A minimum of fifty percent (50%) of the lot shall be green space. For single family attached and multi-family residential uses, Plus grade is not an option. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:

— a. A rain sensor system for lawn irrigation (if applicable);

— b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));

— c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.

— 3. ~~Premium.~~ Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of forty-five percent (45%) of the lot shall be green space. For single family attached and multi-family residential uses, Premium grade is not an option. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:

— a. A rain sensor system for lawn irrigation (if applicable);

— b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;

— c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1-inch (50% impervious area x 1inch);

— d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));

~~— e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~

~~— 4. **Special.** Allows up to seventy percent (70%) lot coverage by right to non-residential land uses. A minimum of thirty percent (30%) of the lot shall be green space.~~

F. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.

a. The base lot coverage allowed by right is not to exceed forty-five percent (45%) for the principal structures, pavement, and accessory structures.

1. An additional 3% impervious lot coverage is allowed for single family homes with side-loaded garages.

2. For single family attached and multi-family residential uses, sixty percent (60%) lot coverage is allowed by right.

b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed fifty-five percent (55%).

1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.

2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.

3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.

4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.

2. Non-residential land uses are allowed up to seventy percent (70%) impervious lot coverage by right.

SECTION 6-206.G – RSB RESIDENTIAL AND SUPPORTING BUSINESS

~~G. **Lot Coverage.** There are three (3) grades of residential lot coverage: Base, Plus, and Premium. A fourth grade, Special, is reserved for non-residential uses such as places of worship and/or institutional uses. The following regulations shall permit lots to move between grades to increase or decrease lot coverage at will so long as they meet the following performance criteria associated with each grade. Lot coverage includes the area of a lot covered by building, pavement, storm water storage, and other impervious elements.~~

~~— 1. **Base.** Allows up to sixty percent (60%) lot coverage by right for the principal structures and pavement, plus an additional 5% for an accessory structure. A minimum of thirty-five percent (35%) of the lot shall be green space.~~

~~— 2. **Plus.** Allows an additional five percent (5%) from base lot coverage by permit. A minimum of thirty percent (30%) of the lot shall be green space. A lot shall be permitted at Plus grade when it can demonstrate the permanent installation of one of the following:~~

~~— a. A rain sensor system for lawn irrigation (if applicable);~~

~~— b. Five percent (5%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~

~~— c. Five percent (5%) impervious pavement reduction and replacement with approved pervious pavement surface area.~~

~~3. **Premium.** Allows an additional ten percent (10%) from base lot coverage by permit. A minimum of twenty-five percent (25%) of the lot shall be green space. A lot shall be permitted at Premium grade when it can demonstrate the permanent installation of at least two of the following:~~

- ~~a. A rain sensor system for lawn irrigation (if applicable);~~
 - ~~b. The installation of one type of renewable energy system that supplements at least 10% of household power consumption and installed in compliance with Section [6-314](#) of these regulations;~~
 - ~~c. One (1) dry well per Section [6-302.H.1.k](#) of these regulations that can capture at least 50% of site storm water generation. The capacity of dry well shall be at least 50% of impervious area times 1-inch (50% impervious area x 1inch);~~
 - ~~d. Ten percent (10%) turf grass reduction and replacement with an equal percentage in rain garden area or naturalized landscape area (see Section [6-305.F.2.c](#));~~
 - ~~e. Ten percent (10%) pavement reduction and replacement with approved pervious pavement surface area.~~
- ~~4. **Special.** Allows eighty percent (80%) lot coverage by right to non-residential land uses and mixed uses. Twenty percent (20%) of the lot shall be green space.~~

G. Lot Coverage. Lot coverage is the measure of impervious area on a property including the area of the building(s), pavement, stormwater storage, and other impervious surfaces. All areas not included in the impervious lot coverage shall be green space.

1. Residential lot coverage regulations are designed to provide a range of impervious lot coverage, when demonstrating compliance with performance criteria.
 - a. The base lot coverage allowed by right is not to exceed sixty-five percent (65%) for the principal structures, pavement, and accessory structures.
 - b. Additional impervious lot coverage may be earned through permanent installation of Best Management Practices (BMP), as approved by Development Services. Total lot coverage shall not exceed seventy-five percent (75%).
 1. For each square foot of permeable pavers installed in lieu of impervious paving, earn an additional 0.5 sf of lot coverage.
 2. For each square foot of naturalized landscaping installed in lieu of turf grass, earn an additional 1.0 sf of lot coverage.
 3. For each gallon of water detained in a rain barrel, dry well, or rain garden earn an additional 1.5 sf of lot coverage.
 4. All BMP must meet the installation and performance requirements of the Code; must be documented on a site plan; and must be maintained by the property owner.
2. Non-residential land uses are allowed up to eight percent 80% impervious lot coverage by right.

SUBSTANTIVE AMENDMENT: REVISE REQUIREMENTS FOR BICYCLE PARKING

AMENDMENT SUMMARY

SECTION 6-306.H

- Revise language for bicycle parking quantities to simplify the Code.
- Revise bicycle rack requirements to include two-points of contact to prevent the bike from tipping over and provide multiple points of locking both the frame and one or both wheels.
- Add preferred design types.
- Add criteria for locating a portion of bicycle parking within 50' of a building entrance.
- Add requirement for bicycle parking for mixed use and residential planned developments.

AMENDMENT EXPLANATION

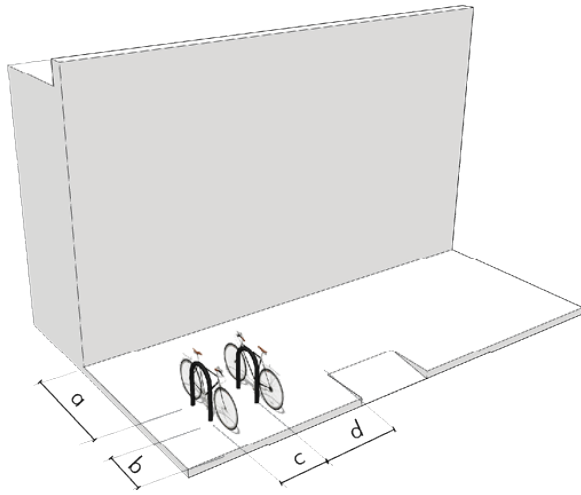
The most common bike rack proposed by developers is the wave or undulating bike rack. In practice, this design does not accommodate all types of bikes; and 50% of the spaces do not support the frame and the wheel, and limit locking capacity. Staff recommends the proposed requirements to address the basic elements of good bicycle parking and bring the Code into alignment with industry standards for best practices.

PROPOSED AMENDMENT TEXT

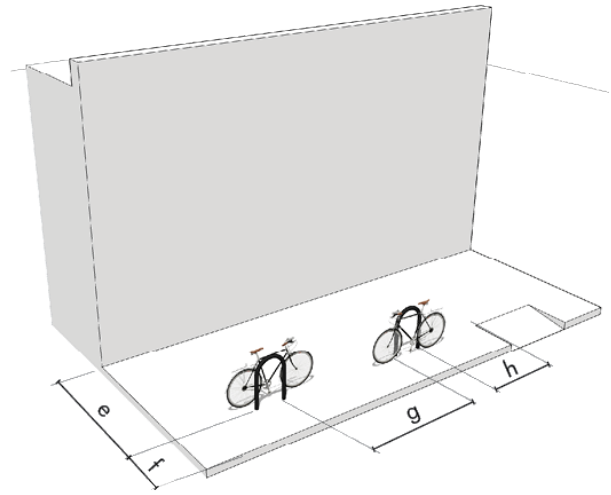
SECTION 6-306.H

H. Bicycle Parking.

1. All nonresidential uses containing ten (10) or more automobile parking spaces shall provide bicycle parking facilities at the rate of ~~three (3) bicycle parking spaces for the first thirty (30) automobile parking spaces provided and one (1) additional bicycle parking space for each ten (10) additional automobile parking spaces provided, up to a maximum of thirty (30) bicycle parking spaces.~~ **Mixed use and residential planned developments, except for townhomes, shall provide one (1) bicycle parking space for every ten (10) residential units, or as approved by Development Services.**
2. Bicycle racks shall be ~~installed to support the frame of the bicycle and not just the wheel.~~ **securely anchored to the ground.**
3. **Bicycle racks shall support the bicycle in at least two places, preventing it from tipping over, and shall provide multiple points of locking to secure both the frame and one or both wheels. Bicycle racks shall accommodate a variety of bicycle types and sizes. The inverted-U or post and ring style racks are preferred.**
4. **A minimum of 25% of required bicycle parking spaces shall be provided no more than 50' from the entrance to the user it is serving, and clearly visible.**
5. **Bicycle racks shall be installed in conformance with the minimum spacing requirements shown in Figure 6-306.H.1.**



- a. 7'-0" minimum from interior edge of sidewalk.
- b. 3'-0" minimum from rack to back of curb.
- c. 3'-0" minimum between centerline of racks.
- d. 5'-0" minimum from centerline of rack to other site elements.



- e. 5'-0" minimum from interior edge of sidewalk.
- f. 3'-0" minimum from rack to back of curb.
- g. 0'-0" minimum between racks.
- h. 5'-0" minimum from rack to other site elements.

Figure 6-306.H.1

SUBSTANTIVE AMENDMENTS: ADD TRANSPARENCY REQUIREMENTS FOR STOREFRONTS

AMENDMENT SUMMARY

SECTION 6-308

- Add transparency requirements for commercial storefronts.

AMENDMENT EXPLANATION

Development Services has encountered a number of proposed tenant fit-out designs that cover over storefront windows with opaque film or shadowboxes. This results in tenant spaces that lack transparency and create blank facades along commercial corridors in the Village. Increasingly as we implement the Code requirements to place buildings closer to the street -without parking in front- we see buildings with multiple fronts. The proposed amendment is to ensure that building facades fronting public streets uphold the same quality of design and convey business activities as much as the fronts facing the parking lots serving the businesses. Currently, the Code requires minimum transparency in the Village Center District only.

PROPOSED AMENDMENT TEXT

SECTION 6-308.F

16. Unless otherwise approved by Development Services, ground level storefront elevations facing a public right-of-way or parking lot serving the business shall:

- Maintain no less than 65% transparent glass in the area measured from 2'-6" above interior finished floor to 8'-0" above interior finished floor along elevations. Areas of transparency shall provide a minimum visibility of 5' into the interior during business hours.**
- Discreetly blend areas of opaque storefront with the building materials and architecture.**
- Provide back-of-house doors with the same design standard as pedestrian entrances.**

SUBSTANTIVE AMENDMENT: PRIVATE MAINTENANCE OF RESIDENTIAL STORMWATER FACILITIES

AMENDMENT SUMMARY

SECTION 6-409

- Modify the requirements for maintenance of stormwater ponds and infrastructure to require that maintenance be the sole responsibility of the property owners within the subdivision.
- Add a requirement that the developer establish a dormant Special Service Area to be activated in the event that the property owners failed to maintain the stormwater pond or infrastructure and the maintenance work must be conducted by the Village.

AMENDMENT EXPLANATION

The Land Development Code provides regulations for subdivision development including requirements for construction of infrastructure for all lots within the subdivision. The developer of the subdivision is responsible for the construction of infrastructure which typically includes streets, sidewalks, water and sanitary sewer mains, street lights, parkway landscaping, and stormwater management systems. With the exception of stormwater management, all such infrastructure is typically located in the public right of way and becomes the responsibility of the Village after construction is complete. Stormwater management facilities are typically located on private property in easements or commonly owned outlots.

In the past, the Village of Orland Park has required commercial developments to be responsible for maintenance of stormwater management facilities. However, the Village has taken responsibility for maintenance of residential stormwater facilities. Maintenance of such stormwater facilities is a significant burden on Village resources. In that such facilities primarily serve the residents within the subdivision, it has been suggested that the Village require said property owners to maintain stormwater management facilities located on private property. This is a typical practice that many other local governments required in the Chicagoland area.

As an additional measure to ensure the continued maintenance of private stormwater facilities, the amendment also includes a requirement that the developer establish a Special Service Area (SSA) that includes all properties in the subdivision. The SSA would remain dormant unless and until it is needed by the Village to cover costs incurred when the private property owners fail to maintain the stormwater facilities. In other words, if the homeowners fail to perform proper maintenance, the Village could unilaterally enact the SSA which allows the Village to collect revenue from the property owners to cover costs for maintenance.

PROPOSED AMENDMENT TEXT

SECTION 6-409 – STORM SEWERS AND STORM WATER DETENTION

H. Acceptance of Storm Sewers and Storm Water Detention.

1. Once the storm sewer system has been completed according to the specifications set forth in this Section, the Director of Engineering shall, upon the request of the developer, inspect the system and prepare a list of items for repair (punch list). The list shall be given or sent to the developer and when repairs have been made, the Director of Engineering shall ~~accept~~ **approve** the system for operational use only. During the time after the ~~acceptance~~ **approval** by the Director of Engineering, the developer shall be responsible for any delinquencies incurred within the system, including but not limited to siltation within the pipe, manholes and inlets, adjustment to manhole frames and leaking joints. Upon reaching approximately eighty (80) percent development of building construction, the Director of Engineering will re-inspect the storm sewer system for any

- delinquencies which may have occurred and prepare a list of items for repair. The list shall be given or sent to the developer and when the repairs have been made to the satisfaction of the Director of Engineering, the Director shall ~~accept~~ **approve** the system ~~for the Village.~~
2. All construction shall meet the requirements of the Metropolitan Water Reclamation District of Greater Chicago prior to the approval by the Director of Engineering.
 3. Maintenance of stormwater drainage facilities located on private property shall be the responsibility of the owner of that property **in the case of a single lot development and the combined responsibility of the property owners for developments with more than one lot.** Before a permit is obtained from the Village, the applicant shall execute a maintenance agreement with the guaranteeing that the applicant and all future owners of the ~~property~~ **propert(ies)** will maintain its stormwater drainage system. The maintenance agreement shall also specifically authorize representatives of the Village to enter onto the property for the purpose of inspections and maintenance of the drainage system. Such agreement shall be recorded with the Recorder of Deeds of Cook and/or Will Counties in Illinois **as applicable.** The maintenance agreement shall include a schedule for regular maintenance of each aspect of the property's stormwater drainage system and shall provide for access to the system for inspection by authorized personnel of the Village. The maintenance agreement shall also stipulate that if the Village ~~notify~~ **notifies** the property owner(s) in writing of maintenance problems which require correction, the property owner(s) shall make such corrections within 30 (thirty) calendar days of such notification. If the corrections are not made within this time period, the Village may have the necessary work completed and assess the cost to the property owner(s).
 4. **Subdivisions containing two or more lots shall establish a Homeowners' Association or similar governing body which shall be responsible for all maintenance, repair, and/or replacement of the stormwater management system, including but not limited to: detention ponds, green infrastructure, and related storm water management facilities located on and serving the private property. The property owners shall establish a dormant Special Service Area (SSA), including all properties that benefit from the storm water management facilities. The purpose of the dormant SSA is to fund the Village of Orland Park's costs of maintaining, repairing and/or replacing the storm water management facilities located in the subject property in the event that the Homeowners' Association or the owners of the property fail to maintain, repair and/or replace said storm water management facilities as required."** ~~The Village has the option of requiring a bond to be filed by the property owner for maintenance of the stormwater drainage system.~~

SUBSTANTIVE AMENDMENTS: REQUIRE THE SCREENING OF POOLS ON CORNER LOTS

AMENDMENT SUMMARY

SECTION 6-302

- Language added to reflect other Sections of the Land Development Code which allow for in-ground pools being located in the side yard.
- Language added to clearly delineate between location requirements for in-ground and above-ground pools.
- Language added for the proposed requirements of screening above-ground and in-ground pools located on corner lots from view from the adjacent public right-of-way.
- Detached Accessory Structures table updated to include for the conditional allowance of pools in the side yard.

SECTION 6-310

- Language added to provide fence requirements surrounding pools located on corner lots for the purpose of screening said pool from public right-of-ways.

SECTION 6-310.1

- Section 6-310.A.1.b.2 is reorganized to clearly separate requirements for above-ground and in-ground pools.
- Language is added to require the screening of above-ground pools on corner lots via a six-foot tall opaque fence.

AMENDMENT EXPLANATION

The Land Development Code currently does not require the screening of pools when visible from an adjacent public right-of-way. It does prescribe requirements for fences and barriers for the protection of the public. On occasion, compliant pools have been reported to appear unsightly when located on a corner lot. On corner lots, the side and rear yard will inherently be adjacent to a public right-of-way, and as such, pools are clearly visible from the adjacent streets. The proposed amendment will require fully screening pools from view when located on a corner lot. In addition, the subsection pertaining to Location and Setbacks has been reorganized to specifically address above-ground and in-ground pools separately.

PROPOSED AMENDMENT TEXT

SECTION 6-302 - ACCESSORY STRUCTURES AND USES.

- A. Permitted Accessory Structures and Uses.
Table 6-302.C.1(B) – Detached Accessory Structures

Permitted Structures P = Permitted PC = Permitted with Conditions NP = Not permitted	Residential Zoning Districts					Mixed Use Zoning Districts					Non-Residential Zoning Districts			Setbacks Permitted F = Front S = Side R = Rear * = specific limits	Specific Standards See Section:	
	E-1	R-1	R-2 & R-2A	R-3 & R-3A	R-4	LSPD	OOH	COR	ORI	VCD	RSB	BIZ	MFG			OL
Swimming Pools	PC	PC	PC	PC	PC	PC	PC	PC	PC	NP	PC	NP	NP	PC	S* , R*	6-302.C.39 6-310.1

39. Swimming Pools: See Section 6-310.1 Swimming Pools. **Above-ground pools may be permitted in rear setbacks. In-ground pools may be permitted in either the side or rear setbacks. On corner lots, additional screening requirements are applicable when the pool is located in the side or rear yard that directly abuts a public right-of-way. Refer to Section 6-310.1 of the Land Development Code for screening requirements. Pools are not permitted within** ~~May be permitted in rear setbacks in all districts except the BIZ General Business District, Village Center District and the MFG Manufacturing District., and~~ **Pools** must be at least ten (10) feet from the side and rear lot line.

SECTION 6-310 - FENCES

H. Swimming Pool Barrier/Fences.

Fences surrounding swimming pools, spas or other outdoor accessory structures that contain water shall be at least five (5) feet in height. (See Section 2-102 Definitions "Swimming Pools" and Section 6-310.1 Swimming Pools). **When pools are located on corner lots, and in a side or rear yard that abuts an adjacent public right-of-way, said pools shall be entirely screened from view via a six (6) foot tall opaque fence.**

SECTION 6-310.1 - SWIMMING POOLS

A. Swimming Pools.

1. General Permit, Plan and Site Requirements

- a. Permit(s)
- b. Plans and Specifications
 1. Survey and Site Plan
 2. Location and Setbacks

~~Swimming pools shall be allowed in rear and side yards only with a minimum of ten (10) feet from side and rear lot lines. Pools placed within a side yard shall not be located within twenty (25) feet of a front yard. If any part of the pool structure, pool deck or required pool fencing encroaches on a recorded easement and damage results when the easement is used for its stated purposes, then repair of said damage is the sole responsibility of the homeowner. Pools shall conform to the following conditions:~~

- ~~a. Pools within a side yard shall not be located within twenty (25) feet of a building front yard setback.~~
- ~~b. No part of the pool shall be allowed within the minimum required side yard building setback of each zoning district.~~
- ~~c. Exterior pools shall provide a minimum 48" clear access distance around the pool from other structures located on the lot.~~
- ~~d. Glass and glazing near a pool shall meet the requirements of the Village Building Code for glass in hazardous locations.~~
- ~~e. The maximum total lot coverage including the pool area must comply with the applicable zoning district requirement.~~
- ~~f. Swimming pool fence and barrier enclosures shall comply with Section 6-310 H of this code.~~
- ~~g. The minimum side yard set back to the edge of the pool (water) shall not be less than 10'-0".~~

a. **In-Ground Pools**

- 1. In-Ground Pools and above-ground appurtenances are permitted within the side and rear yards with a minimum of ten (10) feet from side and rear lot lines.**
- 2. Pools within a side yard shall not be located within twenty-five (25) feet of a building front yard setback.**

3. No part of the pool and above-ground appurtenances shall be allowed within the minimum required side yard building setback of each zoning district.
4. Exterior pools shall provide a minimum 48" clear access distance around the pool from other structures located on the lot.
5. Glass and glazing near a pool shall meet the requirements of the Village Building Code for glass in hazardous locations.
6. The maximum total lot coverage including the pool area must comply with the applicable zoning district requirement.
7. No portion of the swimming pool or its above-ground appurtenances shall be located within any existing easement.
8. Swimming pool fence and barrier enclosures shall comply with Section 6-310.H of this code.
9. In side and rear yards of corner lots, and in side or rear yards that are adjacent to a public right-of-way, in-ground pools shall be screened from view via a six (6) foot tall, opaque fence constructed of wood, vinyl, or masonry. Fences must abide by the rules and regulations as prescribed in Section 6-310.

b. Above-Ground Pools

1. Above-Ground Pools and above-ground appurtenances shall be allowed within the rear yard only with a minimum of ten (10) feet from side and rear lot lines.
2. Exterior pools shall provide a minimum 48" clear access distance around the pool from other structures located on the lot.
3. Glass and glazing near a pool shall meet the requirements of the Village Building Code for glass in hazardous locations.
4. The maximum total lot coverage including the pool area must comply with the applicable zoning district requirement.
5. Swimming pool fence and barrier enclosures shall comply with Section 6-310.H of this code.
6. In rear yards of corner lots, and in rear yards that are adjacent to a public right-of-way, above-ground pools shall be screened from view via a six (6) foot tall, opaque fence constructed of wood, vinyl, or masonry. Fences must abide by the rules and regulations as prescribed in Section 6-310.
7. Above-ground pools shall not be less than four (4) feet from other structures.
8. No portion of the swimming pool or its above-ground appurtenances shall be located within any existing easement.

SUBSTANTIVE AMENDMENT: **OUTSIDE STORAGE OF TRUCKS**

AMENDMENT SUMMARY

SECTION 6-208.H.2

- Add language to prohibit outside storage of larger trucks unless said storage area complies with all relevant location and screening requirements.

SECTION 6-211.I

- Add language to prohibit outside storage of larger trucks unless said storage area complies with all relevant location and screening requirements.

AMENDMENT EXPLANATION

As directed by the Plan Commission, staff prepared an amendment to the Land Development Code that prohibits outside storage of larger commercial vehicles and trucks in the MFG District unless said storage area is in full compliance with the screening and location requirements for outside storage. Current regulations allow outside storage as a permitted use "...when the storage area does not exceed fifty percent (50%) of the area of the lot, is located at the rear of the principal building, is screened on all sides, and the height of the stored materials, equipment or vehicles does not exceed the height of the screening." A new paragraph is proposed to be added to Section 6-208.H which includes the following:

- Confirmation that parking of passenger vehicles continues to be permitted subject to the off-street parking regulations in the Land Development Code.
- Confirmation that parking of trucks in designated loading zones continues to be permitted.
- Requirement that the parking or storage of trucks exceeding 19,500 pounds is subject to the location and screening requirements for outside storage (i.e. rear yard only with a surrounding 8 foot solid fence and year round landscaping that equals or exceeds the height of the trucks). Attached as **Exhibit A** is a graphic showing the types of trucks that would be subject to this restriction.

