



VILLAGE OF ORLAND PARK

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

Meeting Agenda

Board of Trustees

Village President Keith Pekau

Village Clerk John C. Mehalek

*Trustees, Kathleen M. Fenton, James V. Dodge, Jr., Patricia Gira,
Carole Griffin Ruzich, Daniel T. Calandriello, and Michael F. Carroll*

Monday, July 17, 2017

7:00 PM

Village Hall

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. VILLAGE CLERK'S OFFICE

2017-0495 Approval of the July 3, 2017 Regular Meeting Minutes

Attachments: [Draft Minutes](#)

2017-0507 Approval of the July 10, 2017 Special Meeting Minutes

Attachments: [Draft Minutes Special Meeting](#)

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

2017-0510 Illinois Distracted Driving Award Presentation - The Illinois Association of Chiefs of Police Traffic Safety Committee will Present an Award to the Police Department in Recognition of their Performance and Dedication during Illinois Distracted Driving Awareness Week

2017-0506 Economic Development Commission - Appointment

2017-0505 Veterans Commission - Appointment

5. PRE-SCHEDULED CITIZENS & VISITORS

6. CONSENT AGENDA

A. 2017-0488 June 30, 2017 Payroll - Approval

Attachments: [6.30.2017 Payroll](#)

B. 2017-0489 Accounts Payable for July 4, 2017 - July 17, 2017 - Approval

- Attachments:** [AP Listing](#)
- C. **2017-0501** MWRD Grant - Authorizing Application for a Green Infrastructure Grant for the Nature Center - Resolution
- Attachments:** [Resolution](#)
- D. **2017-0492** Orland Park Nature Center - Final Landscape Plan Approval
- Attachments:** [Landscape Plan](#)
[PRI Comment Letter](#)
[Orland Park Nature Center MM Plan](#)
- E. **2017-0173** 7402 W. 159th Street, Freddy's Frozen Custard and Steamburgers - Plat of Subdivision for Freddy's and 7420 W. 159th Street Planned Unit Development
- Attachments:** [GW Final Plat of Resubdivision 7.7.17](#)
- F. **2017-0490** 7420 W. 159th Street, Freddy's Frozen Custard and Steamburgers - Final Landscape Plan Approval
- Attachments:** [PRI Comment Letter](#)
[Landscape Plan](#)
- G. **2017-0491** 7420 W. 159th Street, Lots 7 and 8 - Final Landscape Plan Approval
- Attachments:** [Landscape Plan](#)
[PRI Comment Letter](#)
- H. **2016-0595** 7420 W. 159th Street Planned Unit Development Outlot A Stormwater Basin - Final Landscape Plan Approval
- Attachments:** [Landscape Plan](#)
[PRI Comment Letter](#)
- I. **2017-0498** Gateway Plaza - 14301 LaGrange Road - Final Landscape Plan Approval
- Attachments:** [Landscape Plan](#)
[PRI Comment Letter](#)
- J. **2017-0504** MWRD Grant - Authorizing Application for a Green Infrastructure Grant for a Green Roof at Village Hall - Resolution
- Attachments:** [Resolution](#)

7. HEARINGS 7:00 P.M.

[2017-0503](#) 15610 LaGrange Road, LaGrange Retail Development - Public Hearing for the Annexation of and the Annexation Agreement for the Planned Unit Development of a Retail Shopping Center

Attachments: [DRAFT Annexation Agreement](#)

8. PUBLIC SAFETY

[2017-0470](#) Tyler Technologies, Inc. (formerly New World Systems) Computer Aided Dispatch and Records System Annual Maintenance fee - Purchase

Attachments: [Invoice](#)

9. TECHNOLOGY, INNOVATION AND PERFORMANCE IMPROVEMENT

[2017-0496](#) Virtualization of Harris/Innoprise ERP Production Systems from Legacy Standalone Hardware to Improve Performance, Resiliency/Disaster Recovery, and Increase Scalability of Disk Resources.

Attachments: [Quote](#)
[Proposed Plan](#)

10. PUBLIC WORKS

11. DEVELOPMENT SERVICES, PLANNING AND ENGINEERING

[2017-0502](#) Rizza Porsche Class 7C - Supporting Granting a Cook County Class 7C Tax Incentive to Rizza Porsche, 8760 159th Street - Resolution

Attachments: [Resolution](#)
[Porsche 7c Application](#)
[Tax Bills for 2016 and Assessments - New Property](#)
[Rizza Porsche 7c Letter](#)

[2017-0431](#) Carz N More - Special Use Permit for Motor Vehicle Services in General Business District

Attachments: [Special Use Standards](#)
[Map of Proposed Site](#)

12. PARKS AND RECREATION

13. FINANCE

2017-0493 Budget Adjustments 3rd Quarter 2017 - Approval

Attachments: [Budget Adjustments](#)

2017-0487 Convert Line of Credit Balances to Term Loans and Use Line of Credit Proceeds to Fund Nature Center Improvements - Ordinance

Attachments: [Amendment to Credit Agreement](#)
[Amendment to Revolving Credit Agreement](#)
[Form of Term Loan Agreements](#)
[Ordinance](#)

14. MAYOR'S REPORT

2017-0508 Village Code Amendment Title 7 (Business and License), Chapter 4 (Retail Liquor Establishments), Section 7-4-28 regarding Prohibited Sale or Promotion of Alcoholic Beverages - Ordinance

Attachments: [Ordinance](#)

2017-0448 Economic Development Advisory Board - Amending Village Code Title 1, Chapter 13, Expanding the Role and Responsibilities of the Advisory Board - Ordinance

Attachments: [EDAB Proposed Changes](#)
[Ordinance](#)
[CHAPTER 13 EDAB Changes Final](#)

2017-0512 Public Participation at Meetings of the Village Board or any of its Committees, Commissions or Advisory Boards - Discussion Only

Attachments: [Board Policy](#)
[Ordinance 2456](#)

2017-0513 Ad Hoc Committee to Review Orland Park's Commission and Board Structure - Remove from the Table

2017-0479 Ad Hoc Committee to Review Orland Park's Commission and Board Structure

15. VILLAGE MANAGER'S REPORT

16. NON-SCHEDULED CITIZENS & VISITORS

17. BOARD COMMENTS

18. EXECUTIVE SESSION

A. Approval of Minutes

B. The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees

C. The Purchase or Lease of Real Property for the Use of The Village

19. RECONVENE BOARD MEETING

Report on Executive Session and Action as a Result of, if any.