In addition to restrictions in the MFG District, staff to prepared a similar set of regulations for the ORI District. Current regulations allow outside storage as a permitted use "...when the storage area does not exceed fifty percent (25%) of the area of the lot, is located at the rear of the principal building, is screened on all sides, and the height of the stored materials, equipment or vehicles does not exceed the height of the screening." A new paragraph is proposed to be added to Section 6-208.H which includes the following:

- Confirmation that parking of passenger vehicles continues to be permitted subject to the off-street parking regulations in the Land Development Code.
- Confirmation that parking of trucks in designated loading zones continues to be permitted.
- Requirement that the parking or storage of trucks exceeding 19,500 pounds is subject to the location and screening requirements for outside storage (i.e. rear yard only with a surrounding 8 foot solid fence and year round landscaping that equals or exceeds the height of the trucks). Attached as **Exhibit A** is a graphic showing the types of trucks that would be subject to this restriction.

PROPOSED AMENDMENT TEXT

SECTION 6-208.H – MFG MANUFACTURING DISTRICT

- H. Required Conditions. All permitted and special uses in the MFG District shall meet the following conditions:
1. All production, fabricating, servicing, assembling, testing, repair, processing and outdoor storage, including all accessory uses and structures, shall be conducted wholly within an enclosed building or behind a uniform solid fence eight (8) feet in height, as provided for in Section 6-208.B.11 Permitted Uses and Section 6-310 Fences.

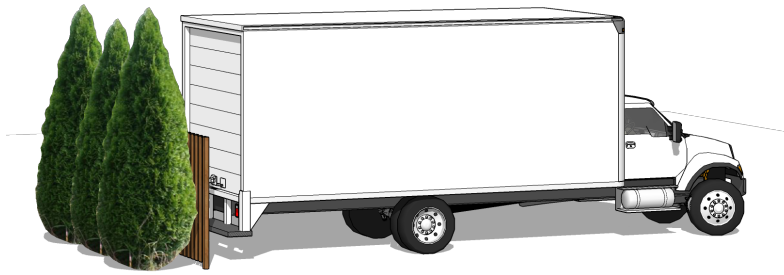


Figure 6-208.H.1

2. Outside storage of Automobiles and Commercial Vehicles and Trucks shall be prohibited except as follows:
 - a. Parking of Automobiles as permitted by the Off-Street Parking regulations in Section 6-306 herein.
 - b. Temporary parking of Commercial Vehicles and Trucks in loading areas designed and designated for such purposes and for the purpose of loading and unloading.
 - c. Parking of Commercial Vehicles or Trucks essential to the operation of a business located on the same lot and with each Commercial Vehicle or Truck not to exceed 19,500 pounds. Outside storage of such vehicles shall comply with Sections 6-208.B.12, Section 208.H.1, and Section 6-308.J unless a special use is granted as per Section 6-208.C.9 herein.

SECTION 6-211.I – ORI MIXED USE DISTRICT

- I. Outside storage of Automobiles and Commercial Vehicles and Trucks shall be prohibited except as follows:
 - a. Parking of Automobiles is permitted subject to the Off-Street Parking regulations in Section 6-306 herein.
 - b. Temporary parking of Commercial Vehicles and Trucks in loading areas designed and designated for such purposes and for the purpose of loading and unloading.
 - c. Parking of Commercial Vehicles or Trucks essential to the operation of a principal building, located on the same lot, and with each Commercial Vehicle or Truck not to exceed 19,500 pounds. Outside storage of such vehicles shall comply with Sections 6-211.B.13, Section 211.H.1, and Section 6-308.J unless a special use is granted as per Section 6-211.C.7 herein.

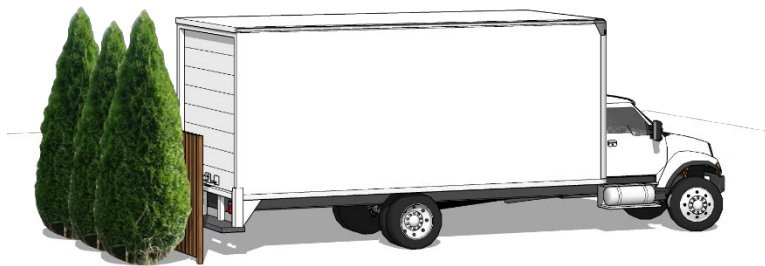
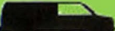
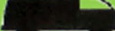
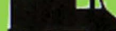

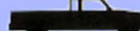







Figure 6-211.I.1

Exhibit A

Class 1 - 6,000 lbs & Less     Minivan Cargo Van SUV Pickup Truck
Class 2 - 6,001 to 10,000 lbs     Minivan Cargo Van Full-Size Pickup Step Van
Class 3 - 10,001 to 14,000 lbs     Walk-in Box Truck City Delivery Heavy-Duty Pickup
Class 4 - 14,001 to 16,000 lbs    Large Walk-in Box Truck City Delivery
Class 5 - 16,001 to 19,500 lbs    Bucket Truck Large Walk-in City Delivery
Class 6 - 19,501 to 26,000 lbs     Beverage Truck Single-Axle School Bus Rack Truck
Class 7 - 26,001 to 33,000 lbs     Refuse Furniture City Transit Bus Truck Tractor
Class 8 - 33,001 lbs & Over     Cement Truck Truck Tractor Dump Truck Sleeper

CLARIFICATION AMENDMENT: OUTSIDE STORAGE OF TRUCKS

AMENDMENT SUMMARY

SECTION 6-208.B.12

- Add cross reference to the new limitations on truck parking, and existing regulations for location and screening requirements.

SECTION 6-208.C.9

- Add cross reference to the new limitations on truck parking, and existing regulations for location and screening requirements.

SECTION 6-211.B.13

- Add cross reference to the new limitations on truck parking, and existing regulations for location and screening requirements.

SECTION 6-211.C.7

- Add cross reference to the new limitations on truck parking, and existing regulations for location and screening requirements.

SECTION 6-302.I

- Add cross reference to the new limitations on truck parking, and existing regulations for location and screening requirements to re-affirm that outside storage is also limited by District regulations.

PROPOSED AMENDMENT TEXT

SECTION 6-208 – MFG MANUFACTURING DISTRICT

B. Permitted Uses. The following uses may be established as permitted uses in the MFG District in buildings up to 50,000 square feet unless otherwise limited below, in accordance with the procedures established in Sections 5-101 through 5-104 and the conditions of subsection H of this regulation:

12. Outside Storage, when the storage area does not exceed fifty percent (50%) of the area of the lot, is located at the rear of the principal building, is screened on all sides, and the height of the stored materials, equipment or vehicles does not exceed the height of the screening. (See **also Section 6-208.H Required Conditions**, Section 6-308.J Screening and Section 6-302 Accessory Structures and Uses **for further terms and conditions**).

C. Special Uses. The following uses may be established as special uses in the MFG District, in accordance with the procedures and standards set forth in Section 5-105 and the conditions of subsection H of this regulation:

9. Outside Storage, for a storage area that does not meet the requirements of Section 6-208.B.12 or **Section 6-208.H.2**. (See **also Section 208.H**, Section 6-308.J Screening, and Section 6-302 Accessory Structures and Uses **for further terms and conditions**)

SECTION 6-211 – ORI MIXED USE DISTRICT

B. Permitted Uses. The following uses may be established as permitted uses in the ORI Mixed Use District in buildings up to 50,000 square feet unless otherwise limited below in accordance with the procedures set forth in Sections 5-101 through 5-104, provided that all other applicable regulations are met:

13. Outside Storage, when the storage area does not exceed 25% of the area of the lot, is located at the rear of the principal building, is screened on all sides, and the height of the stored materials, equipment or vehicles does not exceed the height of the screening. (See **also Section 6-211.I**)

Required Conditions, Section 6-308.J Screening and Section 6-302 Accessory Structures and Uses for further terms and conditions)

- C. Special Uses. The following uses may be established as special uses in accordance with the procedures and standards set forth in Section 5-105:
 - 7. Outside Storage, for a storage area that does not meet the requirements of Section 6-211~~08.B~~ or **Section 6-211.I**. (See Section 6-308.J Screening and Section 6-302 Accessory Structures and Uses)

SECTION 6-302 - ACCESSORY STRUCTURES AND USES

- I. Outside Storage. Outside storage, **where permitted in a specific zoning district and as specifically regulated in said district**, shall be located at the rear of the principal building. It shall be screened on all sides. Stored materials, equipment or vehicles shall not exceed the height of the screening, and shall not be visible from any adjacent streets or residential areas.

CLARIFICATION AMENDMENT: OFF SITE MOTOR VEHICLE STORAGE IN THE MFG DISTRICT

AMENDMENT SUMMARY

SECTION 6-208

- Move land use regulations for off-site motor vehicle storage located in the “Accessory Structures and Uses” and apply only to the MFG Manufacturing District to Section 6-208 MFG Manufacturing District.

SECTION 6-302.I

- Remove land use regulations for off-site motor vehicle storage located in the “Accessory Structures and Uses” and apply only to the MFG Manufacturing District from Section 6-302.I.

AMENDMENT EXPLANATION

Section 302.I of the Land Development Code provides general regulations for outside storage for all districts as well as specific provisions for off-site storage of motor vehicles in the MFG District. The regulations that are specific to the MFG District includes:

- Paragraph I.2 states that use of a property in the MFG District for the outdoor storage of vehicles essential to the operation of a business in the BIZ Business District is permitted subject to Appearance Review approval. Again, since this “permitted use” is limited to properties in the MFG District, it is recommended that the listing be relocated to the list of permitted uses in the MFG District. No substantive changes are recommended at this time.
- Paragraph I.1 requires special use approval for the storage of materials, equipment or vehicles for in the MFG District for a business located on a separate property. Since this is a very specific special use classification that applies only to the MFG District, staff is recommending relocation to the special use section of the MFG District. No substantive changes are recommended at this time.

PROPOSED AMENDMENT TEXT

Section 6-208.B - Moved from Section 6-302.I

B. Permitted Uses. The following uses may be established as permitted uses in the MFG District in buildings up to 50,000 square feet unless otherwise limited below, in accordance with the procedures established in Sections 5-101 through 5-104 and the conditions of subsection H of this regulation:

13. Outside storage of vehicles essential to the operation of a business, on land other than the lot on which the business is located, shall be considered as part of the Appearance Review process if the land is in the MFG Manufacturing District and is a lot with or without an existing primary use that is owned or leased, in full or in part, by a business establishment granted a special use for Motor Vehicle Sales or Rental or Motor Vehicle Services located within the Village’s BIZ General Business District for the purpose of the storage of new or used motor vehicle inventory with the following conditions:

- a. The vehicle storage area shall not be open to the public;*
- b. No signage shall be allowed that advertises the BIZ General Business District business establishment or contents of the vehicle storage area; and*
- c. No vehicle sales, rental, or leasing shall take place on the premises. (See Section 6-208.B and C).*
- d. Review - Landscape and engineering review fees shall be collected per Land Development Code requirements. All engineering review requirements apply. Landscape review requirements are detailed below. All project related fees shall be paid prior to appearance review approval;*
- e. Site Plan - At minimum, the following information shall be provided on proposed site plans:*
 - 1. The total number of proposed parking spaces;*

2. *The hours of operation for the facility;*
 3. *An estimate of frequency of daily ingress/egress of vehicles;*
 4. *The location of an address marker, visible from abutting frontage;*
 5. *The location of proposed vehicle storage area(s), ingress/egress points, a general parking plan for the vehicle storage area, proposed lot coverage and a description of base material to be used;*
 6. *The location of required fence. See below for fence requirements. Plans must include an elevation drawing showing proposed material, dimension, post footing and color details of the fence and entry gate;*
 7. *If an electric gate will be used, include where meter will be located, how electricity will be brought to site and any underground utility details;*
 8. *The location of all required setbacks, as outlined below in Section 6-302.1.2.f.;*
 9. *Any additional information deemed necessary by the Development Services Department for the review of a project.*
- f. Screening - A uniform, 8' tall wood or vinyl opaque fence shall be installed around the entire vehicle storage area. Vehicles shall not exceed the height of the screening. A 25' front setback shall apply to all fences abutting a public right of way. A 15' setback shall apply to all fences not abutting a public right of way;*
- g. Landscape - Parkway tree requirements per Section 6-305 apply to all projects. Foundation landscaping requirements per Section 6-305.D.5.a shall apply to all fences abutting a public right of way. One (1) ornamental tree shall be planted for every 30' of fence length not abutting a public right of way. No landscape requirements apply to the interior vehicle storage area. Submittal of a Tree Survey and Tree Mitigation Plan is required per Section 6-305.F.3.h. Tree mitigation requirements apply per Section 6-305.F.3.f.*

SECTION 6-208.C - MOVED FROM SECTION 6-302.I

C. Special Uses. The following uses may be established as special uses in the MFG District, in accordance with the procedures and standards set forth in Section 5-105 and the conditions of subsection H of this regulation:

10. *Outside storage of materials, equipment or vehicles essential to the operation of a business, on land other than the lot on which the business is located, shall be considered as a special use if the land is in the MFG Manufacturing District and is on a lot adjacent to and in possession of the same title holder of record as the lot occupied by the business for which the outside storage items are accessory.*

CLARIFICATION AMENDMENTS: CLARIFY SIGN CODE LANGUAGE

AMENDMENT SUMMARY

SECTION 6-307

- Clarify tenant frontage only applies to parking lots serving the business.
- Clarify sign face area bonus for building setback to include distance from a private right-of-way within a planned development.

AMENDMENT EXPLANATION

Based on the existing sign code language certain tenants have made the claim that they have tenant frontage along the rear of their building because they face a parking lot that serves another business. This is not allowed and the language below will clarify that the parking lot must serve the business claiming to have frontage. Language is also being added to clarify that a sign bonus can be gained due to building setback distance from a private street as well as a public right-of-way.

PROPOSED AMENDMENT TEXT

SECTION 6-307.F.3.G – PERMANENT SIGN BONUSES

a. **Bonuses for Sign Face Area for Wall/Channel Letter/Cloud Sign/Push-Thru Letters.** The following bonuses shall apply to the calculation for SFA for the aforementioned sign types. Bonuses for Tenant Gross Floor Area may apply to any valid tenant frontage. Bonuses for Building Setback from Public Right-of-Way shall only apply to signs installed on the tenant frontage(s) eligible for the bonus. **Bonuses for Building Setback from a Public Right of Way may include a private right-of-way internal to a Planned Development.** *Note: The maximum formula for SFA is 2 SF per linear foot of tenant frontage where the sign will be installed.*

SECTION 6-307.K - DEFINITIONS

3. **Frontage, Tenant:** The horizontal distance between a tenant's lease lines along a façade facing a public right-of-way, private access drive, and/or parking lot **servicing the business**. Tenant Frontage shall not include frontage along outdoor sales areas and accessory structures.

SUBSTANTIVE AMENDMENT: ESTABLISH ENGINEERING DEPARTMENT

AMENDMENT SUMMARY

SECTION 3-108 – ENGINEERING DEPARTMENT

- Create the Engineering Department and establish the jurisdiction, authority and duties that are within the department.

AMENDMENT EXPLANATION

Currently the Village Land Development code does not recognize an independent Engineering Department. This addition to the code establishes an Engineering Department and identifies the departments jurisdiction, authority and duties.

PROPOSED AMENDMENT TEXT

SECTION 3-108 – ENGINEERING DEPARTMENT

A. General. The Engineering Department shall perform the engineering functions for the Village, provide technical support and guidance for action on applications for development approval, capital improvements and perform such other functions as may be requested by the Board of Trustees, the Plan Commission, or the Village Manager. The Engineering Department shall coordinate the review of all applications for development and capital improvements with other Village departments, as appropriate.

B. Director of Engineering

1. Creation and Appointment. The Director of Engineering shall be the department head of the Engineering Department and shall be appointed by and serve at the pleasure of the Village Manager.

2. Jurisdiction, Authority and Duties. In addition to the jurisdiction, authority and duties which may be conferred upon the Director of Engineering by other ordinances, the Director of Engineering shall have the following jurisdiction, authority and duties:

a. To serve as staff to the Plan Commission and to inform such body of all facts and information at his disposal with respect to the engineering related aspects of applications for development approval or any other matters brought before it;

b. To assist the Plan Commission in the review and preparation of the Comprehensive Plan, any special area plans, the Capital Improvements Program, these regulations and proposed amendments thereto;

c. To maintain development review files and other public records related to the Department's affairs;

d. To review and approve or disapprove permits requiring engineering oversight;

e. To review, or cause to be reviewed, all applications for plat approval;

f. To render interpretations of the Comprehensive Plan;

g. To coordinate relevant local, regional, state and federal environmental and other land development and capital improvement project permitting processes affecting development in the Village;

h. To plan for and evaluate all transportation improvements for the Village, and coordinate such activities with the Department of Transportation of the State of Illinois and Cook County Department of Transportation and Highways;

- n. To establish such rules of procedure as are necessary for the administration of his/her responsibilities under these regulations; and
- o. Whenever requested to do so by the Board of Trustees with the assistance of other Village departments, to conduct or cause to be conducted surveys, investigations and studies, and to prepare or cause to be prepared such reports, maps, photographs, charts and exhibits as may be requested.

C. Engineering Review Disclaimer

a. All reviews by the Village of Orland Park Engineering Department and/or its consultants (and follow up approvals and permits that may be issued by the Village on the basis of this review) was performed solely to determine general conformance of the proposed development with the Village of Orland Park's Codes, Ordinances, Policies, Criteria and Standards and is limited to project related items under the Village's jurisdiction. The review and findings made after the review are not intended as, nor are they to be construed as a guarantee of any kind. The review does not include coordination with permits previously issued by various government agencies, field verification of existing and proposed conditions, utility information, above or below ground stormwater information, elevations, grades, topography and other information as shown on the plans and documents submitted by the Petitioner and/or its Design Professional(s). The Village staff and its consultants have not performed this review for the purpose of determining design errors or omissions and assume neither responsibility nor liability for errors and omissions in any of these submitted designs and documents. The Petitioner and its Design Professional(s) have the sole responsibility for the correct and complete representation of project information, technical details, performing/checking all design computations, dimensions, coordination of information available from other government agencies, and providing design and documents that complies with design criteria established by the Village. The Petitioner and its Design Professional(s) are responsible for completing its own reviews for technical accuracy, performing internal quality control and quality assurance reviews. The Village review does not relieve the Petitioner and its Design Professional(s) of the responsibility of preparing design and related documents that meet all Village codes, appropriate industry codes, other government agencies' requirements and best practices of related development industry. Additionally, the Petitioner and its Design Professional(s) are responsible for meeting all related design requirements, submitting permit applications with all required documents, and acquiring appropriate permits from all government agencies that may have jurisdictions over their development. These include, but are not limited to: MWRDGC, IDOT, IDNR, U.S. Army Corps of Engineers, Cook County, Will County, and FEMA. It is not intended that this review conflict or interfere with any ordinance or statute. If any discrepancies are identified between this review and any legal document, the ordinance or statute governs.

SUBSTANTIVE AMENDMENT: REVISE GUARANTEE FOR IMPROVEMENT AMOUNT

AMENDMENT SUMMARY

SECTION 5-112.E – DEVELOPMENT AND SUBDIVISION REQUIREMENTS

- Revise to align with current Village process for performance guarantees
- Update oversight and review to Director of Engineering and Engineering Department.

AMENDMENT EXPLANATION

The proposed amendment will reference the current total amount of performance guarantee required by the Village to be used for development in the Village and change the review to the Engineering Department, which performs this task, and oversight of process to the Director of Engineering.

PROPOSED AMENDMENT TEXT

SECTION 5-112.E – DEVELOPMENT AND SUBDIVISION REQUIREMENTS

E. Guarantees for Improvement Completion

2. Performance Guarantee. A performance guarantee acceptable to the Village must be provided in accordance with the provisions of this Section and shall constitute part of the final approval required by the Board of Trustees. The guarantee shall constitute an agreement signed by the applicant and the Village Manager, and approved by the Village Attorney, that guarantees the completion of all required improvements within a specified time. The agreement shall indicate the title and date of the final engineering plans reviewed by the designee of the ~~Development Services Department~~ **Engineering Department**, for the purpose of establishing the guarantee amount, and that security as provided in this section, equal to ~~125%~~ **132%** of the total projected costs of public improvements. This shall be submitted to the Village.

7. Guarantee Amount

- ~~One hundred twenty-five percent (125%) of the estimated construction cost of all public improvements, including public improvements on private property, as approved and designated by the Village Engineer;~~ **The guarantee amount required by the Village is stated under Section 5-112.7.E.2 Performance Guarantee shall include all public improvements and other improvements necessary to meet Village and other regulatory agency requirements, as approved and designated by the Director of Engineering.**

8. Reduction in Amount of Guarantee.

a. The applicant may from time to time as the public improvements are constructed, request a reduction in the amount of guarantee furnished. Said request shall be made by the applicant to the ~~Public Works Department~~ **Engineering Department** by filing the below documents. The Village Manager's Office shall provide final approval of the request for a reduction in the amount guarantee furnished.

3. An estimate by the applicant's engineer containing the following information:

- The estimated cost of construction **as defined in Section 5-112.E.7.a.** ~~of the public improvements then not completed (less sidewalks on buildable lots);~~

d. ~~Twenty-five percent (25%) of the estimated cost of sidewalks on buildable lots, not to be reduced until at least seventy-five percent (75%) of the sidewalks are completed.~~

b. ~~The Village Engineer shall submit the above documents in writing to the Public Works Department, with the exception of those documents provided in accordance with Subsection 5-112.E.3.a of this Section.~~ The ~~Public Works Department~~ **Engineering Department** shall recommend to the Village Manager's Office approval or disapproval of said request. No reduction in the guarantee furnished shall be granted which would reduce said guarantee below a sum which is referenced in 5-112.E.8.a.3.

SUBSTANTIVE AMENDMENT: REVISE REQUIREMENTS FOR DRYWELLS/ STORMWATER CISTERNS

AMENDMENT SUMMARY

SECTION 6-302.H – ACCESSORY STRUCTURES AND USES

- Revise requirements for installing a drywell or underground water cistern.

AMENDMENT EXPLANATION

The proposed amendment adds language stating the soil permeability required to install a drywell or underground water cistern. Furthermore, if that soil permeability cannot be met then the drywell or underground water cistern must connect to the Village storm water system in order for it to be allowed.

PROPOSED AMENDMENT TEXT

SECTION 6-302.H – ACCESSORY STRUCTURES AND USES

H. Storm Water Best Management Practices.

1. Best Management Practices.

k. Underground Storm Water Cistern/ Dry Well. An underground storm water cistern/ dry well is a process where storm water run-off is funneled into an underground rock-filled trench or vault, temporarily detained and infiltrated back into the surrounding soils. Dry wells can reduce the volume of storm water run-off generated by the roofs of structures, a significant source of run-off volume that enters storm drain systems (they can also potentially recharge local aquifers by diverting storm water into the soils). Dry wells should be placed near areas that accumulate standing water or receive rooftop run-off from gutter downspouts. They can be manufactured, made by filling a trench with stone and gravel, or utilize a perforated pipe made of concrete or plastic, and surrounded by gravel. **Dry wells shall have positive drainage to a Village approved system if soil infiltration is less than 0.50 inches per hour.**

SUBSTANTIVE AMENDMENT: REVISE FENCE INSTALLATION FOR STORMWATER

AMENDMENT SUMMARY

SECTION 6-310.C – FENCES

- Revise fencing installation requirements.

AMENDMENT EXPLANATION

The proposed amendment updates the code to allow for storm water drainage to flow underneath fences and, in rare cases, require open grated type fencing for larger overland flows.

PROPOSED AMENDMENT TEXT

SECTION 6-310.C. – FENCES

C. General Construction Requirements.

5. No fence shall be constructed in such a manner as to impede or alter the natural **or engineered** surface water drainage of the property upon which the fence is constructed or any adjoining property. **A fence shall be installed three inches above the ground as measured from grade to bottom of fence panel to allow for natural surface water drainage. Fences located in overland flow routes may have additional requirements pertaining to height above ground and being an open fence style in order to maintain storm water flow as determined by the Director of Engineering.**

SUBSTANTIVE AMENDMENT: REVISE FLEXIBLE PAVEMENT THICKNESS AND SPECIFICATION REFERENCE

AMENDMENT SUMMARY

SECTION 6-405.B – STREETS AND TRAFFIC SIGNALS

SECTION 6-406.C – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

- Revise pavement thickness stated and revise reference to IDOT specification.