20. ADJOURNMENT

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0495 |
| Orig. Department: | Board of Trustees |
| File Name: | Approval of the July 3, 2017 Regular Meeting Minutes |

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of July 3, 2017.

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
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Meeting Minutes

Monday, July 3, 2017

7:00 PM

Village Hall

Board of Trustees

*Village President Keith Pekau
Village Clerk John C. Mehalek*

*Trustees, Kathleen M. Fenton, James V. Dodge, Jr., Patricia Gira,
Carole Griffin Ruzich, Daniel T. Calandriello, and Michael F. Carroll*

July 3, 2017 CALL TO ORDER/ROLL CALL

Meeting called to order at 7:00 PM.

Meeting will be adjourned due to a lack of a quorum.

Present: 1 - Trustee Calandriello

Absent: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Griffin Ruzich, Trustee Carroll and Village President Pekau

ADJOURNMENT - 7:02 PM

I move to adjourn the regular Board of Trustees Meeting of July 3, 2017 that will meet on Wednesday, July 5, 2017 at 7:00 PM in the Village Board room.

A motion was made by Trustee Calandriello that this matter be ADJOURNED. The motion carried by the following vote:

Aye: 1 - Trustee Calandriello

Nay: 0

Absent: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Griffin Ruzich, Trustee Carroll, and Village President Pekau

July 5, 2017 CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:05 PM.

Present: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll and Village President Pekau

Absent: 1 - Trustee Dodge

VILLAGE CLERK'S OFFICE**2017-0483 Approval of the May 31, 2017 Special Meeting Minutes**

The Minutes of the Special Meeting of May 31, 2017, were previously distributed to the members of the Board of Trustees. President Pekau asked if there were any corrections or additions to be made to said Minutes. There was one addition.

President Pekau requested that on page 4 at the end of the minutes to add - "discussion took place to split the revenues into three columns - Rollover Projects, Reserve Reductions and Operating Revenue." Trustee Carroll had made that suggestion.

Clerk Mehalek stated that the May 31, 2017 Special Meeting minutes will reflect this amendment.

I move to amend the minutes to reflect at the end of the minutes adding: Discussion took place to split the revenues into three columns as follows - Rollover Projects, Reserve Reductions, and Operating Revenue.

And

With this amendment to approve the minutes of the Board of Trustees Meeting of May 31, 2017.

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

Aye: 5 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, and Village President Pekau

Nay: 0

Abstain: 1 - Trustee Carroll

Absent: 1 - Trustee Dodge

2017-0476 Approval of the June 19, 2017 Regular Meeting Minutes

The Minutes of the Regular Meeting of June 19, 2017, were previously distributed to the members of the Board of Trustees. President Pekau asked if there were any corrections or additions to be made to said Minutes. There were corrections and additions as follows:

Trustee Calandriello requested an amendment on Page 21 – Item 2017-0445 Resolution Supporting Paid Sick Leave for Illinois Employees – the date that the question appeared on the ballot should be 2016 not 2014.

President Pekau requested the following amendments:

Page 2 – under Moment of Silence – Misspelling of a word – attack and not attach.

Page 20 there are a few things to add:

“Proponents argue that raising the minimum wage” Not agree that raising the minimum wage. He said argue and not agree.

“From December 2007 to November 2010 President Pekau would like added “according to the Bureau of Labor Statistics” he quoted that.

He would also like the facts that he listed added “according to the Bureau of Labor Statistics 54 percent of minimum wage workers are under 24 years old; 65 percent of all minimum wage workers have never married; 59 percent of all minimum wage workers are employed less than 35 hours per week.”

Lastly, President Pekau said “the Village of Orland Park if the minimum wage is raised to \$12.00 per hour the Village costs will increase by \$200,000 per year due

to increased costs to our part-time summer employees. These costs have to be passed on to residents or we will have to hire 44 fewer people.”

Finally, his comment was “it is my job to make my decisions based on these facts and not on the emotions that feel good and that is why I did not support the resolution.”

I move to amend the June 19, 2017 minutes to reflect the above amendments.

And

With these amendment to approve the minutes of the Board of Trustees Meeting of June 19, 2017.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0477 In Search of a Cure - Raffle License

In Search of a Cure is requesting a license to sell raffle tickets during their annual golf event on Thursday, July 27, 2017 at Silver Lakes Country Club.

I move to approve issuing a raffle license to In Search of a Cure to sell raffle tickets during their annual golf event on Thursday, July 27, 2017 at Silver Lakes Country Club.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0478 Carl Sandburg High School Music Booster Club - Raffle License

I move to approve issuing a raffle license to The Carl Sandburg High School Music Booster Club to sell raffle tickets beginning July 17th through December 8, 2017.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

CONSENT AGENDA

President Pekau requested that Items G. Horton Center Shopping Center and J. Holiday Decor - Phase II - LaGrange Road and Civic Corridors be removed from the Consent Agenda for a separate vote.

Passed the Consent Agenda

A motion was made by Trustee Griffin Ruzich, seconded by Trustee Gira, to PASS THE CONSENT AGENDA, including all the following items marked as having been adopted on the Consent Agenda. The motion carried by the following vote:

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0452 Payroll for June 16, 2017 - Approval

The lists of Payroll having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Bi-Weekly Payroll for June 16, 2017 in the amount of \$1,234,059.65.

This matter was APPROVED on the Consent Agenda.

2017-0453 Accounts Payable for June 20, 2017 to July 3, 2017 - Approval

The lists of Accounts Payable having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Accounts Payable from June 20, 2017 through July 3, 2017 in the amount of \$3,880,277.93.

This matter was APPROVED on the Consent Agenda.

2017-0375 Disposal of Three (3) Seized Vehicles at Public Auction From Drivers Who Were Driving Their Vehicle While Their License was Suspended For DUI - Ordinance

The Police Department requests approval to declare three vehicles, a 2007

Toyota/Camry, 2004 Honda/Civic, 2005 Chevrolet/Cavalier, as excess property and to dispose of at public auction. These vehicles were seized by the department and forfeited to the Village by the Circuit Court of Cook County from a driver who was driving their vehicle while their license was suspended for DUI.