AMENDMENT EXPLANATION

The proposed amendments updates flexible pavement thickness to current industry standards and clarifies reference to IDOT specifications.

PROPOSED AMENDMENT TEXT

SECTION 6-405.B – STREETS AND TRAFFIC SIGNALS

B. Pavements.

10. Design of Pavement Thickness.

- The following minimum structural numbers and minimum pavement thickness shall be required in the design of pavements:

FLEXIBLE AND RIGID PAVEMENTS

FLEXIBLE PAVEMENTS	THICKNESS*	
Minimum Structural Number	Binder Course	Surface
2.00 to 3.00	3 2.25"	± 1.50" ± 1.50"
3.01 to 3.99	3 1/2"	± 1.50" ± 1.50"
4.00 and greater	4"	± 1.50" ± 1.50"

RIGID PAVEMENTS**	THICKNESS***	
3.00 to 3.99	6" to 8"	
4.00 to 4.99	8" to 10"	

*Bituminous Concrete Binder and Surface Course, Class I (**See Standard Specification for Road and Bridge Construction, latest edition, from the Illinois Department of Transportation SSR & BC, Section 406**).

**Concrete pavement shall be reinforced with 6" x 6", #6 steel fabric.

***Thickness shall be rounded up to the nearest one-half (1/2) inch.

SECTION 6-406.C.2.A - SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

C. Driveway, Driveway Apron, and Parking Construction.

2. Asphalt.

- Residential driveways shall be constructed in two (2) courses and shall not be less than eight (8) inches in thickness after compaction. The crushed stone base course shall be six (6) inches in thickness and compacted until all voids are filled with finely crushed stone or sand. The asphalt surface course shall be ~~two~~ **one and one-half (21.50)** inches in thickness after compaction and

shall be constructed of bituminous plant-mix Type B-4 or B-5 conforming to the Standard Specifications for Road and Bridge Construction as prepared by the ~~Division of Highways, Department of Public Works, State of Illinois~~ **Department of Transportation**, most recent edition.

SUBSTANTIVE AMENDMENT: REVISE REQUIREMENTS FOR TRAFFIC STUDIES

AMENDMENT SUMMARY

SECTION 6-405.A – STREETS AND TRAFFIC SIGNALS

- Revise threshold for a traffic study requirement.
- Revise references for Director of Engineering.

AMENDMENT EXPLANATION

The proposed amendment changes responsibility for this section to the Director of Engineering from the Village Engineer and lower the square footage from 40,00 square feet to 10,00 square feet for a traffic study requirement. The proposed amendment also allows the Director of Engineering to request traffic studies for unique circumstances

PROPOSED AMENDMENT TEXT

SECTION 6-405.A – STREETS AND TRAFFIC SIGNALS

A. Streets.

1. **General.** Streets shall be installed by developers or owners as designated on the Transportation Element of the Villages Comprehensive Plan in accordance with the following criteria and as required by the ~~Village Engineer~~ **Director of Engineering**.
2. **Traffic Studies.** Traffic studies shall be required of all proposed residential developments of fifty (50) dwelling units or more, for all commercial and industrial developments of ~~40,000~~ **10,000** square feet of floor area or more and for businesses with drive-through facilities **or as determined by the Director of Engineering**. The traffic study shall be prepared by firms with demonstrated competence in traffic engineering and traffic studies related to development. The traffic study will be submitted to the Village for review.

SUBSTANTIVE AMENDMENT: ADD DRIVEWAY SLOPE REQUIREMENT

AMENDMENT SUMMARY

SECTION 6-406.B – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

- Add maximum allowable slope for driveways.

AMENDMENT EXPLANATION

The proposed amendment creates a maximum allowable slope for driveways and driveway aprons.

PROPOSED AMENDMENT TEXT

SECTION 6-406.B – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

B. Driveways and Driveway Aprons.

16. Driveway and Apron Slope. The maximum grade for a driveway and driveway apron shall be eight (8) percent, unless otherwise approved by the Director of Engineering.

SUBSTANTIVE AMENDMENT: REVISE SANITARY SEWER REQUIREMENTS

AMENDMENT SUMMARY

SECTION 6-408.E – SANITARY SEWER SYSTEM

SECTION 6-408.J – SANITARY SEWER SYSTEM

- Revise to require more effective methods of construction for sealing sanitary manholes.
- Specify requirements for tee and/or wye saddle installations for new construction
- Update reference to Director of Engineering.

AMENDMENT EXPLANATION

The proposed amendment will align sanitary sewer installation with industry best practices.

PROPOSED AMENDMENT TEXT

SECTION 6-408.E – SANITARY SEWER SYSTEM

E. Material Specifications

5. Manholes (Sanitary Manhole Standard Details SS-01, SS-02, SS-03).

d. **Sealing.** All mating surfaces of concrete adjustment riser(s), structure sections, and frames shall be sealed with an **external seal** ~~mastic sealant~~. No **mastic sealant**, concrete mortar or epoxy mortar shall be allowed as a sealant for adjustment risers, structure sections or frames. ~~If multiple adjustment risers are required, a continuous application of sealant shall be applied between each unit. Rubber adjustment risers must be sealed with an approved sealant such as XSeal brand hydrophobic non-shrinking polyurethane sealant, or approved equal.~~ **A manhole encapsulation system or external sealing system, as approved by the Director of Engineering, shall be used.**

J. Laying of Pipe.

3. Sanitary Sewer Services. (Sanitary Service Riser SS-05 and SS-05-20):

Sanitary sewer services shall be a minimum of six (6) inches in diameter and connected to the sewer main with a manufactured wye at a minimum angle of thirty (30) degrees and a maximum angle of forty-five (45) degrees. Sanitary sewer services shall be extended to the property line or building at a minimum gradient of one (1) percent. Sanitary sewer service connections to sewer mains twelve (12) feet or more in depth shall be constructed with a six (6) inch tee and riser and backfilled with select granular material or encased in concrete at the option of the ~~Village Engineer~~ **Director of Engineering**. On a temporary basis, sanitary services may be terminated with a manufactured plug in which case the location shall be staked and an accurate record kept of the stub distance from the nearest downstream manhole along the sewer main. Sanitary sewer service connections to existing sewer mains shall be made with a dedicated tapping machine and the saddle shall be tightly secured to the existing sanitary sewer.

- a. **An all stainless steel designed tee and/or wye saddle, per ASTM A240, with a large branch-side mat gasket and of two-piece construction, as approved by the Director of Engineering, shall be required by the Village for new construction.**

SUBSTANTIVE AMENDMENT: UPDATES RELATING TO STORM SEWER PIPE

AMENDMENT SUMMARY

SECTION 6-409.E – STORM SEWERS AND STORM WATER DETENTION

SECTION 6-409.F – STORM SEWERS AND STORM WATER DETENTION

- Add High-density Polyethylene (HDPE) pipe use in storm water system.
- Revise the minimum allowable storm sewer pipe size.

AMENDMENT EXPLANATION

The proposed amendment increase the minimum storm water pipe size requirement excepts for areas where is existing piping is smaller and differentiate the requirement between public and private storm sewer. The proposed amendment allows for HDPE pipe and fittings to be used in Village storm water system.

PROPOSED AMENDMENT TEXT

SECTION 6-409 – STORM SEWERS AND STORM WATER DETENTION

E. Basic Design Standards.

3. Storm Sewer, Stream Improvement and Open Channel Hydraulics.

b. Roughness coefficients (n) shall be as follows:

7. High-Density Polyethylene (HDPE) 0.012

9. Minimum Sewer Size.

a. Storm sewer serving inlets shall not be less than ~~ten~~ **twelve (12)** inch diameter **except where existing storm sewer pipe is smaller in size downstream.**

b. ~~Private~~ Storm sewer serving sump pumps and roof drains shall not be less than eight (8) inch diameter.

12. Storm Sewer Manholes.

a. Manholes shall be located as follows:

5. Access spacing shall be:

Sewer Pipe Size (in inches)	Maximum Interval (in feet)
6 10 - 24	350
27 - 36	400
42 - 54	500
60 or larger	1000

F. Material Specifications. All storm sewer system elements shall conform to the following specifications:

1. Sewer Pipe.

~~d.~~ **High Density Polyethylene (HDPE) Pipe (12" diameter to 60" diameter), ASTM D3350, ASTM F2648**

~~e.~~ Reinforced concrete arch culvert pipe – double line reinforcement, minimum Class 3, ASTM C506.

~~f.~~ Reinforced concrete elliptical culvert pipe –minimum class HE-III or VE-III, ASTM C507.

~~g.~~ PVC underdrain pipe (4", 6", and 8") – ASTM D2729, SDR35.

2. Sewer Pipe Joints.

e. HDPE Pipe – ASTM F2648, ASTM F477, Fittings per ASTM F2306

CLARIFICATION AMENDMENT: PROHIBIT ENCROACHMENTS INTO EASEMENTS

AMENDMENT SUMMARY

SECTION 6-302.C – ACCESSORY STRUCTURES AND USES

- Add language to prohibit retaining walls from encroaching into any existing easement.
- Remove and add language to prohibit sheds and storage buildings from encroaching into any existing easement.
- Revise “Tennis and Basketball” to “Sport” to broaden the code to cover multiple uses. The proposed amendment also prohibits sport courts from encroaching into easements and affecting overland drainage.

PROPOSED AMENDMENT TEXT

SECTION 6-302.C – ACCESSORY STRUCTURES AND USES

C. Permitted Accessory Structures and Uses.

31. **Retaining Walls:** May be permitted in front, side, and rear setbacks, so long as **the wall does not encroach** they are located at least three (3) feet ~~two feet (2)~~ inside **into any existing easement** ~~the lot lines~~ and **does** not obstruct storm water flow. Retaining walls shall be limited to a maximum three (3) feet in height. Any retaining wall in a side yard associated with a side loading garage or driveway cannot exceed two (2) feet in height, ~~nor be closer than three (3) feet to the nearest side property line.~~ When the consequence of grading land results in the necessity for a total retaining wall height greater than three (3) feet, the retaining wall must be tiered and each wall on the tiered retaining wall system shall be limited to three (3) feet in height. The formula for determining the tiered wall setback shall be two (2) times the lower wall height. A structural permit is required if the retaining wall system exceeds three (3) feet (triggering the need for a second wall or more) in total height.

33. **Sheds and Storage Buildings:**

b. Located ~~off~~ **outside of any** easements, ~~at least~~ **not less than** five (5) feet from the lot lines and **does** not obstruct storm water flow; and no closer than ten (10) feet to the principal building; and

41. ~~Tennis and Basketball~~ **Sport Courts:**

d. **Sport courts shall not be allowed in easements and shall not adversely affect overland drainage for the subdivision/property.**

CLARIFICATION AMENDMENT: UPDATE UNDERDRAIN REQUIREMENT FOR DRY DETENTION BASINS

AMENDMENT SUMMARY

SECTION 6-409.E – STORM SEWERS AND STORM WATER DETENTION

- Add additional engineering judgement for the underdrain installation requirement.

PROPOSED AMENDMENT TEXT

SECTION 6-409.E – STORM SEWERS AND STORM WATER DETENTION

E. Basic Design Standards.

18. Storm Water Detention Facilities.

d. In order to prevent soil erosion and weed problems, "dry" detention basins must be landscaped including the establishment of a groundcover over all unpaved areas through sodding of native natural growth plant material or material as designated by the Director of Development Services. Such groundcover shall not be of a plant type which can be carried by water plow to aggressively invade other downstream lands or properties, and crown vetch shall be prohibited. Native natural plant growth may comprise a variety of techniques that employ in concert according to the needs of the site. Some of these include biologs, aquatic plants, wattles, natural native grasses, tri lok, and vegetated geogrids. Detention Basins shall be designed so that the portion of their bottom area which is intended to be dry shall have standing water no longer than seventy two (72) hours for all runoff events less than the 100 year frequency storm.

If detention facilities are proposed, they shall also be reviewed by the Director of Recreation and Parks for usability as active recreational areas during dry weather conditions. Additional underdraining may be required **at the discretion of the Director of Engineering**. Pipe runs and spacing shall be designed to ensure good drainage. Detention facilities shall be designed so that the cross slope is at least two (2) percent. The bottom of the facility shall be provided with an underdrain (minimum six (6) inch diameter perforated drain tile) covered on all sides with a minimum of six (6) inches of crushed stone conforming to ASTM C33, Size No. 67. The underdrain shall be installed to drain the basin below grade during periods of low flow and shall connect to a storm sewer outfall pipe. Detention facilities shall be designed with side slopes not steeper than four (4) horizontal to one (1) vertical (4:1). The inflow storm piping system shall be constructed in such a manner so as to allow for "low" flows to by pass the basin.

CLARIFICATION AMENDMENT: ADD NEW OUTSIDE AGENCY FORMS

AMENDMENT SUMMARY

SECTION 6-305.D – LANDSCAPE AND TREE PRESERVATION

SECTION 6-305.E – LANDSCAPE AND TREE PRESERVATION.

- Clarify paperwork required by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for a Watershed Management Ordinance (WMO) Permit.

PROPOSED AMENDMENT TEXT

SECTION 6-305.D – LANDSCAPE AND TREE PRESERVATION

D. Landscape Zones.

8. Stormwater Management Area Landscape.

b. Requirements.

4. A Monitoring and Management Plan (M&M Plan) shall be submitted along with the required landscape plan for all applicable projects, as determined by the Development Services Department. M&M Plans shall coincide with the project Watershed Management Ordinance (WMO) Permit **Schedule R**, if applicable. For further details see Section 6-305.F.2 Naturalized Landscaping Area Management Standards. Monitoring and Management Plans and **Schedule R** shall be recorded with the county recorder of deeds in which the project is located. For projects with stormwater management features, an Annual Monitoring Report must be submitted to the Village before annual acceptance may be granted. (Amd. Ord. 5221 – 9/18/17)

E. Landscape Plan.

3. Additional Requirements.

d. A WMO Permit shall be obtained for all qualifying developments. All WMO permitted projects require a Monitoring and Maintenance Plan **and Schedule R**. Qualifying developments shall reference the WMO Maintenance Plan when preparing the Monitoring and Maintenance Plan in conjunction with a Landscape Plan. See Section 6-305.F.2.b Monitoring and Management Plan for details.

CLARIFICATION AMENDMENT: UPDATE TASKS ASSIGNED TO ENGINEERING DEPARTMENT

AMENDMENT SUMMARY

SECTION 5-112– DEVELOPMENT AND SUBDIVISION REQUIREMENTS

SECTION 6-305– LANDSCAPE AND TREE PRESERVATION

SECTION 6-406.A – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

SECTION 6-415.C – BIKEWAYS AND BIKEPATHS

- The proposed amendment will reference Engineering Department since the section identified is a Village task performed by said department.
- The proposed amendment revised wording for approval and added Engineering Department for oversight.
- The proposed amendment will reference Engineering Department since the section identified is a Village task performed by said department
- The proposed amendment revises code to reference the Development Services Department, Engineering Department, and Director of Engineering for their respective areas of oversight.
- The proposed amendment revises code to reference the Development Services Department and Engineering Department for their respective areas of oversight. Also the notification time for placing concrete was increased from three hours to one full business day.

SECTION 5-112.F – DEVELOPMENT AND SUBDIVISION REQUIREMENTS

F. Acceptance of Improvements.

1. Letter of Acceptance from the Village Manager's Office. The Village Manager's Office, with a written recommendation from the ~~Public Works Department~~ **Engineering Department**, shall issue a letter of acceptance to the petitioner/ applicant that states that all required improvements have been fully completed, and that said improvements meet the design and operating standards and requirements of the Village and other agencies, including the Metropolitan Water Reclamation District of Greater Chicago, the Illinois Environmental Protection Agency, and the Illinois Department of Transportation. A copy of that letter shall be filed with the Development Services Department and the Village Manager's Office.

SECTION 6-305.D – LANDSCAPE AND TREE PRESERVATION

D. Landscape Zones

8. Stormwater Management Area Landscape.

b. Requirements.

8. An "as -built" landscape plan of all stormwater management areas is required before ~~acceptance~~ **final approval** by the Village including but not limited to topographic information, planting limits and normal and high water level elevations, or any additional information requested by the Village. Additional information may be required, as determined by the Development Services **or Engineering** Departments.

SECTION 6-406 – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

A. Sidewalks.

2. Public Roads.

b. Multi-use paths, such as bicycle paths, shall replace sidewalks in those areas of the Village indicated by the Comprehensive Plan's Recommended Bikeway System subject to review by the ~~Development Services Department~~ **Engineering Department**. Multi-use paths shall use IDOT standards in IDOT or County rights-of-way or be a minimum of eight (8)

feet wide with a maximum of four (4) feet of planting strip between the path and the roadway's back of curb. In cases where paths terminate, provisions shall be made to loop the sidewalk and multi-use path network. In cases where the network is divided between off-street paths and on-street routes, provisions shall be made to safely transition from either medium and ensure continuity of travel.

c. Sidewalks or multi-use paths as identified by the Comprehensive Plan's Recommended Bikeway System, as reviewed by the ~~Development Services Department~~ **Engineering Department**, shall be required for arterial and collector rights-of-way on the perimeter of subdivisions or developments (e.g. sidewalks on roadways where the backs of properties front the right-of-way).

f. Sidewalks and multi-use paths per the Comprehensive Plan's Recommended Bikeway System, as reviewed by the ~~Development Services Department~~ **Engineering Department**, are required for streets and rights-of-way that are below standard widths. Such streets and rights-of-way shall be subject to review by the ~~Development Services Department~~ **Engineering Department** and shall consider such options as carriage walks, reduced parkways, bike lanes, woonerfs etc. to accommodate pedestrian and cyclist mobility.

B. Driveways and Driveway Aprons.

1. **Driveways Across Sidewalks and Parkways.** No person, firm or corporation shall construct or alter any driveway over, across or upon any public sidewalk or parkway without first obtaining a permit from the ~~Building Division~~ **Development Services Department**. Where ingress and egress is to be made from adjoining real estate to a public street and where Section 6-306 requires off-street parking, such off-street parking shall be made accessible to the public street and the ingress and egress shall be made across the parkway and sidewalks by means of a driveway constructed in accordance with this Section.

2. **Permit Application.** Application for a permit to construct a driveway shall be in writing, signed by the applicant, and filed with the ~~Building~~ **Development Services** Department. The application shall designate the location of the proposed driveway, the name and address of the applicant, the name and address of the owner of the property to be served by the proposed driveway, and the address of the applicant, if other than the owner, and a plat of survey indicating the driveway location and sizes proposed. In those instances, where a driveway is required to comply with the requirements of Section 6-306, the permit application shall accompany the application for the issuance of a building permit authorizing the new building construction.

3. **Permit Issuance and Fees.** The ~~Building~~ **Development Services** Department shall issue a permit to construct a driveway provided that the permit application is complete and is in accordance with these regulations and that the permit fee has been paid.

4. **Permit Revocation.** All permits for driveways issued pursuant to this Section may be revoked at any time without the consent of the permittee by order of the Board of Trustees and the Director of the ~~Building~~ **Development Services** Department. Upon such revocation, all rights granted under the permit shall be revoked, and the sidewalk, space, parkways and curbs shall be restored to their former condition, at the expense of the permittee or of the owner of the property served by the driveway at the time of such revocation.

6. **Widths and Lengths.** Single-family residential driveways and driveway aprons shall have a maximum width of twenty (20) feet for one (1) car garages, twenty-six (26) feet for two (2) car garages, and thirty-six (36) feet for three (3) car garages. The maximum width of a driveway is applicable to the entire driveway length between the building line and sidewalk. The maximum width of a driveway apron is applicable to the entire driveway length between the sidewalk and the street. The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty-six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20)

feet, applicable to the entire driveway length between the building line and curb line. The minimum driveway length shall be eighteen (18) feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation of the **Engineering Department of Engineering**.

7. **Grades and Curbs.** Driveways shall conform to the existing sidewalk grade. Where it is necessary to break the existing curb for the driveway opening, the curb and gutter shall be completely removed and a new section constructed or as approved by the ~~Village Engineer~~ **Director of Engineering**. Each such driveway shall be constructed and maintained so as to permit free and unobstructed passage on, over or across the sidewalk and in such a manner as not to interfere with the proper drainage and safe grading of the streets. Each such driveway shall be so constructed and maintained that its surface at the point of crossing any sidewalk pavement shall be flush with the adjoining sections of such sidewalk.

12. **All Other Driveway Aprons.** Multi-family developments, business, office research, and industrial district driveway aprons shall be constructed with a ten (10) foot radius return unless otherwise required by the **Engineering Department of Engineering**. Driveways shall not be closer than five (5) feet to adjacent driveways at the curb line.

J. **Placing and Finishing Concrete.**

1. ~~The Department of Code Enforcement~~ **Development Service Department and/or Engineering Department** shall be notified when the subgrade has been finished. A minimum of ~~three hours~~ **one (1) full business day** notice shall be given prior to placing concrete. No concrete shall be placed until the subgrade has been inspected and approved by the ~~Building~~ **Development Services** Department **and/or Engineering Programs and Services Department**.

SECTION 6-415.C – BIKEWAYS AND BIKEPATHS

C. **Construction Requirements.** The **latest edition of the** construction requirements and other standards set out in the ~~Guide For Development of New Bicycle Facilities, 1981, or as hereinafter updated,~~ published by the American Association of State Highway and Transportation Officials (AASHTO), 444 North Capital Street, N.W., Suite 225, Washington, D.C. 20001, that pertain to the planning, operation and maintenance of roadways, bikeways and bikepaths shall be applicable to all development located within the Village. Copies of this Guide shall be kept on file at the Department of Development Services and the ~~Building~~ **Engineering** Department.

CLARIFICATION AMENDMENT: UPDATE REFERENCED DOCUMENTS

AMENDMENT SUMMARY

SECTION 6-406.G – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

SECTION 6-406.K – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

SECTION 6-408.A – SANITARY SEWER SYSTEM

- Add reference to IDOT specification.

PROPOSED AMENDMENT TEXT

SECTION 6-406 – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

G. **Granular Base.** A granular base of two (2) inch minimum thickness shall be placed on the prepared subgrade. The base shall extend the full width of the sidewalk or driveway apron. The granular base shall consist of CA6 aggregate conforming to **the Standard Specifications for Road and Bridge Construction as prepared by the Illinois Department of Transportation, latest edition** ~~SSR & BC.~~

K. **Protection from Low Temperatures.**

After the first seasonal frost, concrete shall be protected from freezing in accordance with the **Standard Specifications for Road and Bridge Construction as prepared by the Illinois Department of Transportation, latest edition** ~~"Recommended Practice for Cold-Weather Concreting" (ACI 306)~~. The developer shall be responsible for all concrete damaged by low temperatures, and any damaged concrete shall be removed and replaced by the developer at the developer's expense.

SECTION 6-408.A – SANITARY SEWER SYSTEM

A. **General.**

All sanitary sewer improvements shall be installed in accordance with the material installation and testing requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois," ~~Sixth Edition July 2009~~ **latest edition**, unless otherwise modified in this Section. Sanitary sewer improvements shall conform to all applicable requirements of the current Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") Watershed Management Ordinance ("WMO").