I move to pass Ordinance Number 5197, entitled: ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY (VEHICLES) OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS.

This matter was PASSED on the Consent Agenda.

2017-0388 Village Code Amendment for the Seizure and Impoundment of Abandoned Motor Vehicles Allowing for Removal of Abandoned Vehicles Seven Days After Notification of the Owner - Ordinance

The Police Department is seeking to amend Title 9, Chapter 11, Section 6, Seizure and Impoundment of Motor Vehicles to more efficiently and effectively notify the owners of lost, stolen, abandoned, or unclaimed motor vehicles and/or to have them removed in a specific time frame as outlined in the Illinois Vehicle Code (625 ILCS 5/4-201(b)).

The amended changes will bring the ordinance in compliance with the Illinois Vehicle Code, 625 ILCS 5/4-201(b), specifically, "a vehicle or any part thereof so abandoned on private property shall be authorized for removal, by a law enforcement agency having jurisdiction, after a waiting period of 7 days or more." The current ordinance states, "The Chief of Police shall have given written notice to remove said vehicle within ten (10) days of the mailing of such notice and of the intention of the Chief of Police to remove and impound such vehicle if it has not been removed at the end of such time." Additionally, the amended ordinance will require two separate notification methods and allow for the more efficient process of contacting the registered owner by telephone or other electronic means to speed the removal of the abandoned, lost, stolen or unclaimed vehicle.

I move to pass Ordinance Number 5198, entitled: AN ORDINANCE AMENDING TITLE 9, CHAPTER 11, SECTION 6 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO THE SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES.

This matter was PASSED on the Consent Agenda.

2017-0447 Replacement of Corroded Doors at Centennial Pool Aquatics Center (CPAC) - Proposals

Corrosion is one of the more damaging forces acting in and around waterparks and aquatics facilities. Higher levels of humidity and chlorine provide for the most ideal corrosive environments. The Centennial Pool Aquatics Center (CPAC) has a number of facility doors (Rest Rooms, Electric Room, Chlorine Rooms) that were first installed during the construction of the facility in 1992. Staff identified 10 (ten) doors at various locations at the facility that have corroded beyond repair and require replacement. In order to expedite this door replacement project, staff is requesting to waive the bid process.

Staff solicited two companies for proposals. Goldy Locks, Inc. of Tinley Park, Illinois submitted a proposal for the replacement of the doors for a cost of \$11,055.00. J&L Metal Doors Inc. of Tinley Park, Illinois submitted a proposal for the replacement of the doors for a cost of \$25,710.61. The proposal from J&L is higher because they must use a subcontractor for the installation. Goldy Locks uses their own staff to complete installation. Staff has had great experiences with both companies and feels confident that either could successfully perform the replacements. Based on the submitted proposal cost, staff recommends that the proposal be accepted from Goldy Locks, Inc. of Tinley Park, Illinois.

I move to approve the request to waive the bid process;

And

Approve the proposal from Goldy Locks, Inc. of Tinley Park, Illinois for door replacements at the Centennial Pool Aquatics Center at a cost not to exceed \$11,055.00.

This matter was APPROVED on the Consent Agenda.

2017-0437 Park Hill Ponds 1 (north side) and Park Hill Pond 3 (north side) Shoreline Restoration and Stabilization Phase II

In 2011 the Village established the Basin and Best Practices Management report. The report contains bids and evaluations on Village ponds and areas that require stewardship to ensure proper functionality and aesthetics of said areas. Since the completion of the report, the Village has worked with contractors to perform the required services. The selected companies were chosen based on price and expertise in the area of ecological restoration. V3 is one of the companies that were awarded basin and restoration work. Due to erosion and shoreline instability staff reached out to several companies for proposals to repair and prevent further issues. Since receiving the original costs, staff requested revised proposals to complete the needed work in phases. In 2016 V3 was awarded the work for this project and completed phase I. Phase II of the project continues with the regrading of the pond sites and installation of native seedbed/plugs. This native planting approach has been implemented by the board in an effort to reduce shoreline erosion and to aid in the stabilization.

The services include an educational component (community meeting for residents in the affected area) as well as informational handouts (printing and distribution) to help increase the understanding of the work and how and why it is being performed and what residents should expect to be accomplished.

V3 has additionally included a stewardship of the areas for three years which provides the Village additional savings. V3 has provided superior expertise and service, greatly improving the functionality and appearance of the natural plantings at multiple Village pond sites.

I move to approve Shoreline Restoration and Stabilization of Park Hill Pond 1 (north side (390LF) and Park Hill Pond 3 (north side 250LF) Phase II including the proposed 3 year stewardship (2017, 2018, 2019) for each site to V3 Construction Group LTD. at a total cost not to exceed \$152,910.00.

This matter was APPROVED on the Consent Agenda.

2017-0436 Wayfinding and Branding Implementation - Installation of Logo Medallions on LaGrange Road

The Village is currently in the implementation phase of the Wayfinding and Branding project. The Village is working with a consultant to prepare bid specifications that the Village will use to select a contractor for the proposed Phase I signage. Throughout the process it was always the vision to include the branding improvements along LaGrange Road. Specifically, in addition to proposed wayfinding signage, the Village always anticipated installing the logo in the medians and monument signage along LaGrange.

The Village is proposing to add electricity to specific medians and monument signage along LaGrange Road. In addition, the Village will install illuminated and non-illuminated versions of the logo medallion throughout the corridor. Given the cost of the improvements, care was taken to minimize the amount of illuminated medallions and install these enhancements at the most visible locations along the corridor.

In order to increase the efficiency and minimize cost, the Village is coordinating the installation of the logo medallions within the same time frame as IDOT's LaGrange Road Corridor project schedule. This is critical to the success of the project, as the contractors are already on site and the lead time for the medallions to be manufactured is 8-12 weeks. The work is currently being completed under the existing V3 construction management contract. Funds are available in the Economic Development line item within the Development Services FY2017 departmental budget for wayfinding and branding implementation. Staff is requesting a transfer of funds available for implementation to Capital Improvement Fund in order to track all costs related to LaGrange Road improvements in one fund. This amount will be added to the existing V3 construction management purchase order, to cover the manufacture, installation, and running of electricity for the logo medallions.

I move to approve a budget transfer in the amount of \$100,893.65 from the General Fund to the Capital Improvement Fund;

And

I move to approve authorizing payment to V3 Construction Group in the amount of \$100,893.65 for the manufacture, and installation of the medallions along LaGrange Road.

This matter was APPROVED on the Consent Agenda.

2017-0438 Village Hall Parking Lot Topographic Survey and Parking Lot Reconfiguration Design Engineering

As part of the FY 2013 Budget, the Village Board approved the engineering for a roundabout at 147th Street and Ravinia Avenue. The intersection currently operates as an all-way stop control. A roundabout at this location has been contemplated by the Village for a number of years to improve traffic flow as well as providing an opportunity for the Village to aesthetically enhance the intersection. The Village has secured funding from the Southwest Conference of Mayors (SCM) for all phases of this project.

On May 24, 2013, the Village issued a Request for Qualifications (RFQ). Eleven submittals were received on June 10, 2013. Based on the criteria in the RFQ, the submittals were evaluated, rated and three firms were selected for an interview - Strand Associates, HR Green and Baxter & Woodman. Upon completion of the interviews, Strand Associates of Joliet, Illinois was deemed as the best qualified engineering firm for the scope of services requested.

Strand Associates has completed the Phase I Engineering Report which was approved by IDOT and the FHWA on May 8, 2015. In September/October of 2015 Strand Associates was approved to provide Phase II Engineering Design Services. This includes the development of plans and specifications for construction. The plans are nearly complete. Strand and Village Staff are prepared to submit the plans to IDOT for a 2018 letting and construction start.

The current roundabout plan includes the relocation of the Village Hall parking lot entrance south of 147th to a point further south to better line up with the existing parking lot and roundabout improvements.

With the installation of the roundabout and the relocation of the parking lot entrance, Village Staff requested Strand to prepare a proposal to provide engineering services for the evaluation and potential reconfiguration of the Village Hall parking lot. The services include a topographic survey of the Village Hall parking areas, drainage and pavement condition evaluation of the parking areas.

I move to approve entering into a contract with Strand Associates of Joliet, Illinois in the amount not to exceed \$69,900.00 for the Village Hall Parking Lot Topographic Survey and Parking Lot Reconfiguration Design.

This matter was APPROVED on the Consent Agenda.

2017-0469 Chi Cal Rivers Fund Grant 2017 - Authorizing Application for an Orland Park Nature Center Grant - Resolution

In 2012, the Village purchased the 3.5 acre former Pebble Creek Nursery property

on La Grange Road with funds from the Village's Open Lands Program. In 2013, the Village Board approved a conceptual master plan for the nature center site. In 2016, the Village Board approved the hiring of Upland Design Inc. to complete the final design and engineering of the project, which is nearing completion. Current improvements focus on site plan development, with building improvements, educational exhibits, and most of the signage to be addressed at a later time. Construction of the initial site plan improvements is anticipated to begin in Fall 2017.

The Chi Cal Rivers Fund offers grants to local governments and non-profits in our region for the protection and restoration of area waterways. The Chi-Cal Rivers Fund, administered by the National Fish and Wildlife Foundation, is a public-private partnership of 11 local and national organizations working to restore the health, vitality and accessibility of the waterways in the Chicago and Calumet region. The three primary funding categories are green storm water infrastructure, habitat enhancement, and public-use improvements. The grant is limited to a \$300,000 maximum, and requires an equal local match. Total funding for the Chi-Cal grant program is 1.7 million, and the grants are highly competitive. Although the Village unsuccessfully applied for a Chi-Cal Nature Center grant in 2016, the Village is well positioned to again apply for the grant in 2017 because the nature center project is now almost shovel ready, and because of forthcoming adjacent land acquisition opportunities that will greatly expand restoration potential. This year's application focuses primarily on the green infrastructure and storm water management aspects of the project, and secondly on the public use aspect of the project. Assistance has been requested for specific items related to green stormwater infrastructure and public use and education. The Chi-Cal grant requires a 50-50 match, with the Village contribution dependent on the award amount, but not exceeding \$300,000. The Chi Cal Rivers Fund grant application requires a document from the Village Board approving the grant submission and payment of the local match.

This resolution will not go through the Development Services Committee and will be directly referred to the Board for consideration so the Chi-Cal Grant's July 10th application deadline can be met.

I move to pass Resolution Number 1715, entitled: A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A CHI-CAL RIVERS FUND GRANT.

This matter was PASSED on the Consent Agenda.

2014-0245 Horton Center Shopping Center - Appearance Improvement Grant Amendment

On August 4, 2014 an Appearance Improvement Grant was approved by the Village Board of Trustees for the allocation of \$60,000 from account 010-0000-484930 for the Horton Center Shopping Center at 14402-38 S. John Humphrey Drive.

In August 2016, the petitioner re-evaluated the Horton Center Shopping Center appearance improvement project and resubmitted new design and appearance considerations for the shopping center by Phillip J. Riley Architects that are more in line with available private funding. The new submittals were approved by Administrative Review on September 15, 2016. The Amended Appearance Improvement Grant Agreement reflects the new design and appearance considerations.

This is now before the Village Board to authorize execution of the Amended Appearance Improvement Grant Agreement.

President Pekau questioned that in the agreement there was an amount not to exceed \$20,000 then several paragraphs below it stated not to exceed an amount of \$60,000. He wanted to understand what the differences were.

Interim Assistant Village Manager Karie Friling stated that the total grant amount is \$60,000; due to there are three separate parcels. In 2014 when this was approved by the Village Board the program allows for \$20,000 per piece of property. The maximum grant amount is \$60,000.

I move to authorize the Village President to execute the Amended Appearance Improvement Grant Agreement for the Horton Center Shopping Center.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0449 Holiday Décor - Phase II - Lagrange Road and Civic Corridors

In 2016, the Village purchased and installed new holiday décor, as part of a phase I project. New holiday décor had not been purchased for well over 20 years. This initial phase included new street pole décor that incorporated the Village's new brand and new large scale ornaments at Village Hall, Crescent Park and Centennial Park. Plans for additional holiday décor (Phase II) were put on hold until the LaGrange Road reconstruction project was completed. With the completion of the road project this year, Phase II of the holiday décor project can now be finalized. Manufacturer orders need to be placed now to allow enough lead time for installation/placement in November, prior to the holiday shopping season. The proposed décor and cut sheets are included as an exhibit for review.