CLARIFICATION AMENDMENT: UPDATE REFERENCES FOR ENGINEERING DEPARTMENT APPROVALS TO DIRECTOR OF ENGINEERING

AMENDMENT SUMMARY

SECTION 5-112 – DEVELOPMENT SUBDIVISION REQUIREMENTS
SECTION 6-305 – LANDSCAPE AND TREE PRESERVATION
SECTION 6-310 – SWIMMING POOLS
SECTION 6-405 – STREETS AND TRAFFIC SIGNALS
SECTION 6-406 – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS
SECTION 6-407 – STREET LIGHTING
SECTION 6-408 – SANITARY SEWER SYSTEM
SECTION 6-410 – WATER SUPPLY
SECTION 6-411 – SOIL EROSION AND SEDIMENTATION CONTROL
SECTION 6-412 – LOCAL STREAM AND WATERBODY PROTECTION
SECTION 6-413 – WETLANDS PROTECTION
SECTION 6-415 – BIKEWAYS AND BIKEPATHS
SECTION 7-101 – CONSTRUCTION PROCEDURES

- Revise references for Director of Engineering and Engineering Department duties.

AMENDMENT EXPLANATION

The proposed amendment will reference the latest rainfall data approved and provided by the Illinois State Water Survey and will be worded so it will not have to be updated going forward with future bulletin releases. This will ensure that the latest rainfall data is used by the developers and/or developers' consultants to calculate storm water detention/retention will always be used for development in the Village.

PROPOSED AMENDMENT TEXT

SECTION 5-112 - DEVELOPMENT SUBDIVISION REQUIREMENTS

E. Guarantees for Improvement Completion

3. Security Methods. One of the following security methods shall be utilized to guarantee the completion of public improvements:

a. Letter of Credit

2. **Terms:** The letter of credit shall be in an amount sufficient to pay for the cost of construction of the public improvements, landscaping on private and public property for single family and multi-family residential developments and all non-residential developments, and all engineering costs if deemed necessary by the ~~Village Engineer~~ **Director of Engineering**. The Village will collect an additional 7% of the total cost of construction to recover for management and administrative time and expenses incurred by the Village staff in processing and administering the public improvements and landscaping. Any conditions that the applicant or issuing financial institution seeks to attach to collection or use of the funds, must be included in the terms of the letter of credit. The letter of credit shall provide that the issuing financial institution shall pay to the Village, or as the Village directs, such amounts as may be required to complete the improvements according to the approved specifications. The letter of credit should provide that its amount will be reduced from time to time as payments for improvements approved by the ~~Village Engineer~~ **Director of Engineering** are made, but at no time shall

the available balance be less than percent fifteen (15%) of the total estimated cost of the improvements yet to be accepted by the Village.

4. **Insufficient Fund Balance.** If, at any time before the construction of all required improvements has been completed, the balance of funds remaining undisbursed under any guarantee provided in accordance with this section is not sufficient, in the judgment of the ~~Village Engineer~~ **Director of Engineering**, to cover the costs of construction of said improvements and all engineering costs (including the engineering and inspection fees of the Village) or if by reason of any order, decree or writ of any court, or for any other reason, the said undisbursed balance of funds shall be withheld, diminished or otherwise unavailable for the purposes provided herein, the applicant agrees to cause the balance to be increased to such amount as shall be required by the Village for such purposes, in the exercise of its judgment, or shall provide such other guarantee of performance as may be required by the Village.

6. **Default.** In the event the ~~Village Engineer~~ **Director of Engineering** determines, in the exercise of his judgment, that the applicant has failed to install proposed improvements in accordance with the approved plans and specifications, or has failed to comply with the terms of the guarantees provided in this Section, the Board of Trustees may take any of the following actions:

a. Disbursement of Letter of Credit. The Board of Trustees may advise the applicant in writing of the failure to install improvements, and give the applicant thirty (30) days to cure such failure. If the applicant fails to cure said failure, the Village may, at its option, declare the applicant in default, and all monies on deposit pursuant to the letter of credit shall be disbursed by the letter of credit provider upon authorization of the ~~Village Engineer~~ **Director of Engineering**.

b. Disbursement of Other Security Guarantees. The Board of Trustees may advise the applicant in writing of the failure to install improvements, and give the applicant thirty (30) days to cure such failure. If the applicant fails to cure said failure, the Village may, at its option, declare the applicant in default, and all monies on deposit pursuant to the specified security guarantee shall be disbursed by the guarantee provider upon authorization of the ~~Village Engineer~~ **Director of Engineering**.

9. **Inspection and Certification of Improvements.**

a. **General.** Unless otherwise specifically provided, inspection of the construction of the improvements shall be by the ~~Village Engineer~~ **Director of Engineering** or Village Consultant, and shall be paid for by the applicant should the Village require compensation for its efforts. No improvements shall be constructed, and therefore no improvements shall be inspected, prior to final plan approval.

b. **Certification.** Upon completion of all required construction, the applicant's engineer shall certify that the improvements comply in all respects with the plans and specifications approved by the Board of Trustees. All work shall at all times be subject to inspection by the Village Manager, the ~~Village Engineer~~ **Director of Engineering**, other Village officials, and their representatives. Regardless of contracts, agreements, or inspections performed, the final responsibility for the construction of all improvements in accordance with the applicable standards rests with the applicant. Certification by the applicant's engineer shall not constitute a waiver by the Village of the right to draw funds under the security

provided herein on account of defects in or failure of any improvement that is detected or which occurs following such certification.

c. **Notice of Defects.** The Village Engineer **Director of Engineering** shall provide timely notice to the developer whenever inspection reveals that an improvement does not conform to the standards and specifications required by these regulations. The developer shall have thirty (30) days from the issuance of such notice to cure or to substantially cure such defect. The Village may not declare a default during the thirty (30) day cure period on account of any such defect unless it is clear that the developer does not intend to cure the defect.

d. **Exemptions.** Because neighboring jurisdictions and other utility districts are responsible for inspecting construction sites within their territorial limits, and because the Village desires to avoid duplicating the inspection of these projects, the Village shall only inspect development located within its corporate limits. The Village shall be entitled to rely on the written inspection reports submitted by the engineers of such neighboring jurisdictions and utility districts. The Village Engineer **Director of Engineering** shall be entitled to verify any inspection report received from a neighboring jurisdiction or utility district, and shall be given access to the construction site to conduct such independent analyses.

e. **Engineering Plan Review and Inspection Fee.**

2. **Engineering Inspections.** All public and private improvements located within the Village's corporate limits that are guaranteed under the provisions of this Section shall be inspected during the course of construction by the Village Engineer **Director of Engineering**, the Village's Engineering Consultant, or their designee. As compensation for such inspection by Village staff, a fee if determined by ordinance of the Village Board of Trustees shall be paid to the Village at the time the final engineering plans are approved by the Village Engineer **Director of Engineering**. In addition, compensation for engineering inspection by an engineering consultant for the Village shall be equal to the amount charged to the Village by the consultant and shall be paid by the applicant to the Village prior to the issuance of building permits.

11. **Damage and Nuisance Guarantee.**

c. **Release of Funds.** Upon completion of all required development or subdivision improvements, the applicant's engineer shall prepare a certified statement that the improvements comply with the plans and specifications approved by the Board of Trustees, and shall forward the statement to the Village, together with a request for preliminary approval of improvements. The Village Engineer **Director of Engineering** shall verify whether the improvements comply with the approved plans and specifications, and, pursuant to Section 5-112.E.10 shall prepare a statement of preliminary approval for the Board of Trustees. Upon acceptance of that statement of preliminary approval, the Board of Trustees shall direct the financial institution issuing the letter of credit or other security guarantee to pay over to the applicant, without further demand or notice, any balance of funds then remaining undisbursed under said letter of credit or other security guarantee.

F. **Acceptance of Improvements.**

1. **Letter of Acceptance from the Village Manager's Office.**

a. The applicant's engineer shall provide to the Village Engineer **Director of Engineering** one hard copy and one copy in electronic format compatible with current Village software of "as built" drawings. All utilities and public improvements located within the development, including right-of-way lines, lot numbers, lot lines, geographic positioning system coordinate data of all utilities, and development mapping data compatible with

the current Village geographic information system shall be included as overlay maps for the purposes of review.

SECTION 6-305 – LANDSCAPE AND TREE PRESERVATION

E. Landscape Plan

3. Additional Requirements

e. **Letter of Credit.** A letter of credit covering the estimated cost of required landscaping, including naturalized landscape installation, monitoring and establishment management shall be posted as part of the final landscape plan approval process. The letter of credit shall be provided to the Village by the owner or developer prior to the issuance of a building permit in accordance with the provisions of Section 5-112 Development and Subdivision Requirements. The letter of credit shall cover costs associated with earthwork, planting, inspections, maintenance or any other cost necessary to achieve Village acceptance standards. The amount of the letter of credit associated with naturalized landscape areas shall be held for the duration of period outlined in the Village approved Monitoring and Management Plan or until the naturalized landscape meets acceptance criteria, whichever is later, as determined by the ~~Development Services Department~~ **Director of Engineering**.

5. Criteria for Approval of Landscape Plans.

a. Design Guidelines.

12. All earth berm locations shall be reviewed by the ~~Village Engineer~~ **Director of Engineering** to determine how the berms shall relate to drainage and public utilities. Berms shall not exceed a maximum slope of 3:1;

SECTION 6-310 – SWIMMING POOLS

A. Swimming Pools.

2. Definitions:

Above-ground/On ground pool:

Any pool of water installed completely above final exterior grade elevations which have been approved by the Village. Final exterior grades are those approved by the ~~Village~~ **Director of Engineering** Department. See definition of private swimming pool.

In-ground pool:

Any pool of water installed below final exterior grade elevations which have been approved by the Village. Final exterior grades are those approved by ~~Village~~ **Director of Engineering** Department. See definition of private swimming pool.

SECTION 6-405 – STREETS AND TRAFFIC SIGNALS

A. Streets

2. Roadway Design Criteria.

e. Proposed developments that are adjacent to existing development shall be designed to accept the alignment and corresponding widths of existing pavements. The ~~Village Engineer~~ **Director of Engineering** shall determine the proper adjustment where the widening merges with the existing narrow pavement at the boundary of the property, and shall require the lanes to be painted to designate driving and parking lanes.

B. Pavements.

3. **Pavement Design Requirements.** Pavement design shall relate to the street classification as set forth on the Official Map and as described in this Section. The proposed roads indicated on the Official Map are desired to be eventually constructed, but their actual alignment will be decided upon when a preliminary plan is submitted to the Plan Commission and the Board of Trustees for review and approval. The classification of new streets, as well as variations to street classifications for a given street, shall be submitted to the ~~Village Engineer~~ **Director of Engineering** for review when the preliminary plan is submitted.

4. **Pavement Construction Design.**

b. **Pavement Design.** The pavement design standards shall conform to those set forth in Table 6-405(B)(4), Table of Pavement Design. A copy of all design assumptions and computations on which the proposed pavement design is based shall be submitted to and accepted by the ~~Village Engineer~~ **Director of Engineering**.

c. **Composite Pavement Strength.**

2. Prior to the installation of the bituminous surface course, but after the installation of the binder course, the developer shall notify the ~~Village Engineer~~ **Director of Engineering** that he intends to surface the street. The ~~Village Engineer~~ **Director of Engineering** may obtain a Dynaflect Pavement Evaluation Program Report of the completed pavement improvements at developer's expense.

3. The Dynaflect Pavement Evaluation Program shall be performed according to the Dynaflect Pavement Evaluation Specification on file in the office of the ~~Village Engineer~~ **Director of Engineering**. The program shall generally embody the following testing/pavement evaluation techniques:

6. If the pavement section is not projected to meet a life expectancy of fifteen (15) years or more, then the report shall propose asphalt overlays in excess of the surface course design thickness or pavement reconstruction to bring the new pavement section to a fifteen-year life expectancy. The ~~Village Engineer~~ **Director of Engineering** shall evaluate the results of the report and shall inform the developer of any required pavement repair for each section. These repairs shall be completed before the final surface is applied.

8. In the case of rigid pavements, the developer shall notify the ~~Village Engineer~~ **Director of Engineering** that he is ready for final inspection on the streets. The ~~Village Engineer~~ **Director of Engineering** will obtain a Dynaflect Pavement Evaluation Program report of the complete improvements as outlined in Subsection B(4)(c) above.

6. **Subgrade Preparation.**

b. At least one Standard Proctor Density Test, performed in accordance with AASHTO T99, shall be taken in each embankment section, with the maximum distance between tests of three hundred (300) feet. One standard proctor density test shall be taken from each different source of borrowed material. The density tests must be submitted for review to the ~~Village Engineer~~ **Director of Engineering**. Upon review of these tests, an inspection of the subgrade shall be made by the engineer and a report of acceptable subgrade and preparation must be submitted to the ~~Village Engineer~~ **Director of Engineering** prior to placing any curb and gutter or base material.

7. **Grading.**

b. Where the grade of the street warrants installation of vertical type curb and other special design of improvements because of right-of-way conditions, such as double inlets, the ~~Village Engineer~~ **Director of Engineering** is authorized to require such design.

8. **Sight Distances.** At points of intersection of proposed roads with existing roads, the minimum stopping sight distance indicated below for the legal speed limits shall be provided on existing roads. Clear visibility, at any point of movement along the road measured along the center line

of the street, shall be provided for at least three hundred fifty (350) feet on all major streets, two hundred (200) feet on collector and local streets, or as designated by an engineering study.

Legal Speed Limit (MPH)*	Minimum Stopping Sight Distance
25-30	200 Ft.
35-40	275 Ft.
45-50	350 Ft.
55	475 Ft.

*If the ~~Village Engineer~~ **Director of Engineering** determines that the projected future legal speed limit established in accordance with the State of Illinois "Policy for Establishing and Posting Speed Limits" is higher than the existing legal speed limit, the higher speed limit shall be used to determine the minimum stopping sight distance.

9. **Curb and Gutter.**

e. Unless otherwise directed by the ~~Village Engineer~~ **Director of Engineering** pursuant to IDOT standards, a barrier curb, as denoted as Type 3 on Exhibit No. STR-04, shall be provided on all major streets. All other streets shall be provided with curbs as denoted as on Exhibit No. STR-03. Depressed curbs shall be provided at all bike path and sidewalk crossings. Materials shall comply with those specified in Section 6-406.

10. **Design of Pavement Thickness.**

b. Flexible pavement materials can be used until November 1, weather permitting. Any work done after November 1, shall require written authorization from the ~~Village Engineer~~ **Director of Engineering**. Such authorization, if obtained, will not void the contractor's and the developer's guarantee on the work done.

c. Flexible pavements must set for a minimum of nine (9) months, including a winter and a spring. After this setting period has passed, one pavement core per nine hundred (900) lineal feet of measured pavement must be taken. A report must be submitted to the ~~Village Engineer~~ **Director of Engineering** that lists the thicknesses of base and binder courses and the type and condition of subgrade material as determined from the cores. If the results of the cores indicate pavement deficiencies, additional cores will be needed at intervals required by the ~~Village Engineer~~ **Director of Engineering**. All cores taken shall be numbered and delivered to the ~~Village Engineer~~ **Director of Engineering**.

d. Upon receipt of the report and cores, the ~~Village Engineer~~ **Director of Engineering** will review the report and will perform an inspection of the existing base and binder courses. All base and binder course failures will then be repaired to the ~~Village Engineer~~ **Director of Engineering's** satisfaction.

e. Upon completion of all construction within any development, the ~~Village Engineer~~ **Director of Engineering** will conduct a deflection test as specified in Subsection 4(c) above. All deficiencies outlined in the report shall be repaired as specified in the report and to the ~~Village Engineer~~ **Director of Engineering's** satisfaction prior to the installation of the final surface course.

G. **Street Identification Signs.**

1. The developer/property owner shall submit the list of street names approved by the ~~Village Engineer~~ **Director of Engineering** and a map for the installation of street identification signs immediately after the approval of engineering drawings.

SECTION 6-406 – SIDEWALKS, DRIVEWAYS, AND PARKING LOTS

A. Sidewalks.

5. **Construction.** Sidewalk width shall be a minimum of five (5) feet in width, subject to Village Engineer **Director of Engineering** approval. Thickness shall be a minimum of five (5) inches reinforced with 6" x 6" wire mesh, or other reinforcement methods subject to approval of the Village Engineer **Director of Engineering**. All sidewalks at curb depressions shall include a detectable warning for the vision impaired consisting of truncated domes. The warning area shall begin six (6) inches from the back of the curb and continue two (2) feet in the direction of pedestrian travel for the entire width of the walking surface. The detectable warning shall also present a contrast in color from the adjacent sidewalk with integrally colored concrete or other means subject to Village Engineer **Director of Engineering** approval.

J. Placing and Finishing Concrete.

4. Control Joints.

a. **Sidewalks.** Control joints shall be constructed at right angles to the center line of the sidewalk and shall extend one-fourth (1/4) the depth of the sidewalk. They shall not be less than one-eighth (1/8) inch nor more than one-fourth (1/4) inch in width, and shall be edged with an edging tool having a one-fourth (1/4) inch radius. All slabs shall be five (5) feet long on any one side, unless otherwise ordered by the Village Engineer **Director of Engineering**.

O. **Control of Materials.** The developer shall, when requested by the Village and at his expense, have a commercial testing laboratory prepare and test samples of delivered concrete. One (1) set of tests shall be taken for the first twenty-five (25) cubic yards, or fraction thereof, and one (1) set of tests shall be taken for each additional fifty (50) cubic yards. A set of tests shall consist of four (4) standard cylinders (two (2) shall be broken at seven (7) days and two (2) shall be broken at twenty-eight (28) days), one (1) slump test and one (1) air content test. The laboratory shall perform tests in accordance with recognized ASTM standards and shall submit written reports of such tests to the Village Engineer **Director of Engineering** for review.

SECTION 6-407 – STREET LIGHTING

A. Street Lighting Standards

7. After completion of the street lighting system, all developments shall submit to the Village Engineer **Director of Engineering** or designee, a set of "As Built" drawings showing the routing of electric cable, mounting height, size length, luminaire size wattage and actual locations of each light standard, disconnect pedestal, and point of connection to Commonwealth Edison electric lines. The Village Engineer **Director of Engineering** or designee shall inspect the system for conformance to the standards set out in this document. The Village Engineer **Director of Engineering** or designee may accept the system after all the deficiencies are corrected.

E. Foundation

1. Pole Foundation.

c. In areas where conventional concrete foundations cannot be utilized because of soil conditions or utility conflicts, the use of metal helical screw-in type foundations may be utilized with written approval from the Village Engineer **Director of Engineering** or designee. The Standard Details identify the minimums required.

F. Electric Cable 600 Volt, Plastic Insulated Materials.

6. **Taped Splices.** Taped Splices are only allowed with prior approval from the Village Engineer **Director of Engineering**, or his designee. A taped splice shall mean a splice of pigtail construction

made with a spring connector, rubber tape, and plastic/vinyl tape according to the following descriptions and construction methods:

H. **Granular Trench Backfill.** At locations indicated by the ~~Village Engineer~~ **Director of Engineering** or designee, a trench shall be constructed to accommodate the cable duct or unit. The trench shall be backfilled with granular material in accordance with Section 810 of the IDOT Standard Specification for Road and Bridge Construction, latest edition. The contractor or developer shall furnish the trench backfill material and shall appropriately dispose of all surplus backfill material.

I. **Construction Methods.**

- a. The cable duct shall be placed in the bottom of the trench only after all existing loose granular material has been removed, and the trench area has been bedded with granular backfill material, as directed by the ~~Village Engineer~~ **Director of Engineering** or designee.
- b. Any material excavated from the trench may be used as backfill provided it does not conflict with the above, and the material is approved by the ~~Village Engineer~~ **Director of Engineering** or designee. However, if the material in question has been excavated from the roadway area, replacement material must be granular trench backfill regardless of what material has been excavated from the trench.

J. **Acceptance of Street Lighting System.**

- 1. Once the street lighting system has been initially installed according to the specifications set forth in this Section, the ~~Village Engineer~~ **Director of Engineering** or designee shall, upon the request of the developer, inspect the system and prepare a list of items for repair (punch list) (commonly referred to as a "punch list"). The punch list shall be provided to the developer or their designee. When the appropriate repairs have been made, the Village shall accept the lighting system for luminaire maintenance only. The developer remains responsible for the lighting system and shall therefore be responsible for any damage due to construction, including cable hits and pole knock-downs. The Village shall accept the lighting system when the development is formally accepted in letter form, as written by the Director of Development Services or designee.

SECTION 6-408 – SANITARY SEWER SYSTEM

D. **Basic Design Standards.**

1. **Design Flows.**

- a. Design flows for single and multiple residential development shall be based upon full development of the service area with the population served, estimated as follows:

Type of Dwelling Unit	Number of Persons
Studio	1
1 Bedroom	2
2 Bedroom	3
3 Bedroom	4
4 Bedroom	5

The maximum daily per capita design flow shall be calculated using the formula:

The maximum daily per capita design flow shall be calculated using the formula:

$$Q = 500(P)^{1/5}$$

Where Q^* = maximum design flow, in gallons per capita per day (“gpcpd”)

P = population served, in thousands

*Not to exceed 400 gpcpd or be less than 250 gpcpd

For undeveloped residential areas where the details of future developments are not known, design population (P) per acre may be estimated by the ~~Village Engineer~~ **Director of Engineering**.

b. Design flows for non-residential developments shall be based on full development of service area with the maximum daily per capita design flow calculated as follows:

Type of Establishment	Unit	Average Flow in Gals/day/unit
Shopping Center (without food service or laundries)	Employee	0.10 gal/sq. ft.
Store	Employee (1 shift)	25
Office	Person (1 shift)	25
Industrial		
- with showers	Person	35
- without showers	Person	25
Restaurant	Meal Served	7
Theater	Per Seat	5
Hotel	Per Guest	100

* Quantities are exclusive of process water requirements which must be estimated and added.

For non-residential developments where the details of the development are not established, domestic design flows may be estimated by the ~~Village Engineer~~ **Director of Engineering**. Such flow estimate shall not relieve the owner or developer of the responsibility to provide adequate sanitary sewer capacity in order to meet any and all future requirements within the development.

4. **Alignment.** Sewers shall be laid straight in both horizontal and vertical planes between manholes, unless otherwise approved by the ~~Village Engineer~~ **Director of Engineering**.

6. **Sanitary Sewer Manholes.**

b. Where possible, sanitary sewer facilities shall be designed to avoid the use of a drop manhole. A drop manhole shall be provided for manholes with any pipe having a difference in invert elevation more than seventy-two (72) inches above the invert of the sewers leaving such manholes. Small drops may be used in the event of utility conflicts, where approved by the ~~Village Engineer~~ **Director of Engineering**. The invert of the outlet pipe from a drop pipe must match the springline elevation of the precast manhole bench. All drop manholes must be precast with monolithic drop pipe assemblies.

7. **Sewer Depth.** Sanitary sewers shall be constructed at a minimum depth of eight (8) feet and shall provide an outfall for all sanitary sewage within the existing and future ultimate service area, unless approved by the ~~Village Engineer~~ **Director of Engineering**. The eight-foot depth is intended

to eliminate the service line separation deficiencies which commonly occur between sanitary sewer placed at six feet deep and water mains at five feet deep.

8. **Lift Stations.**

b. Lift station and force main designs shall be submitted for review and approval to the ~~Village Engineer~~ **Director of Engineering**, the Illinois Environmental Protection Agency, and the Metropolitan Water Reclamation District of Greater Chicago.

d. A stand-by internal combustion power source shall be provided for lift stations. The power source shall be natural gas-fueled for output rating less than 100 kW and shall be diesel-fueled for 100 kW and above.

As an alternate, the ~~Village Engineer~~ **Director of Engineering** may allow a dual connection to the power system as a method of providing stand-by power in cases where such an alternate would provide an equal degree of reliability, and also would provide an economy to the Village over the service life of the alternate stand-by power system.

10. **Sewer Pipe Bedding.**

b. Sewer pipe concrete cradle, arch, or full encasement shall be constructed whenever dictated by trench or embankment conditions as directed by the ~~Village Engineer~~ **Director of Engineering**.