The Village collects a significant amount of sales tax during the holiday season. As the Village Board is aware, the retail industry is rapidly changing. On-line

purchases continue to threaten brick and mortar retail. While Orland Park is the regional shopping destination, the Village cannot be complacent in the marketplace. The shopping experience and “sense of place” is more important than ever before.

Across the nation, retail shopping habits are being closely watched and researched. Studies have documented that millennials desire to spend money on experiences that enhance their lives. One study shows that 61% of millennials ages 21-24 would rather have dinner at a new restaurant than buy a new pair of shoes. This is not just for this generation only; consumers across all generations prefer experiences that make you happier and are as valuable as buying things. This is called the “experiential and destination retailing.”

The implementation of the Holiday décor project was in direct response to this changing retail environment. The Village is committed to assisting our brick and mortar businesses. The holiday décor project is intended to draw visitors to Orland Park, who will come to see the lighted displays and spend money in Orland Park. The proposed Phase II will install tree lighting and custom pole décor throughout the entire LaGrange Road Corridor, starting at downtown and proceeding to 167th Street. While the Village also desired to install larger lighted displays along LaGrange road, IDOT denied the Village’s request. As a result of this denial, a few additional larger display items will be also purchased, for the Village Hall/Civic Corridor and Downtown areas. Last year, these two areas were highly visited by both residents and visitors, with very positive feedback.

Trustee Ruzich questioned what is the life span for the lights and decorations and where will these decorations be located at.

Interim Assistant Village Manager Friling stated that the life span is approximately ten years. The nice thing about these types of decorations they can be rebuilt if the lights go out.

The decorations will be located on LaGrange Road, Crescent Park and the downtown area, along with Ravinia Avenue and the Village Hall/Civic Corridor.

Interim Village Manager La Margo stated that the custom pole decor from last year were returned and the Village received a full credit of approximately \$60,000.

President Pekau asked if there are electrical outlets in all the medians down LaGrange Road.

Interim Assistant Village Manager Friling stated that yes there are outlets.

President Pekau asked if the Mall entrances will be included as a location for these decorations.

Interim Assistant Village Manager Friling stated that she has reached out to both the Mall and Orland Crossings. There is a challenge in this area due to the intersections are both under IDOT's control. Nothing can be placed in an IDOT right-of-way and IDOT has given a denial for any holiday decorations. Staff is trying to partner with the Mall and Orland Crossings so possibly decorations can be placed on their private properties if there is room.

The median at 143rd and LaGrange will be decorated, due to the Village owns that median.

President Pekau asked how long of a warranty is there on the LED lights on the decorations.

Interim Assistant Village Manager Friling stated three years and the only thing that the Village will need to pay for next year is the labor for the wrapping of lights around the trees. Street pole decorations and the larger decorations will be installed by the Park's Department.

Trustee Fenton commented that what is trying to be created is a Winter Wonderland that will be in front of the Village Hall. The Orland Park Lions Club will be moving their Christmas tree sales in this area also. Two vendors each weekend will be selling hot chocolate, pretzels, roasted cashews and almonds. The Board and staff are trying to make this a fun family area. Families can come to enjoy all the different decorations and take pictures.

I move to approve a contract with Artistic Holiday Designs in the amount of \$355,181.76 and with Holiday Creations, Inc. in the amount of \$65,000 for labor and installation, as outlined above;

And

Approve the Phase II holiday program, in the total amount of \$420,181.76.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

HEARINGS 7:00 P.M.

I move to recess for a public hearing at this time.

A motion was made by Trustee Fenton, seconded by Trustee Gira, that this matter be RECESS. The motion carried by the following vote:

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0464 15610 LaGrange Road, LaGrange Retail Development - Public Hearing for the Authorization Ordinance of the Annexation Agreement

Village Attorney Friker reported that the only reason that this matter is on the Village's Public Hearing agenda this evening is because it was on the agenda for the July 3, 2017 meeting. What was originally scheduled and what was in the legal notice was a public hearing on a proposed Annexation Agreement for the property located at 15610 South LaGrange Road. That is the former site of the Army Maintenance Facility on the west side of LaGrange Road.

Pursuant to the adjournment, which occurred on July 3, 2017 since there was not a quorum this public hearing was adjourned to the July 17, 2017 meeting.

I move to continue the public hearing for the annexation for 15610 LaGrange Road to the July 17, 2017 regular meeting of the Village Board of Trustees.

A motion was made by Trustee Fenton, seconded by Trustee Gira, that this matter be CONTINUED to the Board of Trustees. The motion carried by the following vote:

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

CLOSE PUBLIC HEARING

I move to approve closing the public hearing.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

RECONVENE BOARD MEETING

The roll was called to reconvene the regular meeting and Trustees Fenton, Gira, Ruzich, Calandriello, Carroll and President Pekau were present. Trustee Dodge was absent.

PUBLIC WORKS**2017-0471 Concrete Slab Raising Bid for Concrete Sidewalk Restorations (3-Year Contract from 2017 to 2019) - Bid Award**

With the responsibility of overseeing maintenance efforts for miles of sidewalk throughout the Village, Public Works relies heavily on a non-destructive and non-invasive procedure to correct sidewalk squares that have settled and lowered causing a trip hazard. Rather than tear out the sidewalk square which requires framing, pouring and curing of concrete, otherwise functional sidewalk squares can be slab jacked or "raised". This procedure pumps a special cement mixture under the sidewalk square to "lift" the square to the desired and matching height of the adjacent square. In nearly all instances the slab raising method requires minimal or no landscape restoration to the area surrounding the slab(s). The Village, for a number of years, has contracted out the slab raising work for sidewalks, driveway aprons, pedestrian bridge approaches, and stairway landings.

A formal Invitation to Bid ("ITB") was advertised in the Daily Southtown on Thursday June 8, 2017 and hosted on the Village website with bids due in the Clerk's Office by Thursday June 22nd, 2017 at 11:00am. The ITB requested unit pricing per square foot of work, performed for a three year contract from 2017 to 2019. Two bids were received and opened by Clerk's Office.