E. **Material Specifications.** All sanitary sewer system elements shall conform to the following specifications:

1. **Casing Pipes (Exhibit PC-01).** Bituminous coated steel pipe - ASTM A120, 0.375" minimum thickness. All casing pipes shall utilize appropriate stainless steel spacers, per manufacturer's specifications, to support the sewer pipe as directed by the ~~Village Engineer~~ **Director of Engineering**.

6. **Castings.**

c. **Water Tightness.** Where necessary to prevent entry of overland flow, a water tight frame and self-sealing lid shall be used, 7" East Jordan Iron Works, Inc. #1022Z1 PT4 (4 bolt lock down) frame and 1020A HD GS lid embossed with "SANITARY SEWER" and "VILLAGE OF ORLAND PARK," Sanitary Manhole Frame and Cover - Standard Detail No. SS-04 or as required by the ~~Village Engineer~~ **Director of Engineering**.

F. **Design Flows.**

3. **Design Slopes.** Minimum and maximum slopes are tabulated below. The slopes are those that produce minimum and maximum velocities of 2.0 ft/sec. and 15.0 ft/sec. respectively, based on Kutter's formula, with $n = 0.013$ and the pipe flowing full, unless approved by the ~~Village Engineer~~ **Director of Engineering**.

I. **Handling of Pipe.** Sanitary sewer pipe shall be handled in a manner that will prevent damage prior to installation. Damaged or defective material on the job site shall be rejected and replaced to the satisfaction of the ~~Village Engineer~~ **Director of Engineering**. Methods of construction conducive to the damage of sewer pipe shall be corrected when called to the attention of the contractor. All pipe and fittings shall be examined by the contractor above grade before placement in the trench.

J. **Laying of Pipe.**

1. **Sanitary Sewer Pipe.** Sanitary sewer pipe shall be laid true to line and grade as set forth in the Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition (July 2009), and/or latest revision. Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations and any pipe or fitting that has been installed with dirt or foreign material in it shall be removed, cleaned, and relaid. At times when

pipe laying is not in progress, the open end of the installed pipe shall be closed with a water tight plug or by other means approved by the ~~Village Engineer~~ **Director of Engineering** to ensure absolute cleanliness and avoidance of extraneous flows inside the pipe.

2. **Laying of Pipe on Curves.** The curvature of sanitary sewers is not allowed unless, in the opinion of the ~~Village Engineer~~ **Director of Engineering**, special circumstances dictate otherwise. Pipe required to be laid on curved alignment shall be joined in straight alignment and then deflected, joint by joint. Special care shall be taken in blocking the pipe, and in no case shall the degree of deflection exceed the manufacturer's recommendations for the respective pipe size, material and barrel length.

4. **Depth of Pipe Cover.** All pipe shall be laid to a minimum depth of eight (8) feet measured from the proposed ground surface to the top of the pipe barrel unless specifically allowed otherwise under special circumstances by the ~~Village Engineer~~ **Director of Engineering**.

K. **Installation Requirements.**

2. Sewer system design and construction shall in all respects be in accordance with the regulations of the MWRDGC and the Illinois Environmental Protection Agency. No construction shall commence until evidence of the approved permits from these agencies is filed with the ~~Village Engineer~~ **Director of Engineering**.
6. The contractor shall keep a record of the location of all sewer services by measurement to the nearest downstream manhole. Such records shall be delivered to the ~~Village Engineer~~ **Director of Engineering** at the completion of the work.

L. **Inspection and Test.**

3. **T.V. Inspections.**

- a. Upon completion of construction and prior to initiation of the maintenance guarantee period, a T.V. inspection shall be performed. Video and a written report of all television inspections shall be provided to the Village prior to the initial acceptance provided for by this Section. The form of the report and video format shall be approved by the ~~Village Engineer~~ **Director of Engineering**.

4. **Infiltration Testing.**

- c. Immediately after backfilling, the entire length of the sewer trench, including stubs, shall be inundated to normal ground water level or eighteen (18) inches above the top of sewer pipe, whichever is higher. At that time, infiltration tests shall be made to determine compliance with the allowable infiltration criteria. To measure the amount of infiltration, the contractor shall furnish, install, and maintain a V-notch shape crested weir in a metal frame tightly secured at the lower end of each sewer test section as directed by the ~~Village Engineer~~ **Director of Engineering**. The ~~Village Engineer~~ **Director of Engineering** shall check the infiltration by measuring the flow over such weirs. When infiltration is demonstrated to be within the allowable limits, the contractors shall remove such weirs.

5. **Exfiltration Testing.** If during the construction of the sewer system, the ~~Village Engineer~~ **Director of Engineering** determines that it is impractical to obtain a proper infiltration test, then a test for water tightness shall be made by bulk heading the manhole at the lower end of the section under test and filling the sewer with water to eighteen (18) inches above the top of the sewer in the manhole at the upper end of the section. Leakage will then be calculated as the measured amount of water added to maintain the above described level at a maximum allowable exfiltration rate of one hundred (100) gallons per inch of diameter of sewer per mile per twenty-four (24) hour day at any time for any section of the system.

6. **Air Testing.** All Polyvinyl Chloride (PVC) and Polyvinyl Chloride Molecularly Oriented Pressure Pipe (PVCO) will require low pressure air testing meeting ASTM F1417. The ~~Village Engineer~~ **Director of Engineering** may require air testing for other pipe materials in accordance with ASTM C828.

SECTION 6-410 – WATER SUPPLY

B. Basic Design Standards.

1. **System Extension.**

e. Developer shall be required to extend water distribution system as determined by ~~Village Engineer~~ **Director of Engineering**.

2. **Maximum Day Consumption.** For purposes of water main design, maximum day consumption for water main design shall be based on the following table:

Type of Establishment	Unit	Maximum Day Consumption Gal/day/unit*
Retail	(> 100,000 sq. ft.)	105
Retail	(< 100,000 sq. ft.)	65
Office	Person (1 shift)	50
Industrial	Person (1 shift)	75
Restaurant	Meal Served	15
Theater	per Seat	10
Hotel	per Guest	210

* Quantities are exclusive of process water requirements which must be estimated and added. For other than residential developments, when the details of the development are not known, maximum day consumption and fire flow may be estimated by the ~~Village Engineer~~ **Director of Engineering**. Such estimate shall not relieve the owner or developer of the responsibility of providing adequate main capacity for any and all future needs within the development.

5. **Required Fire Flow and Pressure.** A separate fire flow report shall be prepared that indicates that at selected locations, and at any other locations that may be selected by the ~~Village Engineer~~ **Director of Engineering**, the fire flows required, in excess of maximum daily consumptive demands, will be supplied using a "C" factor of 100, ignoring fittings, and with a minimum residual hydrant pressure of twenty (20) psi. Required fire flow shall be computed as detailed in the "Guide for Determination of Required Fire Flow," latest edition, published by the Insurance Service Office. Watermains shall be sized and set at grades to provide ISO fire protection flow rates. The developer shall bear the cost of the flow studies. Flow tests are to be performed to verify compliance w/ the guide.

Single-Family Residential	1500	GPM @ 25 PSI
Multi-Family Residential	2500	GPM @ 25 PSI
Commercial - Industrial	3500	GPM @ 25 PSI

C. Material Specifications and Details.

12. **Valve Vaults.** (Exhibit Nos. WM-01 and WM-02).

b. Size: For -, 8", - and smaller diameter valves, valve vaults shall have a 60" inside diameter; for pressure connections and valves -10" and larger in diameter, valve vaults

shall have a minimum 72" inside diameter or as required by the ~~Village Engineer~~ **Director of Engineering**.

E. Water Service Line.

1. Installation and Location. A water service line is a water pipe connected at the water main by a brass corporation stop or a ductile iron fitting. Such pipe is extended horizontally at right angles with the water main to the front line of a lot or single building which it is to serve. The service pipe shall be provided with a brass curb stop or gate valve at the mid-point between the curb and the sidewalk unless otherwise specified by the ~~Village Engineer~~ **Director of Engineering**. A cast iron curb box shall be installed over curb stops. A valve vault shall be provided for gate valves - three (3) inches and larger. All water service lines shall be located at the approximate center of each lot at a minimum depth of five (5) feet. A water service curb box that falls within a hard service area shall be relocated.

H. Construction Requirements.

3. Laying Water Main.

- a. The contractor shall keep the trench free from water while the water main is being placed and until the pipe joint has been sealed to the satisfaction of the ~~Village Engineer~~ **Director of Engineering**.
- c. In making joints, all portions of the joining materials and the socket and spigot ends of the joining pipe shall be wiped clean of all foreign materials. The actual assembly of the jointing shall be in accordance with the manufacturer's installation instructions and/or as directed by the ~~Village Engineer~~ **Director of Engineering**. During construction, until jointing operations are complete, the open ends of all pipes shall be at all times protected and sealed with temporary watertight plugs.

K. Disinfection.

6. All water mains shall be disinfected and tested according to the requirements of the "Standards for Disinfecting Water Mains," AWWA C601, and as required by this Section. All disinfection, as required by this Section, shall be performed by an independent firm exhibiting experience in the methods and techniques of this operation, and shall be approved by the ~~Village Engineer~~ **Director of Engineering**.

L. Final Flushing and Testing.

1. Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipeline at its extremities until the replacement water, throughout its length shall, upon test, be approved as safe water by the ~~Village Engineer~~ **Director of Engineering**. This quality of water delivered by the new main should continue for a period of at least two (2) full days as demonstrated by laboratory examination of samples taken from a tap located and installed in such a way as to prevent outside contamination. Samples should never be taken from an unsterilized hose or from a fire hydrant because such samples seldom meet current bacteriological standards.
2. After disinfecting and flushing, a minimum of two (2) water samples shall be collected by the contractor on two successive days, with notice given, so that the collection may be witnessed by the ~~Village Engineer~~ **Director of Engineering**. Bacteriological sampling and analysis of the samples shall be performed by a laboratory approved by the Illinois Department of Public Health and the ~~Village Engineer~~ **Director of Engineering**. Should the initial treatment result in an unsatisfactory bacterial test, the procedure shall be repeated until satisfactory results are obtained. The contractor or developer shall pay for the sampling and analysis. Results of the analysis shall be transmitted by the laboratory directly to the ~~Village Engineer~~ **Director of Engineering**. Test results shall indicate the date the sample was collected, the date the analysis was made, the exact locations at which samples were taken, the firm submitting the sample, and

the project at which the samples were collected. Sufficient samples shall be collected in order to insure that the system is bacteriologically safe.

SECTION 6-411 – SOIL EROSION AND SEDIMENTATION CONTROL

C. Soil Erosion Control Plan and Permit Requirements.

5. Application for Permit.

g. The proposed phasing of development of the site, including stripping and clearing, rough grading and construction, and final grading and landscaping. Phasing should identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, and the sequence of clearing, installation of temporary sediment control measures, installation of storm drainage, paving streets and parking areas, and establishment of permanent vegetative cover.

The ~~Village Engineer~~ **Director of Engineering** may waive specific requirements for the content of submission upon written finding that the information submitted is sufficient to show that the work will comply with the objectives and principles of this Section and the standards contained in the Handbook incorporated by Subsection (E)(1).

E. Operation Standards and Requirements.

4. Special Precautions.

a. If at any stage of the grading of any development site the ~~Village Engineer~~ **Director of Engineering** determines by inspection that the nature of the site is such that further work authorized by an existing permit is likely to imperil any property, public way, watercourse or drainage structure, the ~~Village Engineer~~ **Director of Engineering** may require, as a condition of allowing the work to be done, that such reasonable special precautions be taken as is considered advisable to avoid the likelihood of such peril. "Special precautions" may include, but shall not be limited to, a more level exposed slope, construction of additional drainage facilities, berms, terracing, compaction, cribbing, or installation of plant materials for erosion control. Said special precautions shall, as much as possible, reflect the standards contained in the Handbook.

b. On large operations or where unusual site conditions prevail, the ~~Village Engineer~~ **Director of Engineering** or his designee may specify the timing of grading or may require that the operations be conducted in specific stages so as to insure completion of protective measures or devices prior to the advent of seasonal rains. Said specifications or requirements shall, as much as possible, reflect the standards contained in the Handbook.

SECTION 6-412 – LOCAL STREAM AND WATERBODY PROTECTION

H. Site Grading and Excavation.

2. Unless otherwise provided in this Section the following restrictions, requirements and standards shall apply to all construction:

b. no grading, filling, cleaning, clearing, terracing or excavation of any kind shall be initiated until final engineering plans are approved and the application is approved by the ~~Village Engineer~~ **Director of Engineering**; and

J. Watercourse Relocation and Minor Modifications.

3. Modification of watercourses as a convenience for site design purposes shall not be permitted. Stream modification, when permitted, shall be subject to the following conditions and restrictions:

c. prior to diverting water into a new channel, a qualified professional approved by the ~~Village Engineer~~ **Director of Engineering** inspects the stream modification and issues a

written report to the ~~Village Engineer~~ **Director of Engineering** that the modified stream complies with the requirements of this Section.

L. **Stream Channel and Waterbody Development Permit.**

1. Except as otherwise provided in this Section, to ensure that proposed development can be carried out which is compatible and harmonious with the natural amenities of the stream channel area and with surrounding land uses, no person shall commence development within the minimum setback area without first having obtained a Stream Channel and Waterbody Development Permit. A request for a permit shall be submitted to and approved by the ~~Village Engineer~~ **Director of Engineering**.
2. No permit shall be issued unless the applicant submits engineering data, surveys, site plans and other information as the Village may reasonably require in order to determine the effects of such development on the affected land and water areas. The permit shall not be approved by the ~~Village Engineer~~ **Director of Engineering** unless:

M. **Permit Exceptions.** The permit provisions of this Section shall not apply to:

1. emergency work necessary to preserve life or property. When emergency work is performed under this Section, the person performing it shall report the pertinent facts relating to the work to the Village within ten (10) days after commencement of the work and shall thereafter obtain a special use permit and shall perform such work as may be determined by the ~~Village Engineer~~ **Director of Engineering** to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity of the watercourse; and

C. **Applicability.**

2. The actual boundaries of non-tidal wetlands shall ordinarily be determined by the applicant through the performance of a field survey applying the nontidal wetland definition. The Wetlands Map is to be used as a guide to the general location of nontidal wetlands. The applicant is required under Section 6-413-D.1 of this ordinance to show a Wetland District boundary on a scaled drawing submitted as part of the permit application. Evidence documenting the results of the boundary survey may be required by the ~~Village Engineer~~ **Director of Engineering**.

SECTION 6-413 – WETLANDS PROTECTION

D. **Permit Requirements.**

1. No regulated activity in or within 50 feet of a nontidal wetland may be conducted without a permit from the ~~Village Engineer~~ **Director of Engineering** and full compliance with the terms of this ordinance and other applicable regulations. All activities that are not permitted as of right or as special permit uses shall be prohibited.
2. Notwithstanding the provisions of this ordinance or any other law to the contrary, the ~~Village Engineer~~ **Director of Engineering** may issue a temporary nontidal wetlands permit through oral or written authorization, provided a written permit application is received within five days, if he or she deems that an unacceptable threat to life or severe loss of property will occur if an emergency permit is not granted. The emergency permit may be terminated at any time without process upon a determination by the ~~Village Engineer~~ **Director of Engineering** that the action was not or is no longer necessary to protect human health or the environment.
3. To guide restoration and creation actions should a violation occur; the ~~Village Engineer~~ **Director of Engineering** shall have the power to order the violator to develop a plan as described in Section 6-413 G.2. of this ordinance for the approval of the ~~Village Engineer~~ **Director of Engineering**. Field verification of absence or existence of wetland areas, in the form of a wetland report checklist, shall be provided for approval of the ~~Village Engineer~~ **Director of Engineering**.

SECTION 7-101 – CONSTRUCTION PROCEDURES

E. **Maintenance During Construction.** The subdivider shall clean and maintain all public ways, sewers, ponds and drains free from snow, mud, debris, trash or other extraneous material prior to acceptance of the street by the Village at all times during construction and as the ~~Village Engineer~~ **Director of Engineering** may otherwise deem necessary. The Police Department shall have the authority to issue tickets to the developer or his or her agents in the event of any such violation. The Village shall withhold any subsequent development approvals for the development until the tickets have been paid and the violation corrected.

F. **Construction Noise.** The subdivider shall take every precaution to assure that undue noise from construction operations is kept at a minimum. To assure that contractors are aware of this requirement, the following construction noise standard shall be made a part of all contracts entered into for construction of proposed improvements:

6. Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the ~~Village Engineer~~ **Director of Engineering**.

REQUEST FOR ACTION REPORT

File Number: **2021-0738**
 Orig. Department: **Finance Department**
 File Name: **Approve the Village of Orland Park, Illinois, Interim Report for the State and Local Fiscal Recovery Funds, part of the American Rescue Plan Act**

BACKGROUND:

The American Rescue Plan Act enacted several programs in order to provide a substantial infusion of resources to help turn the tide on the pandemic. The Coronavirus State Fiscal Recovery Funds (CSFRF) and Coronavirus Local Fiscal Recovery Funds (CLFRF) are intended to provide substantial flexibility for each government to meet local needs.

The Village of Orland Park is considered a Metropolitan City, and has been allocated \$5,004,738. The Fiscal Recovery Funds may be spent in the following areas:

- Support public health expenditures** , by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts** caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue** , using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers** , offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors; and
- Invest in water, sewer, and broadband infrastructure** , making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Village revenues were impacted by the pandemic in 2020. Pursuant to guidance, covered own-source revenue (Village-wide) was expected to increase by 4.1% (this was a standard established in the legislative guidance).

.....

ARPA funds can be used for the provision of government services, including maintenance or pay-go funded (i.e. not borrowed) building of infrastructure, including roads and other categories. The funds specifically cannot be used for debt payments, pension contributions or replenishing financial reserves. Staff believes that community parks are a critical infrastructure for Orland Park.

The Village of Orland Park serves a major economic hub of the southwest suburbs of Chicago. In 2020, the international pandemic had a negative impact on sales taxes, recreation revenues, commuter parking revenues, and other revenues.

The Village operates and manages seventy (70) parks (including four (4) major parks), 651 acres of park land, three (3) recreation facilities throughout the community. Over the past twenty (20) years, several of the Village's parks were falling into disrepair. The Village had been renovating one (1) neighborhood park every two (2) years. In recent years, the Village developed ramped up neighborhood park renovations, and was able to complete Phases I and II of renovations at the John Humphrey Complex, one (1) of the four (4) community parks.

One of the Village's strategic priority areas is Quality of Life. Maintaining updated parks, with modern amenities, is critical to the quality of life that Orland Park residents expect. With this in mind, the Village recently embarked on a master planning process for the four (4) community parks: Centennial Park, Centennial Park West, Schussler Park, and phase III of the John Humphrey Complex. This master planning process has involved several key stakeholders and community members to ensure future features are purposeful and in line with the needs and desires of all community members. Key infrastructure that will be considered include: all abilities play grounds and ball fields, renovated ball fields with artificial turf to allow use in all weather conditions throughout the year, adding football fields that can be used by other field sports, pollinator gardens and other environmentally sustainable features for a venue for concerts and school graduations, sledding hills, marinas, fishing piers, and many others.

See the attached report for additional discussion on the Uses of Funds, Revenue Reduction Calculation, Promoting Equitable Outcomes, Community Engagement and Projects.

Once approved, an interim report will be filed with U.S. Treasury, which is due November 6, 2021. The next reporting deadline will be January 31, 2022. The second tranche is expected to be provided to the Village in summer, 2022.

BUDGET IMPACT:

REQUESTED ACTION:

I move to recommend to the Village Board approving the Village of Orland Park, Illinois, Interim Report for the State and Local Fiscal Recovery Funds, part of the American Rescue Plan Act



ARPA Revenue Replacement Calculator

Background Information

1) Fiscal Year End	<input type="text" value="December"/>	<u>Notes:</u>
Base Year Revenue Period	<input type="text" value="12/31/2019"/>	FY used for base year calculation
2) Calculation Date	<input type="text" value="12/31/2020"/>	
Number of Months	<input type="text" value="12"/>	Months between Base Year and Calculation Date

Estimate Revenue

3) Base Year Revenue	<input type="text" value="\$ 95,832,163"/>	Use Worksheet to Calculate
4) Growth Rate	<input type="text" value="4.1%"/>	Use Worksheet to Calculate
Counterfactual Revenue	<input type="text" value="\$ 99,761,282"/>	Estimated Revenue Without Pandemic
5) Actual Revenue	<input type="text" value="\$ 91,044,734"/>	Use Worksheet to Calculate

Reduction in Revenue

Revenue Reduction

Fiscal Year Ended

12/31/2020

Base Year Revenue Worksheet



[Summary](#)

Fiscal Year Ended **12/31/2019**

Revenue Source	Base Revenue (Y/N)	Amount
Taxes		
Amount of tax collections for all taxes imposed by the government.		
Property Tax		
Property Tax	Y	\$ 26,094,272
Sales and Gross Receipts Tax		
General Sales and Use Tax	Y	\$ -
Selective Sales Tax		
Alcoholic Beverage	Y	\$ -
Amusements Sales Tax	Y	\$ -
Motor Fuels Sales Tax	Y	\$ -
Parimutuels Tax	Y	\$ -
Public Utilities Sales Tax	Y	\$ -
Tobacco Products Tax	Y	\$ -
Other Sales Tax	Y	\$ -
Licensing and Permit Taxes		
Alcoholic Beverage Licensing and Permits	Y	\$ -
Building/Construction Permits	Y	\$ -
Amusements Licensing and Permits	Y	\$ -
Motor Vehicles Licensing and Permits	Y	\$ -
Public Utilities Licensing and Permits	Y	\$ -
Occupation and Business Licensing and Permits	Y	\$ -
Other Licensing and Permits	Y	\$ 2,921,943
Income Tax		
Individual Income Tax	Y	\$ -
Corporate Income Tax	Y	\$ -
Other Taxes		
Death and Gift Tax	Y	\$ -
Documentary and Stock Transfer Tax	Y	\$ -
Severance Tax	Y	\$ -
Other	Y	\$ -
Intergovernmental Revenue		
Amount of revenue in form of grants, share of taxes imposed by others, PILOTs, or reimbursement for		
Intergovernmental Revenue		
From Other Local Governments	Y	\$ -
From the State	Y	\$ 31,941,644
From the Federal Government	N	\$ -
From the State and Financed from Federal Grants	N	\$ -
Other Revenue		
Amount of other revenue excluding any refunds or transfers between funds		
Utility Sales Revenue		
Water Supply System	N	\$ 16,951,971
Electric Power System	N	\$ -
Gas Supply System	N	\$ -
Transit or Bus System	N	\$ -
User Charges and Fees		
Sewerage Charges	Y	\$ 5,474,108
Refuse Collection, Disposal, and Recycling Charges	Y	\$ 6,109,416
Parks and Recreation Charges	Y	\$ 11,787,822
Airports	Y	\$ -
Hospital Charges	Y	\$ -
Parking Facilities	Y	\$ 294,748
Housing Project Rentals	Y	\$ -
Highways and Other Roads	Y	\$ -
Sea and Inland Port Facilities	Y	\$ -
Miscellaneous Commercial Activities Operated	Y	\$ -
Other	Y	\$ 6,619,972
Other Revenue		

Special Assessments	Y	\$	-
Receipts from Sale of Property and Other Capital Assets	Y	\$	-
Proceeds from Issuance of Debt	N	\$	5,220,677
Interest Earnings	Y	\$	1,827,835
Fines and Forfeitures	Y	\$	1,182,537
Rents	Y	\$	-
Royalties	Y	\$	-
Private Donations	Y	\$	-
Sale of Retail or Wholesale Liquor	N	\$	-
Trust Revenue	N	\$	-
Refunds and Other Correcting Transactions	N	\$	-
Miscellaneous Other Revenue	Y	\$	1,577,866
Total		\$	118,004,811
Total Included in Base Revenue		\$	95,832,163

Growth Rate Calculation



NOTE: This form is only required if annual revenue growth prior to the pandemic exceeds 4.1%. If not, 4.1% rate of growth will be used

Revenue Source	Base Revenue (Y/N)	FY Ended 12/31/2016	FY Ended 12/31/2017	FY Ended 12/31/2018	FY Ended 12/31/2019
Taxes Amount of tax collections for all taxes imposed by the government.					
Property Tax					
Property Tax	Y	\$ 46,356,614	\$ 26,434,814	\$ 26,064,213	\$ 26,094,272
Sales and Gross Receipts Tax					
General Sales and Use Tax	Y				\$ -
Selective Sales Tax					
Alcoholic Beverage	Y				\$ -
Amusements Sales Tax	Y				\$ -
Motor Fuels Sales Tax	Y				\$ -
Parimutuels Tax	Y				\$ -
Public Utilities Sales Tax	Y				\$ -
Tobacco Products Tax	Y				\$ -
Other Sales Tax	Y				\$ -
Licensing and Permit Taxes					
Alcoholic Beverage Licensing and Permits	Y				\$ -
Building/Construction Permits	Y				\$ -
Amusements Licensing and Permits	Y				\$ -
Motor Vehicles Licensing and Permits	Y				\$ -
Public Utilities Licensing and Permits	Y				\$ -
Occupation and Business Licensing and Permits	Y				\$ -
Other Licensing and Permits	Y	\$ 3,141,593	\$ 2,883,200	\$ 2,139,044	\$ 2,921,943
Income Tax					
Individual Income Tax	Y				\$ -
Corporate Income Tax	Y				\$ -
Other Taxes					
Death and Gift Tax	Y				\$ -
Documentary and Stock Transfer Tax	Y				\$ -
Severance Tax	Y				\$ -
Other	Y				\$ -
Intergovernmental Revenue Amount of revenue in form of grants, share of taxes imposed by others, PILOTS, or reimbursement for services					
Intergovernmental Revenue					
From Other Local Governments	Y				\$ -
From the State	Y	\$ 9,548,911	\$ 29,471,620	\$ 30,264,973	\$ 31,941,644
From the Federal Government	N				\$ -
From the State and Financed from Federal Grants	N				\$ -
Other Revenue Amount of other revenue excluding any refunds or transfers between funds					
Utility Sales Revenue					
Water Supply System	N	\$ 16,326,541	\$ 17,880,835	\$ 16,911,498	\$ 16,951,971
Electric Power System	N				\$ -
Gas Supply System	N				\$ -
Transit or Bus System	N				\$ -
User Charges and Fees					
Sewerage Charges	Y	\$ 4,804,593	\$ 5,617,358	\$ 5,505,723	\$ 5,474,108
Refuse Collection, Disposal, and Recycling Charges	Y	\$ 5,323,242	\$ 5,533,705	\$ 5,677,917	\$ 6,109,416
Parks and Recreation Charges	Y	\$ 7,681,612	\$ 10,589,606	\$ 11,056,107	\$ 11,787,822
Airports	Y				\$ -
Hospital Charges	Y				\$ -
Parking Facilities	Y	\$ 321,720	\$ 307,479	\$ 306,240	\$ 294,748
Housing Project Rentals	Y				\$ -
Highways and Other Roads	Y				\$ -
Sea and Inland Port Facilities	Y				\$ -
Miscellaneous Commercial Activities Operated	Y				\$ -
Other	Y	\$ 7,381,474	\$ 7,794,773	\$ 7,947,314	\$ 6,619,972
Other Revenue					
Special Assessments	Y				\$ -
Receipts from Sale of Property and Other Capital Assets	Y				\$ -
Proceeds from Issuance of Debt	N	\$ 678,000	\$ 8,615,192	\$ 1,271,800	\$ 5,220,677
Interest Earnings	Y	\$ 2,350,500	\$ 2,337,074	\$ 1,250,045	\$ 1,827,835

Fines and Forfeitures	Y	\$ 1,080,008	\$ 1,271,858	\$ 1,265,451	\$ 1,182,537
Rents	Y				\$ -
Royalties	Y				\$ -
Private Donations	Y				\$ -
Sale of Retail or Wholesale Liquor	N				\$ -
Trust Revenue	N				\$ -
Refunds and Other Correcting Transactions	N				\$ -
Miscellaneous Other Revenue	Y	\$ 11,959,837	\$ 18,003,449	\$ 2,209,799	\$ 1,577,866
Total		\$ 116,954,645	\$ 136,740,963	\$ 111,870,124	\$ 118,004,811
Total Included in Base Revenue		\$ 99,950,104	\$ 110,244,936	\$ 93,686,826	\$ 95,832,163

Growth Rate	10.3%	-15.0%	2.3%
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Average Growth Rate	-0.8%
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Growth Rate Used for Calculation	4.1%
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Actual Revenue Worksheet



[Summary](#)

12 Months Period Prior to **12/31/2020**

Revenue Source	Base Revenue (Y/N)	Amount
Taxes		
Amount of tax collections for all taxes imposed by the government.		
Property Tax		
Property Tax	Y	\$ 24,825,575
Sales and Gross Receipts Tax		
General Sales and Use Tax	Y	\$ -
Selective Sales Tax		
Alcoholic Beverage	Y	\$ -
Amusements Sales Tax	Y	\$ -
Motor Fuels Sales Tax	Y	\$ -
Parimutuels Tax	Y	\$ -
Public Utilities Sales Tax	Y	\$ -
Tobacco Products Tax	Y	\$ -
Other Sales Tax	Y	\$ -
Licensing and Permit Taxes		
Alcoholic Beverage Licensing and Permits	Y	\$ -
Building/Construction Permits	Y	\$ -
Amusements Licensing and Permits	Y	\$ -
Motor Vehicles Licensing and Permits	Y	\$ -
Public Utilities Licensing and Permits	Y	\$ -
Occupation and Business Licensing and Permits	Y	\$ -
Other Licensing and Permits	Y	\$ 1,906,579
Income Tax		
Individual Income Tax	Y	\$ -
Corporate Income Tax	Y	\$ -
Other Taxes		
Death and Gift Tax	Y	\$ -
Documentary and Stock Transfer Tax	Y	\$ -
Severance Tax	Y	\$ -
Other	Y	\$ -
Intergovernmental Revenue		
Amount of revenue in form of grants, share of taxes imposed by others, PILOTs, or reimbursement for		
Intergovernmental Revenue		
From Other Local Governments	Y	\$ -
From the State	Y	\$ 33,841,776
From the Federal Government	N	\$ -
From the State and Financed from Federal Grants	N	\$ -
Other Revenue		
Amount of other revenue excluding any refunds or transfers between funds		
Utility Sales Revenue		
Water Supply System	N	\$ 19,468,011
Electric Power System	N	\$ -
Gas Supply System	N	\$ -
Transit or Bus System	N	\$ -
User Charges and Fees		
Sewerage Charges	Y	\$ 5,976,568
Refuse Collection, Disposal, and Recycling Charges	Y	\$ 6,299,969
Parks and Recreation Charges	Y	\$ 7,865,438
Airports	Y	\$ -
Hospital Charges	Y	\$ -
Parking Facilities	Y	\$ 70,261
Housing Project Rentals	Y	\$ -
Highways and Other Roads	Y	\$ -
Sea and Inland Port Facilities	Y	\$ -
Miscellaneous Commercial Activities Operated	Y	\$ -

Other	Y	\$	6,710,333
Other Revenue			
Special Assessments	Y	\$	-
Receipts from Sale of Property and Other Capital Assets	Y	\$	-
Proceeds from Issuance of Debt	N	\$	11,643,499
Interest Earnings	Y	\$	1,677,494
Fines and Forfeitures	Y	\$	885,451
Rents	Y	\$	-
Royalties	Y	\$	-
Private Donations	Y	\$	-
Sale of Retail or Wholesale Liquor	N	\$	-
Trust Revenue	N	\$	-
Refunds and Other Correcting Transactions	N	\$	-
Miscellaneous Other Revenue	Y	\$	985,290
Total		\$	122,156,244
Total Actual Base Revenue		\$	91,044,734



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O'Sullivan

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**ORLAND
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Village of Orland Park, Illinois, Interim Report for the State and Local Fiscal Recovery Funds, part of the American Rescue Plan Act

DUNS Number 010609261**October 4, 2021**

Executive Summary

The Village of Orland Park, Illinois, serves a major economic hub of the southwest suburbs of Chicago. In 2020, the international pandemic had a negative impact on sales taxes, recreation revenues, commuter parking revenues and other revenues.

The Village operates and manages seventy (70) parks (including four major parks), 651 acres of park land, three (3) recreation facilities throughout the community. Over the past twenty (20) years, several of the Village's parks were falling into disrepair. The Village had been renovating one (1) neighborhood park every two (2) years. In recent years, the Village developed ramped up neighborhood park renovations, and was able to complete most renovations of the John Humphrey Complex, one (1) of the four (4) community parks.

One of the Village's strategic priority areas is Quality of Life. Maintaining updated parks, with modern amenities is critical to the quality of life that Orland Park residents expect. With this in mind, the Village recently embarked on master planning process for the four (4) community parks: Centennial Park, Centennial Park West, Schussler Park and phase III of the John Humphrey Complex. This master planning process has involved several key stakeholders and community members to ensure future features are purposeful and in line with the needs and desires of all community members. Key infrastructure that will be considered include: all abilities play grounds and ball fields, renovated ball fields with artificial turf to allow use in all weather conditions throughout the year, adding football fields that can be used by other field sports, pollinator gardens and other environmentally sustainable features, venue for concerts and school graduations, sledding hills, marinas, fishing piers, and many others.

Uses of Funds

Due to the decline in revenues that occurred in 2020, the Village will be utilizing Revenue Replacement, and will fund the design and renovation of the Village's community parks, a key infrastructure component for an active and engaged community.

The Village of Orland Park has been allocated \$5,004,738 and received the first tranche of \$2,502,369 on September 7, 2021.

Revenue Reduction Calculation

The annual growth rate for audited financial data for the years ended December 31, 2016 through 2018 was -0.8%. Therefore, the growth rate used for this calculation was 4.1%, pursuant to program guidance.

Base year revenue (Fiscal year ended 12/31/2019)	\$95,832,163
Estimated revenue without the pandemic (at 4.1% growth rate)	\$99,761,282
Actual revenue (Fiscal year ended 12/31/2020)	\$91,044,734
Revenue Reduction	\$8,716,548
Allocated revenue	\$5,004,738

The Village's revenue declined by \$8,716,548, which is much greater than the amount allocated under this program.

Promoting equitable outcomes

The master planning efforts promote equitable outcomes by incorporating feedback from community groups, residents and stakeholders. The Village has reached out directly to residents near the parks, has held multiple community meetings, met with community groups, and has invited all stakeholders to provide input. The projects that will be implemented from the master plan and ultimately the community park renovations will increase recreational activities for all interests and abilities.

Community Engagement

The Community has been invited to participate in the planning process in a number of ways.

On July 12, 2021, Wight & Co. (the firm hired to coordinate the master plan) hosted a kick-off meeting with the master plan team to review existing parks conditions, gain an understanding of staff's goals for each park, develop an overall schedule (attached), identify target audiences for engagement, and to set dates for potential engagement sessions.

On August 12, 2021, representatives from the Boys Orland Youth Association, Girls Orland Youth Association, the Orland Park Soccer Club, Girls Sparks and the Chicago Fire met with Wight & Co. to share their needs and vision for each of the parks.

On August 24, 2021, Wight & Co. hosted a meeting with the Recreation Advisory Board to gain an understanding of the Board's desired improvements for each park.

Community engagement sessions were hosted in-person on August 30, 2021, and by Zoom on September 1, 2021. Postcard notices were mailed to 877 residents residing near the

planned parks inviting resident participation. Additionally, a robust social media campaign, as well as over 7,000 e-mail contacts, was sent to notify residents of these engagement opportunities. Approximately sixty (60) residents participated providing input centered around nine (9) categories. Participants then provided input and voted on the most desirable improvements for each park.

In addition, a survey instrument was developed and distributed to 300 randomly selected Orland Park residents throughout the community to ensure statistical validity. The survey has also been made available to all community members so all voices have the opportunity to be heard.

Projects

Once the master plan for community parks has been completed, SLFRF will be used for the design and construction of park infrastructure improvements. Because the master plan remains in progress, the specific spending plan and allocation among the parks has not yet been determined. To date, no SLFRF dollars have been obligated or expended. Without the SLFRF allocations, the specific funding source for community park renovations has not been finalized.

Category		Cumulative expenditures to date (\$)	Amount spent since last Recovery Plan
6	Expenditure Category: Revenue Replacement		
6.1	Provision of Government Services	\$0.00	\$0.00

REQUEST FOR ACTION REPORT

File Number: **2021-0739**
Orig. Department: **Development Services Department**
File Name: **Rental Housing Fee Changes - Village Code Section 5-8-2**

BACKGROUND:

Currently fees for rental housing are assessed at \$50.00 per year, per building (as defined by the Building Code). Additionally, rental units are inspected every three (3) years and during the inspection year a landlord will pay the aforementioned \$50.00 registration fee plus a tri-annual inspection fee, based on the type of unit. A single family dwelling pays \$150.00. A two (2) dwelling unit building pays \$200. Finally, an apartment building with three (3) or more dwelling units pays \$200.00 plus \$50.00 per unit for every unit over two (2) units.

With additional townhome rental products being added to the market, it has become apparent that these three unit types are insufficient to capture all rental housing unit types. The definitions are therefore being adjusted to clarify that regardless of housing type, a single fee structure is charged. That fee structure descends with number of units at a single location in recognition of the efficiencies derived by coordinating with a single owner and inspecting multiple units in a single trip.

Furthermore, the current structure creates variable payments from year to year that create confusion where landlords have complained that their fee suddenly increased dramatically (the extra payment for the inspection year) and create inequity should a rental ownership transfer within the three (3) year cycle. In order to eliminate these issues and to simplify the collection of the fee, Staff proposes a single annual registration and inspection fee formula leveled across the three (3) year cycle. The proposed formula was derived to closely match the equivalent of splitting the existing fees into equal annual payments.

The units will still be inspected on a tri-annual basis, but the fee will be spread evenly across all years so that there is not the aforementioned spike during the inspection year. This will also make the budget process easier due to the consistency of the revenue each year. This fee will be easier for staff to administer, thereby reducing overhead burden. Finally, the fee will be more consistent for landlords, and when ownership changes the new owner will pay the same as previous owners regardless of when the last inspection took place.

The new proposed fee structure would be \$100 per unit plus \$15 per additional unit. With this formula, all the fees are consistent annually, and remain within a few percent of the existing annualized fee; see attached spreadsheet.

BUDGET IMPACT:

The proposed fees were derived by aggregating the total three (3) year cost and dividing by the three (3) year cycle, resulting in a net zero impact to total lifecycle fee collection.

REQUESTED ACTION:

I move to recommend to the Village Board of Trustees to approve an Ordinance that incorporates the changes to Village Code Section 5-8-1, as fully described in the above staff report.

CHAPTER 8
RENTAL HOUSING

SECTION:

- 5-8-1: Administration General Provisions
 - 5-8-1-1: Purpose
 - 5-8-1-1-1: Crime Prevention Rental Housing
 - 5-8-1-2: Effective Date
 - 5-8-1-3: Interpretation and Application of Ordinance
 - 5-8-1-4: Scope
 - 5-8-1-5: Severability
 - 5-8-1-6: Responsible Department for Enforcement
 - 5-8-1-7: Occupancy and Registration
 - 5-8-1-8: Administration and Enforcement
 - 5-8-1-8-1: Enforcement
 - 5-8-1-8-2: Access for Inspection
 - 5-8-1-8-3: Violations
 - 5-8-1-8-4: Penalties
 - 5-8-1-9: Right of Appeal
- 5-8-2: Definitions
- 5-8-3: Licensing, Registration and fees
 - 5-8-3-1: Rental Registration
 - 5-8-3-2: Crime Fee Rental Housing Program
 - 5-8-3-3: Fees
 - 5-8-3-4: Penalties
- 5-8-4 Standards and Requirements
 - 5-8-4-1: Zoning Ordinance
 - 5-8-4-2: Property Maintenance
 - 5-8-4-3: Housing Standards
 - 5-8-4-4: Parking and Bicycles
 - 5-8-4-5: Tenant Responsibilities

5-8-1 ADMINISTRATION GENERAL PROVISIONS:

5-8-1-1 PURPOSE:

1. Minimum Residential Standards: The purpose of this Code is to provide minimum standards for the protection of the life, safety, health, welfare, and property of rental residential owners and tenants, as well as that of the general public.
2. Maximum Occupant Loads: To prevent the overcrowding of rental dwellings by requiring compliance with minimum space standards per occupant for each dwelling unit.
3. Prevent Slum Areas: To facilitate the enforcement of minimum standards for the maintenance of existing residential buildings and thus to prevent slums and blight.

4. Maintain Property Values: To preserve the value of land and buildings throughout the Village of Orland Park.

5. Crime-Free Housing: To reduce and prevent crimes from occurring within rental housing and neighborhoods.

5-8-1-1-1: CRIME PREVENTION:

This Code is intended to promote the reduction in crime with regulations that require the land/building owners to be annually licensed by the Village. A Rental Housing License will be issued when application forms are completed with the accurate tenant records as required by the Orland Park Police Department. "Crime Prevention Through Environmental Design" (CPED) will also be part of building construction standards.

Crime Free general reference Sections (5-8-2, 5-8-3-2, 5-8-3-3 item 6, 5-8-4-3 item 13, 5-8-4-6)

5-8-1-2: EFFECTIVE DATE:

This Code shall take effect and be in full force immediately upon approval of the Village Board of Trustees. After the effective date of this Code it shall be unlawful for any owner, as defined herein, to lease or operate Residential Rental Housing without registering each Rental Unit with the Village of Orland Park and obtaining a license to operate it as Residential Rental Housing and complying with the provisions of this Code, together with other applicable codes and ordinances of the Village of Orland Park.

5-8-1-3: INTERPRETATION AND APPLICATION OF CODE:

In their interpretation and application, the provisions of this Code shall be held to be minimum requirements adopted for the protection of the public health, safety, and welfare. This Code and The International Property Maintenance Code, 2006 or latest edition adopted by the Village (VC 5-8) shall apply, as minimum standards for maintenance of Residential Rental Housing. Where the requirements of this Code vary from any other lawfully adopted Village or state laws, rules, regulations, ordinances, codes, deed restrictions or covenants, the more restrictive or that imposing the higher standards shall govern. The Village does not enforce any private covenants between land owners or tenants or finally determine conflicts between neighboring property owners.

5-8-1-4: SCOPE:

This Code shall apply to all real property located within the incorporated limits of Orland Park, Illinois, which contains one or more Rental Units, as defined herein.

5-8-1-5: SEVERABILITY:

Should any section or provision of this Code be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Code as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

5-8-1-6: RESPONSIBLE DEPARTMENT FOR CODE:

The Village of Orland Park, Illinois has created this "Rental Housing Code" pursuant to its home rule powers and has designated the Development Services Department as the enforcement body. The Director of Development Services, or his/her designee, has the authority for enforcing the provisions of this Code and shall serve to render interpretations of this Code. The Crime Free Rental Housing Program will be coordinated by the Orland Park Police Department through the Chief of Police or his/her designee.

5-8-1-7: OCCUPANCY, LICENSE, AND REGISTRATION:

No Dwelling Unit may be occupied by other than the owner and owner's family without having been licensed, registered and inspected. The provisions of this Code's subsection 5-8-3 shall apply for Registration and Bi-Annual inspections of any Rental Unit within the Village. Occupancy limits shall be determined by the applicable Village Codes. No person, corporation or business entity of any kind or nature whatsoever, shall engage in the business of renting any Dwelling Unit to the public, or operating a Rental Dwelling or Dwelling Unit, rooming house or rooming unit, unless a valid and current Residential Rental License has been issued by the Village Clerk for the specific location. This agreement is not intended to apply to licensed professionals acting as brokers or agents, unless licensed professionals are owners or managers of property subject to this Code. No person shall rent or occupy a Dwelling Unit or rent or occupy any rooming house unit unless a current valid license has been issued for that specific location. This licensing requirement shall not apply to group homes governed by the Specialized Living Centers Act, 405 ILCS 25/1 et seq., dealing with the developmentally disabled, or other similar uses governed by state or federal laws, rules or regulations. No license shall be issued or renewed unless the owner or operator agrees in the application to such inspections as may be required pursuant to this chapter.

5-8-1-8: ADMINISTRATION AND ENFORCEMENT

5-8-1-8-1: ENFORCEMENT:

The Village of Orland Park Departments of Development Services and Police shall administer this Code. These Departments may delegate such duties and responsibilities in connection with the administration and enforcement of this Code to such persons as are appropriate for conformance through respective Department chain of command. The Development Services Director or the Chief of Police, may, when circumstances dictate, call upon the Police Department, County, State, Fire District or other authorities, agencies, codes or regulations in identifying and correcting conditions in rental housing which constitute violations of this Code or other duly enacted ordinances, regulations, or laws as applicable.

5-8-1-8-2: ACCESS FOR INSPECTION:

Upon presentation of proper credentials, Village authorized representatives may enter at reasonable times after giving notice to the landlord of any building, structure, or land within the Village to perform the duties imposed by this Code. Reasonable notice for

required scheduled inspections shall be defined as a minimum of ten (10) calendar days advance written notice. It shall be the responsibility of the landlord to notify the tenant (s) of inspection appointments, arrange access with the tenant (s) and provide access to all units. In the absence of the building landlord or landlord's agent, an adult at least eighteen (18) years of age must be present during the inspection.

1. Revocation of Registration:

Units not made accessible for inspection (or otherwise not inspected) in accordance with this Code, shall be in violation of this Code and shall not be licensed/registered or shall have the registration revoked.

2. Residential Rental Property Complaints:

In the case of a complaint of a potentially life or health threatening condition(s) or a property maintenance violation from any source, the Village may promptly inspect or investigate without prior notice, except that notice of such inspection or investigation shall be provided to the landlord or agent as soon as reasonably possible.

3. Inspection Areas:

Rental property inspections will include a physical inspection of the rental residential property including the interior of all rental units, building exterior, exterior structures such as garages and storage areas, common areas, basements/cellars, laundry areas, electrical, plumbing and storage areas, as deemed appropriate by the inspector/code enforcement official with the exception of personal items.

4. Denial of Access:

Except in the case of an emergency, if a tenant or property owner denies an inspector access to a rental property, the Director of Development Services or his/her designee shall apply to the Circuit Court for the issuance of an administrative search warrant for inspections under this Code.

5. Required Inspections:

Systematic Residential Rental Property inspections will be conducted tri-annually (every three years). Inspections based upon complaints received will be conducted as received and determined as necessary by the Village (see 5-8-1-8-2, 2.).

5-8-1-8-3: VIOLATIONS:

Violations of this Code and fines shall be as stated in this Chapter or as specified in the Administration Section 1-4 of the Village Code, if no fine is stated in this Chapter.

1. Time Limit for Removal:

When a licensing inspection of a Rental Residential Property reveals any violations of applicable codes, a compliance time frame will be set by the inspector/code official. In establishing a compliance time frame, the inspector/code official shall determine the reasonable minimal time necessary to correct the violations based upon the number and severity of the violations. The Village shall send notice to the property owner or the listed property agent by regular U.S. mail at the last address provided on the most recent license application. Said notice shall include the following:

- a. Description of the property sufficient for identification.
- b. A statement listing the violations of applicable codes.
- c. The date upon which the licensing re-inspection will occur.

d. An explanation that if upon completion of the licensing re-inspection, the requirements of applicable Village codes have not been met, it will be recommended to the Director of Development Services that the license be suspended or revoked.