Quick Raising Concrete of Lockport, Illinois, submitted the lowest bid with a 2017 unit price of \$1.60 per square foot, which equates to \$40 per sidewalk square. A typical Orland Park residential sidewalk is 5 feet wide by 5 feet long equaling 25 square feet. Quick Raising also submitted unit prices of \$1.80 for 2018 and \$2.00 for 2019.

The \$0.20 unit price increase per year is mainly due to expected rising fuel costs for both vehicle mobilization and the gas-powered slab raising equipment along with material price increases. Quick Raising Concrete's unit prices are in line with previous prices accepted by the Village.

Because sidewalk repair is a critical maintenance function and to avoid process delays by moving to the August Public Works Committee, this item is being forwarded directly to the July 5, 2017 Board Meeting for approval.

I move to approve acceptance of the lowest bid and award a contract to Quick Raising Concrete of Lockport, Illinois, for concrete slab raising at the submitted unit prices for years 2017, 2018 and 2019 for an amount not-to-exceed \$20,000.00 for fiscal year 2017; and an amount not to exceed the Board approved budget for fiscal years 2018 and 2019.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0475 Emergency Traffic Signal Mast Arm Pole Replacement at 151st St. & 94th Ave. - Payment

A vehicular accident occurred on June 6, 2017 at the intersection of 151st Street and 94th Avenue resulting in the knockdown of a Village-maintained traffic light on the northeast corner of the intersection. The Police Department immediately contacted our traffic signal maintenance contractor Meade Inc. of Chicago, IL. Meade responded and installed temporary signals. After discussions with staff, Meade returned June 21, 2017 and installed the permanent traffic signal replacement.

This item is going directly to the Board of Trustees.

I move to approve to pay Meade Inc. of Chicago, IL. for costs associated with the emergency replacement of the traffic signal mast arm pole and related work at 151st Street and 94th Avenue at a cost not to exceed \$11,037.84.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0474 Purchase of Replacement Dump Truck Hydraulic Cylinders - Quote

Corrosion is one of the more damaging forces on snow plow trucks utilized in the Village's fleet. The Public Works Department needs to replace two (2) dump body hydraulic cylinders used to raise and lower dump beds on the 2003 & 2004 model year tandem axle dump trucks. Staff removed one of the cylinders to perform routine maintenance and attempted to have it resealed before reinstalling. The heavy corrosion prevented this repair method from being a viable option.

Staff requested quotes from three (3) vendors. Henderson Products, Inc. of Manchester, Iowa submitted a quote (including shipping) for the replacement cylinders and bushings for a cost of \$6,118.76 with delivery within two weeks. Extreme Cylinders of Tinley Park, Illinois provided a quote of \$6,160.00 with shipping (excluding bushing) with a 4 to 6 week lead time. Triangle Fabrication of Chicago, Illinois provided a quote of \$6,140.00 with shipping (excluding bushing) with a 4 to 6 week lead time. Staff recommends that the quote be accepted from

Henderson Products, Inc. of Manchester, Iowa.

This item is going directly to the Board of Trustees.

I move to approve accepting the quote from Henderson Products, Inc. of Manchester, Iowa for the purchase replacement hydraulic cylinders and bushings at a cost not to exceed \$6,118.76.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0473 Dump Body and Snow Removal Equipment Package Purchase and Installation - NJPA Contract Quote

Earlier this year the Village Board approved the purchase of a replacement tandem truck chassis which reached the end of its useful life for Public Works. The installation of a dump body, front snow plow, wing plow, hydraulic system and salt spreader with a pre-wet system is coordinated through a separate vendor. This truck is a primary unit used in all snow removal efforts and will be utilized for other maintenance needs throughout the year as necessary. Additionally, this truck package includes the Village's Automatic Vehicle Location (AVL) system and standardized spreader controls that enables staff to more accurately track the truck's salt and liquid use.

The Village is a member of the National Joint Powers Alliance (NJPA) purchasing cooperative that provides competitive pricing for equipment purchases. As a member of NJPA, the Village is eligible to purchase this equipment package through the cooperative which includes equipment installation and calibration once installed on the previously purchased 2018 International Workstar 7500 6X4 chassis cab.

Henderson Truck Equipment of Huntley, Illinois, as the recipient of NJPA contract # 080114-HPI, submitted a cost quote in the amount of \$103,740.00 for this equipment purchase and installation. Staff has reviewed the quote and recommends purchasing the package for installation on the previously purchased chassis.

This item is going directly to the Board of Trustees.

I move to approve accepting the NJPA contract quote from Henderson Truck Equipment of Huntley, Illinois for the purchase and installation of a Dump Body and Snow Removal Equipment Package in an amount not to exceed \$103,740.00.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0472 Bid for Floor Tile Replacement at Franklin Loebe Center - Award

The Franklin E. Loebe Recreation Center, located in the award-winning Orland Park Village Center Complex, 14650 S. Ravinia Avenue, is the hub of leisure time services in the community. The building is host to a number of activities and houses a dance studio, five preschool rooms, an indoor playground, two meeting rooms, a gymnasium, walking track and wrestling room. The vinyl composition tiles (VCT) have failed in various areas of the facility. The scope of work requires the removal of the existing tile (carpet in room 117), then the application of a cement-based compound (skim coat) to the floor to fill in any uneven areas, ending with the installation of new vinyl composition tile. There are various areas of the Franklin Loebe Center where the tile needs to be replaced. Floor areas were evaluated and prioritized based on their condition and their need to be replaced this year. Staff will replace the floor tiles in the facility as a phased project FY17 and FY18. This fiscal year will include tile replacement for the following areas: Upper level Building Attendant Station, Upper Level Room 102 including closet; Upper Level Rooms 105, 114 and 117; Lower Level Room 109 and small hallway (outside of room 109).

The "Tile Installation - Franklin Loebe Center" Invitation to Bid #17-025 was published in the Daily Southtown newspaper on Friday, June 9, 2017. Sealed bids were received until 11:00 a.m. on Friday, June 23, 2017 at the Office of the Village Clerk where four (4) bids were opened.

Carpet Interiors, Inc. of Orland Park, Illinois was the lowest bidder with a price of \$23,997.00. Carpet Interiors have completed various projects for the Village of Orland and staff is confident with their work; therefore, staff recommends awarding the Tile Installation bid to Carpet Interiors. In the event of any unforeseen issues, staff is requesting to use the remaining budgeted funding of \$1,000.00 as contingency for a total contract price of \$24,997.00.

This item is going directly to the Board of Trustees.

I move to approve to award the bid for Floor Tile Replacement at the Franklin Loebe Center to Carpet Interiors, Inc. of Orland Park, Illinois for a not-to-exceed amount of \$24,997.00 (\$23,997.00 plus \$1,000.00 contingency)

APPROVED

PARKS AND RECREATION

2017-0361 Centennial Park - Bid Award - Approval for Fencing Repair/Replacement by Fence Masters, Inc.

An invitation to bid was issued on April 24, 2017 for the repair and replacement of fencing at Centennial Park by the Parks & Grounds Department. The bid was opened on May 5, 2017 with two (2) companies submitting bids, Fence Masters, Inc. was the only responsive bidder. The bid was structured so that specific areas could be bid individually. Costs for work in Parks and Grounds sites are totaled at \$44,925 and the work at Centennial Park Aquatic Center is totaled at \$14,350. The total cost for all sites is \$59,275. The Village has worked with Fence Masters in the past and they have provided quality products and service.

There was a typographical error on this board item, listing the incorrect company. Board item is being resubmitted with correction to the company name that was the responsive bidder.

I move to approve awarding bid #17-022, Centennial Park Fence Repair/Replacement to Fencemasters, Inc. for specified locations in an amount not to exceed \$59,275.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0482 Village Baseball Field Accessible and Usable by People with Special Needs - Resolution

The Village has been approached by an ad hoc group of Orland Park residents with the idea of raising funds through voluntary contributions to the Village. This group proposes to create a baseball field that will be fully accessible, both for participants and spectators, to children and adults with special needs.

The Village is fully supportive of the community efforts to raise funds for the placement and development of a baseball field. A site has identified within the John Humphrey Field Complex for such baseball field. The field will accommodate participants and spectators with special needs and will be fully compliant with the Americans with Disabilities Act.

Zach Stack a sophomore at Marist High School who has lived in Orland Park his entire life and has been privileged to experience and enjoy the parks and fields

that this great community offers its residents. He spoke before the Board asking their permission if he can proceed to offer this privilege to all challenged individuals within the Village and beyond the Village.

His dream is to have a challenger baseball field where any individual with physically or intellectual challenges may participate. He plans on putting together a committee made up of his peers (which he introduced) to take on this great challenge and make this dream of his a reality.

He realized this is a great challenge and in the end the rewards will be endless.

Trustee Carroll asked Mr. Stack to explain what a challenger baseball field is.

Mr. Stack stated that a challenger baseball field is a field where challenged individuals who are physically and intellectually challenged can play the game of baseball. It is basically a field like a turf and play where you can roll wheelchairs; it is not like a traditional dirt field. The turf and play can be colored like a traditional baseball field and is very accessible for these challenged individuals to move their wheelchairs.

Trustee Gira stated that the surface is a poured in place surface for individuals that are also unsteady. It is a very soft surface and the dugouts are wheelchair accessible.

She also mentioned that Special Olympics are now held down in Bloomington, Illinois and they do not have a challenger baseball field. Possibly, the Village of Orland Park may be able to host Special Olympics events if the Village has fields of this type at the John Humphrey Complex.

Trustee Calandriello supports this idea and appreciated Zack and his friends taking this type of stance supporting this project. He commended him and his group!

Trustee Gira stated the reason that this was brought to the Board is Zack and his friends would like to begin fundraising at the Taste of Orland. There will not be a Recreation Advisory Meeting in July, so in order not to hold this group up, she thought best to bring them to the Board tonight.

Trustee Ruzich questioned what Zack timetable is.

Zack stated that depending on the amount of funds that are received from fundraising there is not a set timetable at this time, but they would like to start this project as soon as possible.

President Pekau asked how much money is needed.

Zack stated that they will need \$500,000 through fundraising, which will cover the baseball field and a bathroom facility.

Trustee Fenton asked if a go-fund-me page has been setup.

Zack stated not yet, but there are plans to create one.

Trustee Fenton stated this is a great idea and she supports this project.

I move to pass Resolution Number 1716, entitled: RESOLUTION IN SUPPORT OF ESTABLISHMENT OF VILLAGE BASEBALL FIELD ACCESSIBLE AND USABLE BY PEOPLE WITH SPECIAL NEEDS.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

FINANCE

2017-0467 Approval - Impact Study Consulting Services

During the FY2017 budget process, the Board discussed the various revenue sources available to the Village based on its home rule status. Some of these sources include home rule sales tax, utility taxes, food and beverage tax, real estate transfer tax, amusement tax, video gaming tax and gasoline tax. With the exception of a .75% home rule sales tax, the Village of Orland Park does not currently assess any of these taxes. The Board also discussed retaining the services of a consultant to provide an impact study on the food and beverage tax, at a minimum, to determine not only the amount of revenue that the source would generate but to also measure the effect of the new tax on the Village's businesses.

During the Village's initial FY2018 budget hearing, the Board once again discussed the various revenue sources available that remain untapped. Staff provided a summary identifying municipalities comparable to Orland Park that have a property tax rate comparable to or greater than Orland Park's and that also assess some or all of the various revenue sources identified above. As an example -

--Village of Schaumburg - 2015 property tax rate was \$.710 per \$100 of EAV and Schaumburg also has approximately \$7.3 million in annual revenue from a 2% food and beverage tax and \$650,000 in annual revenue from a \$1/\$1,000 real estate transfer tax. In addition, the Village of Schaumburg has a 1% home rule sales tax that generates approximately \$21 million annually.

--City of Naperville - 2014 property tax rate was \$.8082 per \$100 of EAV and

Naperville also has approximately \$4.9 million in annual revenue from a 1% food and beverage tax, \$5 million in annual revenue from a \$1.5/\$500 real estate transfer tax and approximately \$16.6 million from various utility taxes (electric, natural gas, and water). In addition, Naperville has a .5% home rule sales tax that generates annual revenue of approximately \$8.5 million.

In order to have information readily available as we continue through the FY2018 budget process, CroweHorwath, LLC has proposed to perform an impact study for food and beverage and video gaming taxes at a cost not to exceed \$40,000.

Trustee Ruzich commented that there have been some misperceptions that Orland Park has or is on the verge of passing video gaming. This has not been up for consideration as long as she has been on the Board.