2. Immediate Action:

Notice of violations involving imminent danger to the life, safety, health, welfare and/or property of the landlord and/or tenants may be made by any means reasonably calculated to provide actual notice, which shall include but not be limited to personal delivery, registered or certified mail, or posting of an appropriate notice on the premises.

3. Occupancy Denial:

In the case of imminent danger or fire hazard, structural failure or danger of imminent collapse, interruptions or failures in plumbing, heating, electrical systems, or other hazardous health situations, the Village may order immediate repair or correction and may order the premises vacated pending such repair or correction.

4. Citation Issuance:

If at the conclusion of the period established for corrective action, the violation has not, in the Village's reasonable judgment, been satisfactorily corrected, then the Village may issue citations in accordance with provisions of this Code, suspend or revoke the license for the affected unit or units, and have the rental unit vacated. Citations for local municipal violations are adjudicated through the Village of Orland Park Administrative Adjudication of Non Vehicular Code Violations, Title 1, Chapter 14.

a. Units vacated under this subsection shall be posted with signs indicating that the unit has been determined to be "Illegal", or if applicable "Unfit for Habitation" and that occupancy is prohibited until the rental unit has been inspected to verify that the violation has been corrected.

b. Any person who defaces or removes a posted sign as described in 4a above without the approval of the Village shall be in violation of this Code.

5. Time Limit to Vacate a Building or Unit:

If notification has been presented to the landlord that the property is not properly licensed or that the license has been suspended or revoked, the rental property or properties shall be vacated within sixty (60) days of notification by the Village.

a. If said property is not vacated within the sixty (60) day period, the landlord will be responsible for all fines as set forth in this Code. Citations will be issued with a mandatory court appearance. Fines imposed upon rental property owners who have initiated statutory eviction proceedings against tenant(s) pursuant to the Crime Free Program of this Code (Section 5-8-3-2) shall be waived so long as such eviction proceedings are pending and being actively pursued. This waiver does not relate to fines resulting from property maintenance violations.

b. Notification will be either personally delivered or mailed to the land-lord or property agent as listed on the most recent registration application. This notice to the tenants and occupants will be posted:

1 You are hereby notified that the license for this structure has been revoked or the owner has failed to license this residential rental property pursuant to Chapter 5 Title 8 of the Village of Orland Park Code.

2 You must vacate this structure within sixty (60) days of the date of this notice.

3 If you fail to vacate this structure, you will be in violation of this above referenced Code and subject to penalties and fines with a minimum of \$250.00 and a maximum of \$1,000 for each day you are found to be in violation with a mandatory court appearance.

6 Hearing/ Right of Appeal:

Whenever a property owner gets notice of a permit denial, suspension or threatened revocation and required vacating of a license issued under this Chapter, the licensee shall have the right to request a hearing. The request shall be made within seven (7) days of receipt of the notice. The request shall be made by certified or registered mail, overnight courier or hand delivery to the Development Services Department.

Whenever a request for a hearing is made, the Village President shall call a hearing by the procedures in Section 7-1-16 C of this Code. Appeal of the decision rendered following such a hearing may be taken pursuant to Section 7-1-16 D of this Code.

7 "Crime Free Rental Housing":

The landlord or managing agent will be in violation of this Code if he/she has not complied with all "Crime Free Housing" requirements as stated in Section 5-8-3-2. The Chief of Police or his/her designee shall designate a Crime-Free Rental Housing co-coordinator, who shall be responsible for conducting the Crime Free Housing Seminars and maintain a list of the attendees and their dates of attendance.

8 Unfit Properties:

The Village may prohibit persons from entering or occupying, except for repair related activity, any Rental Unit, building or structure, including utility and out buildings, found to be unfit, found not to comply with Village codes or ordinances, or that poses dangerous, unsafe, or unhealthy conditions for the building's occupants, passers-by, or the general public. Unfit properties shall be posted with appropriate language that does not permit occupancy. Any person, not the owner, who enters, occupies, uses or any person, including the owner, who permits others to enter, occupy or use the structure after such a posting shall be charged with trespassing. (Village Code Title 8, Chapter. 6 5-1) Each day the Rental Unit building or structure is entered, occupied or used following such a posting shall be considered a separate offense.

5-8-1-8-4: PENALTIES:

Any person, firm, corporation, or other entity violating any provision of this Chapter shall be subject to the penalties of all applicable codes and such person, firm, corporation, or other entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which such violation is committed, continued, or permitted, and upon finding that a violation has occurred, shall be fined in accordance with the appropriate provisions of this Chapter and according to the fine schedule located in Appendix B for this and subsequent or continuing violations.

(Amd. Ord. 5103, 6-6-16; Amd. Ord. 5224, 10-2-17)

5-8-2: DEFINITIONS:

ABANDONED DWELLING: A dwelling unit, building, structure, property, or part thereof that has not been actively used for its intended, designed, or permitted purpose for a period of twelve (12) consecutive months, or for a cumulative period of eighteen (18) months during any three (3) year period.

ABANDONED USE: A non-conforming use within a dwelling unit, building, structure, property, or part thereof, that has been discontinued for a period of twelve (12) consecutive months, or for a minimum of eighteen (18) months during any three (3) year period.

APARTMENT: A unit within an apartment building.

APARTMENT BUILDING: A residential building containing three or more dwelling units. An apartment building may also be classified as a multi-family dwelling.

APPROVED: Having received approval of the Village of Orland Park Development Services Department.

BATHROOM: A room meeting the criteria of Section 5-8-4-3 (1).

BEDROOM: A room within a dwelling unit capable of being used for sleeping purposes, having a closet and an openable window, and meets the minimum square footage requirements as described in 5-8-4-3 (3b) as provided in the International Property Maintenance Code (2006 or as adopted edition).

CRIME FREE RENTAL HOUSING PROGRAM: A system of rules used to educate rental housing unit owners, owner's managers and/or agents for the control and record keeping for any municipal violation or criminal activity as defined by local, state or federal law. This includes the environmental design for rental housing units and facilities.

DANGEROUS BUILDINGS, STRUCTURE, OR PREMISES: Any building, structure or premises that has become or remains in an unsafe or dilapidated condition so to pose a danger to public health, safety or welfare.

DWELLING UNIT: One or more rooms containing individualized cooking, sleeping and sanitary facilities which is designed to be occupied or intended for use by one household.

FAMILY: An individual, or two or more persons related by blood, marriage or adoption, living together as a single household unit; or a group of not more than four (4) persons not related by blood, marriage or adoption, living together as a single household unit.

GRADE FLOOR OPENING: Window or other opening located such that the sill height of the opening is not more than forty-four inches (44") above or below the finished ground level adjacent to the opening. (Amd. Ord. 5343, 10-15-18)

GRANDFATHERING: Permitted use of a previously existing non conformity. (See "Previously Existing Non-Conformity").

HABITABLE ROOM: Any room meeting the requirements of this Code for living, sleeping, cooking or dining purposes, but not including bathrooms, pantries, hallways, storage areas, utility rooms, or unfinished cellars/basements, or attics.

HOT WATER: Water at a temperature of not less than 110F.

HOUSEHOLD: see Family

IMMEDIATE FAMILY: Kinship members including:

Mother: a female parent

Father: a male parent

Son: a male child of the parent(s)

Daughter: a female child of the parent(s)

Brother: a male child of the same parent(s)

Sister: a female child of the same parent(s)

Grandfather: a parent's father

Grandmother: a parent's mother

Grandson: a child's son

Granddaughter: a child's daughter

IMMINENT DANGER: A condition which could cause serious or life-threatening injury or death at anytime.

KITCHEN: An area or room meeting the criteria of Section 5-8-4-3 (2).

LANDLORD: The land Owner, lessor, or sublessor of Rental Residential Property.

LESSEE: See Tenant

MULTI-FAMILY, RESIDENCE: a single building that's set up to accommodate more than one family living separately. The units are attached along and sharing one or more common walls and one or more shared common corridors. Not including townhouses.

OCCUPANT: A person who lives in a dwelling unit. An occupant who is not an individual owner is a tenant.

OWNER: The land owner, person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the Land records of Orland Park, Illinois, as holding any interest in title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the Personal Representative of the estate of such person if ordered to take possession of real property by a court.

OWNER'S AGENT: A person eighteen (18) years of age or older who maintains a primary residence (as defined herein) or an office for the purpose of transacting business in the Village of Orland Park and is customarily present to perform the duties of managing agent on a full time basis whether the rental unit is occupied or not.

PREVIOUSLY EXISTING NON CONFORMITY: Occupancy levels or permissible number of units in a dwelling granted prior to the adoption of The Village Land Development Code, which would be less under that Code or subsequent amendments.

PRIMARY RESIDENCE: A dwelling unit maintained and occupied on a routine basis by at least one individual owner more than 50% of the year and can be proven to be that individual owner's legal residence through tax records or other official documents filed with the state or federal government. A residence occupied by its owner 50% or less of the year is classified as a "Secondary Residence".

PROPERTY MAINTENANCE CODE: The duly adopted Property Maintenance Code of the Village of Orland Park. (Title 5 Chapter 7)

REGISTRATION: The process by which owners submit application for a license to operate one or more rental units in the Village. All rental units must be licensed and

registered to be occupied by tenants. A license and occupancy may be refused or revoked by the Village on units not in compliance.

RENTAL RESIDENTIAL PROPERTY: See Residential Rental Housing.

RENTAL UNIT: An independent dwelling unit not occupied by the owner as a primary or secondary residence. See "Residential Rental Housing" definition.

RENTER: A Tenant. (See Tenant).

RESIDENTIAL RENTAL HOUSING: A dwelling, townhouse, condominium, dwelling unit, rooming unit, building, premise or structure for residential use by a person or persons who is not the legal owner of record. Units occupied by immediate family as herein defined are not considered residential rental housing. This Code is not intended to, and does not, apply to hotels, motels, nursing homes or assisted living facilities.

SECONDARY RESIDENCE: A dwelling unit occupied by an owner less than 50% of the year and occupied by no one else at any time except for individuals related by blood or marriage when the owner is actually present.

SINGLE FAMILY RESIDENCE: A building designed to be occupied by a family; single household. See Family

SINGLE FAMILY RESIDENCE, ATTACHED: means a dwelling unit that shares common walls with at least one (1) other dwelling unit,

SINGLE FAMILY RESIDENCE, DETACHED: A building designed to be occupied by a family; means a dwelling unit that is developed with open yards on all sides, but not including recreational or motor vehicles.

TENANT: A person not the owner who occupies a dwelling unit with the consent of the owner for monetary or non-monetary consideration.

TOWNHOUSE: single family attached dwelling unit which share one (1) or more common walls between any two (2) units and in which each unit has living space on the ground floor and in a separate entrance on the ground floor.

VILLAGE: The Village of Orland Park, Illinois.

VILLAGE MANAGER: The Village Officer appointed by the Board of Trustees of the Village to act as Village Manager.

ZONING ORDINANCE: The Village of Orland Park Land Development Code.

5-8-3: LICENSING, REGISTRATION, AND FEES:

5-8-3-1: RENTAL REGISTRATION:

1. Registration Form Date:

Prior to engaging in the business of renting any dwelling unit to the public or operating a rental dwelling or dwelling unit, every owner of a rental property, whether occupied or vacant, shall file with the Village a completed license application for the unit and Owner's registration form including the appropriate fee for each rental property and units.

Initial Registration Time Frame: All residential rental property must be licensed and registered with the Village within six (6) months of the effective date of this Code or within thirty (30) days of notification by the Village. A residential rental license shall be

issued for a period of one (1) calendar year and shall expire on December 31st next after issuance unless previously revoked.

2. Application Form Renewal:

Application for license registration renewal must be filed at least thirty (30) days prior to the registration expiration date. A failure to renew an existing rental housing building(s) license and registration will result in an additional charge as specified Section 5-8-4-3 item #1 of this Code.

3. New Owner Registration:

Any person becoming an owner of an existing registered rental unit shall file a complete license application and registration form within thirty (30) days of the property transfer; however, the new owner will not have to pay the license and registration fee until the next annual license and registration if the previous owner had registered the property and paid the appropriate fees but must attend a "Crime Free Housing" training seminar within three (3) months of property ownership.

4. Notification of Sale:

Registration/License is non-transferrable to another person or to another rental dwelling unit. Every person holding a registration/license must give notice in writing to the of the Village of Orland Park within five business days after having legally transferred or otherwise disposed of the ownership or legal control of any registered/licensed rental dwelling. Such notice must include the name, address and contact information of the person succeeding to the ownership or control of such rental dwelling or dwellings.

5. New Rental Unit Registration:

Any rental unit must be registered within thirty (30) days of construction, conversion from owner-occupancy, or change from any other non-rental status.

6. Residential Rental License Application Required Information:

The Residential Rental License Application form shall contain the following information:

a. A description of the premises by street name and number and Property Tax Identification number.

b. The name and address of the property owner. If the owner is a corporation, the name and address of the "owner's agent" thereof shall also be provided. If the property is held in a land trust, the names and addresses of all beneficiaries must be disclosed. The agent shall be authorized by the owner in writing to accept service of any Village notices on behalf of the owner, including appointment letters, notices of code violations, court process or any other communication or correspondence in connection with the administration and enforcement of this and other Village Codes and ordinances.

c. The name, address and twenty-four (24) hour contact information of the owner's agent.

1. When a rental unit is owned by more than one individual, or is owned by an entity that is not a natural person, an owner's agent must be designated.

2. The Village shall be notified in writing within ten (10) days of any change of the owner's agent.

3. An owner with a designated "owner's agent" who is found not to be customarily available or able to perform the duties as defined shall designate a different individual who is able to properly fulfill the requirements within ten (10) days of being notified of the deficiency.

4. The signature of the owner or the owner's agent.

5. For the purposes of an emergency response to a residential rental property the owner or owner's designated agent must be located within thirty (30) miles of the Village corporate limits for building and tenant emergencies. This person must be listed on the license application and registration form and readily accessible to the Unit Tenant, Village, Police and/or Orland Fire Protection District.

7. Refusal or Revocation of License and Registration:

Rental units found to be out of compliance after an Administrative Adjudication hearing or by an appropriate court order with this or other applicable codes or ordinances shall lose rental status, shall have the license and registration refused or revoked, and shall not be occupied until brought back into compliance. Tenant removal shall be the responsibility of the building owner.

5-8-3-2: CRIME FREE PROGRAM:

1. Owner Responsibilities:

"Owners" and "owner's agents" must comply with all rules and regulations required in the Crime Free Rental Housing Program.

a. Owners or "owner's agent" must advise prospective tenants of the Village of Orland Park's Crime Free Rental Housing Program, as defined in Section 5-8-2 of this Code.

b. All owners or owners' agents shall require a signed lease, identifying all tenants eighteen (18) years of age or older.

c. All landlords shall incorporate into the body of all leases or rental agreements, or renewals of leases or rental agreements, the first and last legal names, gender and date of birth of all individuals who will reside at the rental property during the term of the lease. All such landlords shall also require their tenants, as a condition of their lease, to provide written notice containing the first and last legal names, gender and date of birth of any guests who will be temporarily residing at the rental property for more than a calendar week (seven (7) consecutive days).

d. Owners or owner's agents must have all adult tenants sign the Crime Free Lease Addendum that must read as follows:

"In addition to all other terms of this lease, Landlord and Tenant agree as follows:"

The tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household.

1. Shall not engage in any criminal activity or violation of local, state or federal law, when such activity or violation constitutes a threat to public health or safety or which constitute a breach of the peace or disorderly conduct, within the Village of Orland Park, common areas or appurtenances;

2. Shall not engage in any act intended to facilitate any violation of local, state or federal law, when such activity or violation constitutes a threat to public health or safety,

and/or obstruction or resistance of law enforcement efforts against criminal activity on or near the rental unit, common areas or appurtenances;

3. Shall not knowingly permit, solicit, aid or abet activities on or near the rental unit, common areas or appurtenances, which facilitate any violation of local, state or federal law, when such activity or violation constitutes a threat to public health or safety or which constitute a breach of the peace or disorderly conduct.

Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant, or his/her household, violate any provisions stated herein on or near the rental unit, common areas or appurtenances, such a violation shall constitute a material noncompliance with the lease and shall further constitute grounds for termination of tenancy and eviction.

Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of violation shall not require criminal conviction, but the tenant understands and agrees that an arrest (supported by admissible corroborating evidence that criminal activity in violation of the above provisions has occurred) for a described violation or criminal activity shall be sufficient evidence of a violation and grounds for termination of tenant's tenancy and occupancy. In addition, commission of Village ordinance violations on four (4) or more separate occasions in a six (6) month period or on six (6) or more separate occasions in a twelve (12) month period when such violations constitute threats to public health or safety or which constitute a breach of the peace or disorderly conduct shall be good cause for termination of tenancy.

Should tenant or occupant, on one (1) or more occasions, use or permit the use of the rental unit or rental property for the commission of a felony or Class A misdemeanor under the laws of the State of Illinois, the landlord shall have the right to void the lease and recover the rental unit or rental property pursuant to 735 ILCS 5/9-120.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

NOTE: A TENANT WILL NOT BE IN VIOLATION OF THIS LEASE OR SUBJECT TO EVICTION FOR CONTACTING THE POLICE, OR FOR SEEKING OTHER PUBLIC SERVICES, AS A CRIME VICTIM OR CONCERNED PERSON. A TENANT WILL NOT BE IN VIOLATION OF THIS LEASE OR SUBJECT TO EVICTION FOR REPORTING ACTS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING. A TENANT IS ENCOURAGED TO REPORT THESE CRIMES WITHOUT FEAR OF HIS/HER STATUS AS A TENANT.

2. Tenant Access To Owner or Owner's Agent:

The owner or owner's agent of a Rental Residential Property shall provide each tenant or occupant with the name and telephone number of a responsible person, or managing agent, who in emergency situations will be available on a twenty-four (24) hour basis and who has the authority to make repairs as needed for occupancy.

3. Maximum Number of Tenants Notification:

The owner of a Rental Residential Property shall inform each tenant or occupant in writing, prior to occupancy, of the maximum number of persons allowable by the occupancy standards set forth in this Code. (5-8-4-3 (3)).

4. Tenant Records Access:

The owner or owner's agent of a residential rental property shall make available to the Development Services Director and/or Chief of Police or their designees, upon request, the following: the signed lease, the signed Crime Free Lease Addendum, credit history, and background checks as required to be maintained by this Code.

5. Sub-Leasing:

The owner or owner's agent must advise all tenants that sub-leasing is not allowed without prior approval of the owner/managing agent and compliance with the "Crime Free Rental Housing Program" requirements.

6. Construction Requirements:

See the Standards Section (5-8-4-3-12) of this Code for Crime Prevention Through Environmental Design" (CPTED).

7. Nuisance Residential Rental Property:

It is hereby declared a nuisance and declared to be against the health, safety, peace, and comfort of the Village of Orland Park for any property owner or owner's agent to knowingly permit the following:

a. Rental of a Rental Unit, or Residential Rental Property, to a tenant who knowingly permits, solicits, aids or abets any of the following offenses to occur within the Village of Orland Park, common areas or appurtenances related to the tenant: murder, kidnapping, sexual assault, robbery, burglary, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale or distribution of obscene publications, criminal housing management, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or commission of any other crime under state or federal law, which constitutes a threat to public health or safety not specifically listed above. Prohibition of these offenses applies also to members of the tenant's household, guests or other parties under control of the tenant.

b. Rental of a Rental Unit, or Residential Rental Property to a tenant who knowingly permits, solicits, aids or abets any of the following offenses to occur within the Village of Orland Park, common areas or appurtenances relating to the tenant: commission of Village ordinance violations on four (4) or more separate occasions in a six (6) month period or on six (6) or more separate occasions in a twelve (12) month period when such violations constitutes threats to public health or safety or which constitute a breach of the peace or disorderly conduct, or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed above that when compared to other properties in the Village of similar type, reasonably indicate that the activity at this property is out of character for the area and is impacting the quality of life of those in the area. Prohibition of these offenses applies also to members of the tenant's household, guests or other parties under control of the tenant.

c. Prior to seeking abatement of a nuisance or eviction of tenants under this Section, the Village shall provide notice to the property owner or owner's agent stating that the property is in danger of being declared a nuisance. If the Village seeks the eviction of tenants or the abatement of a nuisance based on the conduct of a tenant or tenant's guests, or the conduct in a tenant's rental unit, then the tenant shall also be provided this notice. Said notice shall include the following:

- i. Description of the property sufficient for identification.
- ii. A statement listing the applicable violations(s) of Subsection 7a or 7b.
- iii. Notice that Subsections 7a and 7b do not apply to situations where a tenant is a crime victim or where the tenant or other person calling on the tenant's behalf has called for police service as a crime victim or concerned person.

Upon receiving such notice, the property owner, owner's agent, or tenant shall have the right to request an informal hearing before the Chief of Police or his/her designee within seven (7) days of receipt of the notice.

d. Subsections 7a or 7b shall not apply if a tenant is a victim of a crime, has called for police service as a crime victim or concerned person, or where a third party has called for police service on a tenant's behalf. Further, Subsections 7a and 7b shall not apply if a tenant is a victim of the ordinance violations or has called for police service as a crime victim or concerned person. Further, Subsections 7a or 7b shall not apply to a tenant who reports acts of domestic violence, dating violence, sexual assault or stalking.

e. The Village Police Department's Crime Free Housing Co-Ordinator may attempt to assist property owners in the abatement of nuisances or with proceedings for the eviction of tenants that have violated any of the provisions of Subsections 7a or 7b above.

f. For purposes of Subsections 7a and b, above, it shall be sufficient evidence that a described offense occurred if the offender has been arrested or cited for one or more of the offenses described in Subsections 7a or 7b and the arrest or citation is supported by admissible corroborative evidence that criminal activity or an ordinance violation has occurred.

8. Required Class Training:

The owner of any Rental Residential Property, and when applicable, the property management agent of any Rental Residential property, shall register, attend and successfully complete a landlord "Crime Free Rental Housing Program" training class conducted by the Village of Orland Park within three (3) months from the date of the issuance of a license or renewal license for a Rental Residential Property. (see item 5-8-4-2 item # 6 violations)

a. An owner or property agent of any Rental Residential Property who successfully completes the Village landlord training class for "Crime Free Rental Housing Program" shall not be required to attend and complete a landlord training class following the issuance of any subsequent license or renewal license for any Rental Residential Properties as long as all Properties stay in compliance with the "Crime Free Rental Housing Program" requirements. If a residential rental property owner or agent has successfully completed and received a certificate of completion of the required "Crime Free Rental Housing" training class meeting the requirements of this Code in the last five (5) years, the class requirement will be waived with verification of the certificate.

b. If the "Crime Free Rental Housing Program" class is not attended or certification is denied, the Residential Rental license for all properties owned or managed by that owner or property manager will be denied or revoked. Penalties set forth in this Code for non-license compliance will be applicable.

c. When a new property agent is hired for a Rental Residential Property and that property agent has not attended and successfully completed a landlord training class for "Crime Free Rental Housing Program" by the Village, the new property agent shall attend and successfully complete this class within three (3) months from the date of the person's hiring as the property agent for the Rental Residential Property.

d. See Section 5-8-3-3 item 5 for required Training Fees.

9. Prospective Tenant Background Investigations:

a. An owner, or owner's property agent, of any Rental Residential Property, may conduct, or have conducted by a reputable agency, a criminal history/background investigation of a prospective tenant, lessee, sublessee or occupant of age eighteen (18) or over, and the results of such criminal history/background investigation may be used, along with other appropriate and lawful factors, as a basis for making a decision by the owner or owner's property agent to engage in or renew a lease, sublease or occupancy agreement.

b. An owner, or owner's property agent, of any Rental Residential Property within the Village shall comply with all applicable Federal and State laws and regulations as such laws and regulations may exist from time to time with regard to the prohibition of discrimination in the leasing, or offering to lease, Rental Residential Property.

c. No additional obligations with regard to the making of any distinction, discrimination or restriction in the price, terms, conditions or privileges of any lease, sublease or occupancy agreement, including the decision to engage in or renew any lease, sublease or occupancy agreement, imposed by Ordinance Number 19-2394 adopted by the Cook County Board of Commissioners on April 25, 2019, shall apply to an owner, or owner's property agent, of any Rental Residential Property within the Village. This section, as hereby amended, is declared to conflict with Ordinance Number 19-2394 adopted by the Cook County, Board of Commissioners.

(Amd. Ord. 5493, 3-16-20; Amd. Ord. 5624, 6-21-21)

5-8-3-3: FEES:

Registration and inspection fees shall be established annually by the Village and shall be assessed to and paid by each Rental Residential Property owner.

1. Registration: An annual Registration/License fee included in the fee structure below shall be paid to the Village by the building owner (or owner's agent) for each separate building as defined by the Section 5-8-2 of this code. This registration fee will be waived for the first sixty (60) days after the effective date of this Code.

2. Delinquent fees, fines, charges: Any or all other amounts due to the Village by the owner in part or in whole must be paid before the owner can register any rental property.

3. Annual Fees:

a. Single Family Detached Residence - \$ \$70.00 per unit

b. Single Family Attached Residence – \$60.00 per unit

c. Mult-Family Residence -\$100.00 plus \$15 per unit 4. Re-Inspection Fees Per Unit:

- a. No fee for the 1st re-inspection if all violations have been corrected.
- b. 2nd re-inspection - \$200.00
- c. 3rd and subsequent re-inspections - \$300.00

5. Crime Free Rental Housing Training Fee:

Required training classes as administered by the Orland Park Police Department, shall be completed by the land owner (or owner's registered agent) for all residential rental buildings. The Fee for this class shall be incorporated in the registration fee. (Amd. Ord. 5343, 10-15-18)

5-8-3-4: PENALTIES:

1. Failure to register as an owner: shall be fined according to the fine schedule located in Appendix B for each offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. No-Show inspections for designated scheduled times by owner/agent: shall be fined according to the fine schedule located in Appendix B for each offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Penalties - See Sections 5-8-1-8-4 when applicable. (Amd. Ord. 5224, 10-2-17)

5-8-4: STANDARDS AND REQUIREMENTS:

5-8-4-1: ZONING ORDINANCE:

No Rental Residential Unit shall be created or occupied unless it complies with the provisions of the Village Land Development Code and other applicable Village Code.

1. New Rental Units:

No new Rental Units shall be established or added, nor shall the occupancy limit of any Rental Residential Unit be increased except in conformity with the Village Zoning Ordinance and all applicable Village Codes.

2. Existing Abandoned Rental Units:

Rental Units that have been abandoned, as defined herein, have lost rental status for any reason, are otherwise unlicensed, unregistered or have not been inspected in accordance with this Code, shall lose or forfeit any previously existing legal non-conformity and must meet current standards and requirements prior to occupancy.

5-8-4-2: PROPERTY MAINTENANCE:

No Rental Residential Unit shall be occupied or continued to be occupied unless the structure in which said Unit is located complies with the provisions and standards of the Village Property Maintenance Code (VC 5-7) and is maintained in a structurally sound condition and kept free from health, fire and other hazards to life and property.

1. General Repair:

The owner of the Rental Residential Unit shall be responsible for keeping the premises maintained in good repair and fit for human habitation, which shall include the building's interior and exterior and all living areas. Repairs may require obtaining proper Village building permits. (VC 5-1-13)

2. Exterior and Site:

The building exterior and sites which Rental Residential Units are located shall be maintained to Village Codes including but not limited to:

- a. Building Exterior envelope: walls, roof, soffits, doors windows etc.
- b. Building address (See 5-8-4-3 item # 12f. of this Code)
- c. Landscaping (5-8-4-3 item 12d. and VC nuisances 6-2)
- d. Parking lot spaces and access aisle repair and maintenance.
- e. Roof and site water drainage of an "approved" design.
- f. Public and private sidewalks.
- g. Village Property Maintenance Code (5-7) and Nuisance Code (6-2) regulations apply.

3. Exterior Balconies:

Exterior balconies and porches may not be used as storage areas.

4. Equipment Safety and Maintenance:

Every facility, piece of equipment, utility or service which is required under this Code shall be so constructed and/or installed to function safely and effectively and shall be maintained in satisfactory working condition and shall not be removed, shut off or disconnected in any occupied Rental Residential Unit except for such temporary interruptions as may be necessary while actual repairs or alterations are in process or during temporary emergencies or tenant's failure to pay agreed upon services. Utilities or services shared by more than one Unit shall be the owner's responsibility to maintain.

All equipment, appliances and apparatuses in a rental unit shall be functioning and in working order at the time of a lease and/or occupancy and shall be maintained by the landlord/property owner in proper functioning condition. A landlord's responsibility is to repair or remedy any condition that materially affects the physical health and safety of an ordinary tenant. (Amd. Ord. 5486, 3-2-20)

5. Rodents, insects, and other pests:

All structures shall be kept free from insect and rodent infestation. All Rental Residential Property shall be treated by a licensed pest control company annually. Receipts or reports must be made available upon request to the Village authorized inspector. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. If upon inspection there is an insect or rodent infestation in more than one Dwelling Unit, the Owner shall be required to contract with a licensed extermination company to treat all common areas and infested units not less than on a monthly basis for twelve (12) consecutive months.

A tenant shall cooperate with the landlord/property owner in the control, treatment and eradication of all rodent or insect infestation found, or reasonably suspected to be, in the tenant's rental unit. This includes making any necessary preparations, such as

cleaning, vacuuming or removing personal property for proper treatment recommended by the licensed pest control operator. (Amd. Ord. 5486, 3-2-20)

6. Garbage Containers:

Providing for garbage and rubbish removal and supplying such facilities or containers as are necessary for the sanitary disposal of all garbage and rubbish is a condition of occupancy. Such exterior containers shall be enclosed on three (3) sides with appropriate materials for appearance and the containers must be emptied at a frequency so that garbage and rubbish does not overflow provided containers.

7. Interior Storage:

In a common area, patio, balcony, hallway, stairwell, or in any living areas, it shall be unlawful to:

1. Accumulate and store building materials, lumber, boxes, cartons, scrap metal, machinery, junk, flammable or hazardous materials, excessive clothing, furniture, supplies, large amount of packed containers or devices in such quantities or in such a manner as to create a fire, health, or other hazard to the premises or persons residing therein. (Amd. Ord. 5486, 3-2-20)

2. Store gasoline and similar combustible liquids; if stored in a multi family dwelling must be locked in an approved fire resistant cabinet.

3. Store a motorcycle, moped, gasoline powered lawnmower, snow blower, or other similar equipment which may contain a hazardous material including, without limitation, gasoline.

8. Public Utilities:

Water, electric, and natural gas utilities must be made available and operational in buildings and Rental Residential Units for occupancy approval.

5-8-4-3: RENTAL HOUSING STANDARDS:

All new and existing Rental Residential Units shall meet the standards set forth in the Village Property Maintenance Code(s) in effect from time to time and the standards contained herein. In the event of conflict between standards, the more stringent standard shall apply.

1. Bathroom Equipment:

Full bathrooms, shall contain the following minimum equipment:

a. One flush toilet with at least thirty-two inches (32") of clear shoulder width and eighteen inches (18") clear space in front.

b. One sink connected to hot and cold running water.

c. One bathtub or shower stall connected to hot and cold running water.

d. All bathrooms and powder rooms shall be contained within a separate room providing privacy from other portions of the unit or building.

2. Kitchen Equipment:

Kitchens, where required, shall contain the following minimum equipment:

a. One sink connected to hot and cold running water

b. Space and safe access to utility hook-ups for adequate refrigeration and cooking appliances refrigeration and cooking appliances.

c. Fixed counter space made of impermeable, cleanable and durable material for food preparation consisting of a minimum of three (3) continuous linear feet and a minimum of eighteen inches (18") deep.

d. Adequate storage space for food, dishes, cookware and utensils in proportion to the number of occupants configured in a manner to prevent contamination from food preparation, cleaning activities, pets or vermin. Storage space may not be directly on the floor unless within a pantry or closet.

3. Living Space Requirements for Tenants:

a. Prohibited Occupancy: Kitchens, living, family, dining rooms and non-habitable spaces shall not be used for sleeping purposes. Rental Residential Units shall not be occupied by more occupants than permitted by the minimum area requirements of this Code.

b. Bedrooms: Every bedroom occupied by one person shall contain at least seventy (70) square feet of floor area. Every room occupied for sleeping purposes by more than one occupant shall contain at least fifty (50) square feet of floor area for each occupant twelve (12) years of age and over and at least thirty-five (35) square feet of floor area for each occupant less than twelve (12) years of age.

c. Access from bedrooms: Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

d. Living Rooms: Shall be a minimum of 120 square feet.

e. Dining Rooms: Shall be a minimum of 80 square feet.

4. Plumbing Requirements:

All plumbing fixtures, including sinks, bathtubs, shower stalls and toilets, shall be constructed of dense, durable, non-absorbent materials and shall have smooth impervious surfaces free from defects and concealed surfaces unable to be kept sanitary.

a. All plumbing fixtures shall be properly maintained, vented and connected to the Village municipal sewer system.

b. All units must have water service to be considered habitable. Any unit lacking potable water service must be vacated immediately.

5. Heating Requirements:

a. Every Rental Residential Unit shall have a heating system capable of providing heat to the entire unit at a minimum of sixty-eight (68) degrees. Between the period of October 1st and May 15th of the succeeding year the owner or manager of any Rental Residential Unit within the Village shall provide heat to those persons occupying said Rental Residential Units as provided in the following schedules:

A minimum temperature of sixty eight (68) degrees Fahrenheit from six o'clock (6:00) A.M. through ten thirty o'clock (10:30) P.M. averaged throughout any room occupied by the tenant when the outdoor temperature is minus twenty (-20) degrees Fahrenheit or above.

A minimum temperature of sixty-five (65) degrees Fahrenheit from ten thirty o'clock (10:30) P.M. through six o'clock (6:00) A.M. throughout any room occupied by the tenant when outdoor temperature is minus twenty (-20) degrees Fahrenheit or above. (ord. 1159, 1-25-82)

b. Any unit where the utility or service required for operation of the heating system has been removed; shut off or disconnected between October 1st and May 15th shall be considered uninhabitable and must be vacated immediately.

c. All gas duct furnaces must be vented to the exterior. All duct furnaces shall be tested in accordance with ANSI Z83.8 or UL795 and shall be installed in accordance with the manufacturer's installation instructions.

d. No heater shall be operated with the use of an extension cord. All floor furnaces shall be approved and tested in accordance with ANSI Z21.86/CSA 2.32 and shall be installed in accordance with the manufacturer's installation instructions.

e. Heaters and vents shall be installed with clearances from combustible materials in accordance with the manufacturer's installation instruction.

f. Any unit or service required for operation of the heating system(s) must be maintained by the building owner.

g. For the protection of building tenants, the Village may require the heating system to be inspected and repaired by a qualified heating system specialist whenever a hazard condition is apparent or may be considered possible.

6. Electrical Requirements:

a. All electrical wiring shall be protected by a circuit breaker or fuse. Every room in a rental unit, except a bathroom shall be equipped with not less than two (2) duplex outlets. Bathrooms shall have at least one (1) outlet.

b. Each Rental Residential Unit shall have a minimum electrical service of at least 100 amps.

c. Where provisions are made for major electrical appliances requiring 220 volt service such as room heaters, air conditioners, stoves, washers and dryers, such units shall be on individual circuits.

d. No electrical circuit shall serve more than one Rental Residential Unit.

e. Every outlet, circuit, fixture, load center, service entrance or other component shall be maintained in a safe working condition.

f. All work performed on electrical systems in Residential Rental Housing must be performed in accordance with applicable codes and regulations and may require permits and/or additional inspections. Electrical contractors providing service, shall be licensed and bonded as required in the Village Building Code 5-1-6.

7. Stairways and Steps Standards:

a. All stairways, both interior and exterior, shall be maintained in a safe condition, as required in the Village Property Maintenance Code (5-7).

b. Building common area stairways must remain illuminated at all times. Lighting standards for stairways shall not be reduced.

c. Storage is not allowed under or near stairwells.

8. Handrails and Guardrails:

a. Stairway Handrails: Continuous handrails shall be placed on both sides of stairways accessible to the general public. Handrail height shall be not less than thirty (30") in., nor more than thirty-four inches (34"), measured vertically at the tread nosing for stairways with three or more risers. Stairways within individual Dwelling Units may

be on one side of the stairway. Handrails acting as a guardrail along stairways shall follow the details for openings in subsection c. below.

b. Guardrails: Porches, balconies, landings, or raised floors surfaces located more than thirty inches (30") above the floor or grade below shall have a guardrail not less than forty two inches (42) in areas open to the general public. Guardrail height may be reduced thirty inches (36") in height when located within a single family Dwelling Unit.

c. Guardrail Openings: Handrails or guardrails on open sides where the floor or grade below is more than eighteen inches (18") shall have intermediate rails, parts, or closures which will not allow passage of an object six inches (6") in diameter.

9. Light and Ventilation:

a. Every bathroom not containing an operable window shall provide adequate light and mechanical ventilation. Ventilation must vent to the outside.

b. Other permitted living areas without direct access to the exterior via an operable door or window must provide adequate light and ventilation.

c. In every Dwelling Unit, for protection against mosquitoes, flies and other insects, every door used or intended to be used for ventilation opening directly from a Dwelling Unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with opening to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed. During the period from April 1st until December 1st insect screens must be in place on all doors, windows and other outside openings required for ventilation of habitable rooms.(see item 12.a below for bedroom egress requirements).

10. Moisture

a. All living areas shall be kept dry and free from exterior moisture penetration.

b. Building components, including enclosed cavities, which have become wet for any reason, shall be dried adequately to prevent mold growth.

c. All areas of a Dwelling Unit, including non-living areas part of or adjacent to the Dwelling Unit, shall be kept free of significant water entry or standing water. Measures must be taken to prevent moisture contact with permeable building components or other materials.

11. Fire Safety and Exits:

Dwelling Units shall be provided with two (2) independent fire escape routes. An escape route such as an exterior porch roof, an accessible operable exterior window or an exterior door or landing may constitute an independent fire escape route. Exterior fire escapes shall be designed to prevent the accumulation of snow or ice.

a. Exit Requirements: Every bedroom shall have at least one (1) operable exterior window or exterior door constructed to permit emergency exit or rescue.

1 Bedrooms protected by a functioning approved sprinkler system that is tested and certified annually by a qualified inspector may have no direct exterior exit.

2 Where no exterior door or window exists in a bedroom, two (2) doors are required. Each door must open into a different room or area and lead to an independent exit of the Unit.

3. Minimum clear window openings shall be 820 square inches (5.7 square feet) with a minimum of twenty-four inches (24") high and a minimum of twenty inches (20") wide. Opening must be attainable without the use of tools. Bottom of the opening shall be no more than forty-four inches (44") above the floor or to the top of an appropriate fixed step or platform. Grade floor openings shall be required to have a minimum of 720 square inches (i.e., 5.0 square feet) of emergency escape and rescue openings. See definitions for grade floor openings. (Amd. Ord. 5343, 10-15-18)

b. Smoke Detectors:

1 An electrical (hard wired) smoke detector in each bedroom is required as regulated by State of Illinois and Village Codes as applicable at time of building permit issuance.

2 Smoke detectors operated by battery are only acceptable as allowed by Village ordinance and as permitted by the State of Illinois Smoke Detector Act as described below. (ILCS 425 60/3).

In the case of any dwelling unit that is newly constructed, reconstructed, or substantially remodeled after December 31, 1987, the requirements of this Section shall apply beginning on the first day of occupancy of the dwelling unit after such construction, reconstruction or substantial remodeling. The smoke detectors required in such dwelling unit shall be permanently wired into the structure's AC power line, and if more than one detector is required to be installed within the dwelling unit, the detectors shall be wired so that the actuation of one detector will actuate all the detectors in the dwelling unit.

3. All smoke alarms shall be listed in accordance with UL 217 and installed in accordance with the provisions of this Code and the household fire warning equipment provisions of NFPA 72.

A. Smoke detectors are to be installed as required by the manufacturer and placed on each and every floor level including the basement, all bedrooms and on the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

B. Smoke detectors should be installed in all multi unit common area hallways, exit passageways, and stairwells.

C. Areas separated by doors or distance may require additional smoke detectors.

D. All substantially remodeled or rewired, enlarged, expanded, or otherwise upgraded units shall meet all applicable codes including having interconnected smoke detectors.

E. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code. Maintaining the operable condition of all smoke detectors shall be the responsibility of the owner and managing agent. Should any smoke detectors be found to have been removed, disabled, or destroyed by the tenant, the tenant shall be deemed guilty of a municipal infraction under the provisions of this Code or State laws as applicable.

c. Fire Extinguishers: Every Rental Residential Unit shall have one (1) fire extinguisher, 2.5 pound charge, manufactured by an approved testing agency for combating Class A, B, and C fires.

d. Carbon Monoxide Detectors: Carbon Monoxide Detectors shall be the Owner's responsibility for installation as regulated by the State of Illinois (Public Act 094-0741) as shown below.

State of Illinois Public Act 094-0741

(1) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within fifteen (15) feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

(2) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within fifteen (15) feet of every room used for sleeping purposes.

(3) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance.

(4) The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit; except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

(5) The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

e. Fire Separation and Barriers Between Residential Units: Attached Single and Multi-Family Dwelling Units shall maintain wall and ceiling fire barriers as required from their original Building permit requirements. Openings between residential units and common use areas shall be patched as needed for controlling the spread of fire. (units constructed after 12/17/85 have required a two-hour fire separation rating for construction per ordinance 148)

f. Mistaken Egress: Any door, passage or stairway which is neither a means of egress nor access to a means of egress, and which is so located or arranged as to be mistaken for a means of egress, shall be properly identified as to its use.

12. Security, Crime Free Rental Housing Program Requirements:

The following requirements provide "Crime Prevention Through Environmental Design" (CPTED). Each Rental Unit must comply with these requirements:

- a. Deadbolts with three inch (3") screws secured into the building framing for strike plates on all unit entry and exit doors including the garage. Thumb turn throws are required on deadbolts on the interior of the rental unit/home. (Amd. Ord. 5486, 3-2-20)
- b. Anti-lift slide devices on sliding doors and windows on the first floor, garden levels and accessible second levels.
- c. Adequate security lighting for all hallways, entryways and parking lots and common areas.
- d. Proper trimming of trees and shrubs, eliminating hiding places.
- e. Eye views on entry doors with 180° degree view.
- f. All multi-unit buildings must have the building address in clear view on the front and back of the building. Single residences must have the building address in clear view on the front of the building. Each of the figures of every such address on any residence or apartment building shall no be less than four inches (4") in length. (VC 3-2-2-2).
- g. Buzzer type entry security system must be in proper working order from all of the Dwelling Units in every multi-unit buildings with common entrances. All front and back entry doors must locked at all times.

5-8-4-4: PARKING AND BICYCLES:

- 1 Off-street parking shall be provided and maintained for all Rental Units in accordance with the standards set forth in the Land Development Code and Village building code standards. (VC 5-1-13, item 4)
- 2 Secure bicycle stands shall be provided where necessary or as requested by tenants.

5-8-4-5: TENANT RESPONSIBILITIES:

Every tenant of a Rental Unit shall keep in a clean and sanitary condition that portion of the premises, both interior and exterior, that the tenant occupies uses, shares or controls. Every tenant shall insure that his/her trash, garbage and other refuse is stored and disposed of in a clean and sanitary manner.

- 1 No tenant either by negligence or abuse shall create or contribute to the creation of any violation of this Code.
- 2 No tenant shall create or permit to be created by others any noise, smoke, vibration, fumes, vapor, glare, odor or dust within that portion of the premises that the tenant occupies, uses or controls which interferes with the reasonable use and enjoyment of other Rental Residential Units on a Rental Residential Property or of nearby properties.
- 3 No tenant shall store flammable or hazardous materials or devices in such quantities or in such a manner as to create a fire, health, or other hazard to the premises or other persons.
- 4 Vehicles are to be parked or driven on improved parking areas or driveways only without blocking public access to sidewalks or roadways.
5. In a common area, patio, balcony, hallway, stairwell, or in any living areas, a person shall not store or accumulate a motorcycle, moped, gasoline powered

lawnmower, or other similar equipment which may contain a hazardous material including, without limitation, gasoline. These areas may not be used as storage areas.

6. Accumulate and store building materials, lumber, boxes, cartons, scrap metal, machinery, junk, flammable or hazardous materials, excessive clothing, furniture, supplies, large amount of packed containers or devices in such quantities or in such a manner as to create a fire, health or other hazard to the premises or persons residing therein. (Amd. Ord. 5486, 3-2-20)

(Entire Section Ord. 4448, 1-19-09; Amd. Ord. 4959, 1-9-15)

Type	Category	# Units	Insp. Year (Year 2	Year 3	3 Year Totz Average	Proposed Formula	Proposed F	Variance	Variance		
SFD	SFD	1	\$ 200	\$ 50	\$ 50	\$ 300	\$100	\$100 for the first unit, plus \$15 per additional unit	\$100	\$0	0%
SFA	Duplex	2	\$ 250	\$ 50	\$ 50	\$ 350	\$117	\$100 for the first unit, plus \$15 per additional unit	\$115	-\$2	-1%
SFA	Townhome	3	\$ 300	\$ 50	\$ 50	\$ 400	\$133	\$100 for the first unit, plus \$15 per additional unit	\$130	-\$3	-3%
SFA	Townhome	4	\$ 350	\$ 50	\$ 50	\$ 450	\$150	\$100 for the first unit, plus \$15 per additional unit	\$145	-\$5	-3%
SFA	Townhome	6	\$ 450	\$ 50	\$ 50	\$ 550	\$183	\$100 for the first unit, plus \$15 per additional unit	\$175	-\$8	-5%
MF	Apartment	3	\$ 300	\$ 50	\$ 50	\$ 400	\$133	\$100 for the first unit, plus \$15 per additional unit	\$130	-\$3	-3%
MF	Apartment	4	\$ 350	\$ 50	\$ 50	\$ 450	\$150	\$100 for the first unit, plus \$15 per additional unit	\$145	-\$5	-3%
MF	Apartment	6	\$ 450	\$ 50	\$ 50	\$ 550	\$183	\$100 for the first unit, plus \$15 per additional unit	\$175	-\$8	-5%
MF	Apartment	12	\$ 750	\$ 50	\$ 50	\$ 850	\$283	\$100 for the first unit, plus \$15 per additional unit	\$265	-\$18	-6%
MF	Apartment	30	\$ 1,650	\$ 50	\$ 50	\$ 1,750	\$583	\$100 for the first unit, plus \$15 per additional unit	\$535	-\$48	-8%
MF	Apartment	60	\$ 3,150	\$ 50	\$ 50	\$ 3,250	\$1,083	\$100 for the first unit, plus \$15 per additional unit	\$985	-\$98	-9%
MF	Apartment	100	\$ 5,150	\$ 50	\$ 50	\$ 5,250	\$1,750	\$100 for the first unit, plus \$15 per additional unit	\$1,585	-\$165	-9%
MF	Apartment	295	\$ 14,900	\$ 50	\$ 50	\$ 15,000	\$5,000	\$100 for the first unit, plus \$15 per additional unit	\$4,510	-\$490	-10%