The Board is reviewing various new revenue sources, as Springfield looks to take more of the dollars on a local level.

A food and beverage tax that staff has pointed out; several municipalities like the Village of Orland Park have such a tax. We here in Orland Park have several taxes that are available that we do not take part in.

Looking to the future, she does not know what the future will hold in regards to what is going on in Springfield. The Board thought it was prudent to do an impact study and have a consultant review different types of revenue sources and research what the impact will have at the local level.

President Pekau stated that absolutely the video gaming has not been passed in the Village of Orland Park. He has received several calls in his office and has had several liquor license meeting and it was thought that video gaming had been passed, this is not the case. There would be extensive public hearings that the Board would want before this would be voted upon.

This is simply a study so that the Board has facts that decisions can be based off of.

Trustee Gira commented that as what was said, video gaming would require a public hearing. However, she would also like to see this go to a referendum question.

I move to approve a transfer from Contingency in the amount of \$40,000

And

Approve CroweHorwath, LLC to perform an impact study for food and beverage and video gaming taxes at a cost not to exceed \$40,000.

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

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

MAYOR'S REPORT

2017-0479 Ad Hoc Committee to Review Orland Park's Commission and Board Structure

The purpose of the Ad Hoc Committee is as follows:

--Review the Village's existing commissions' goals, structure, charter and current level of engagement and impact.

--Identify commissions that are no longer needed and make recommendations on new commissions and advisory boards to fill needed gaps.

--Make recommendations on commissions' structure, meeting requirements, goals and charters to help make them more value added for the Village Board and Staff.

--Make recommendations on how to make commissions' more efficient and effective.

--Ensure that our commission structure continues to meet state requirements.

Members of the Ad Hoc Committee are as follows:

Trustee Ruzich - Chairperson
Trustee Gira - Vice Chairperson
Ed Giron
Kevin Scanlan
Jeannine Smith
Ed Schussler
Bill Healy

Goals for this Ad Hoc Committee are to ensure that the Village's citizen boards are pertinent, engaged, and value added for the Village Board and for Staff. There is a talented group of citizens and engaging them in meaningful, helpful and important Village matters is beneficial and force multiplying for the Village. This effort will help ensure that the Village committee structure is efficient, meaningful and value maximizing.

Orland Park Residency will be required. Every committee member is an Orland Park resident and is expected to work in the best interest of the Village of Orland Park.

The committee will operate for approximately 6 months and will decide their meeting frequency and whether to make their recommendations to the Village Board at one time or periodically.

Trustee Carroll stated that over the past year there has been discussion to reevaluating the Village Commission structure.

Commissions are designed to assist, help funnel information, and make recommendations to the Board. However, over the years some commissions and advisory boards have dissolved or new ones added and even commissions have been dissolved and then added once again over the course of years.

Trustee Carroll believes that it is more appropriate since it is a commission to advise the Board that the Board (or Mayor) would appoint a special committee of Board Members to review the Village's commission structure and determine whether each commission is pertinent, needs to be modified or dissolved, and whether the current members of those commissions are performing efficiently. This is something that the Village Board should decide upon.

Trustee Fenton commented that she has no issue in creating this committee; however, she does have some concerns with the appointments. She agrees with Trustee Carroll's comments and would like a recommendation from each Board Member as to one member that they believe would be appropriate for the Committee.

She asked if the motion could be split into two motions.

Village Attorney Friker stated that the motion would need to be amended.

Trustee Gira stated as a Trustee and a former commission member of the Recreation Advisory and Plan Commission she opposes the creation of this review commission to evaluate and direct the Village's existing boards and commissions.

She agrees that a review should be made but not in this fashion. This proposal has no direction, no oversight, no rules, outlines, requirements, for the members thereof and no appreciation of the many commission members who have committed their time and energy for the betterment of this Village over many years.

As Chairman of the Parks & Recreation Committee she regularly attends the Recreation Advisory Board meetings and the Fine Arts meetings. She knows the members, that by the way were appointed after an application process. This included a one-on-one meeting in the Mayor's Office.

Trustee Gira continued that she sees this as her responsibility to work with and even evaluate the members of these committees. She also recommends residents to be appointed to them by the Mayor.

She stated that this is her responsibility and she does not believe this should be given to others who she knows little of - or they know nothing of - and have virtually no familiarity with the Village's current system.

For example; The Recreation Advisory Board is chaired by a well-respected member of the Village Community. This resident not only actively participates in the meetings, but he contributes to the discussions by acting as a liaison with some of the Village's sports organizations. This Gentleman donates time outside the meeting structure, by volunteering his time at a number of events. His support is invaluable.

Should someone that is unfamiliar with the Recreation Advisory Board, never been a member of one, or even attended a meeting, or perhaps an event, be encouraged to offer an opinion on his value to the Village?

Trustee Gira would rather the Trustees participate and offer an assessment on the Village's existing commission structure if changes are to be made. She agrees changes may be needed. It should then be at the suggestions of people who are familiar with the commissions or boards and the value they bring, rather than risking offending people who have given so much to their committee.

Trustee Ruzich commented that her understanding was never that the members of these commissions were going to be evaluated. She always viewed it as evaluating the structure and making sure that these commissions or advisory boards are still relevant. She did not view that the committee would be identifying whether these individuals were the right people for the commission.

Trustee Gira stated that was her understanding, as she was told.

Trustee Carroll stated that his understanding was the same as Trustee Gira. Looking at the Board report in the packet, under what the purpose of this Ad Hoc committee will be - it is too broad in the powers that it grants. Once again, the Village Ordinance allows the President and Board of Trustees to set a special committee, the same thing that the Board is trying to accomplish.

Trustee Carroll stated that he is in favor of the idea of evaluating the Village's commission structure. He believes it can be done much more effectively with

people who that have more long term institutional knowledge as to what has happened to those commissions in the past.

He agrees with what Trustee Gira stated and what is listed in the purpose of the Ad Hoc committee, as presented tonight, it is way too broad and it takes the authority away from those who have been elected to do this exact same thing.

Trustee Calandriello stated that he has some concerns on this Ad Hoc Committee. He agreed with President Pekau in the conversations that they have had that the Village's commissions need to be reviewed and improved.

He believes that the Village citizens should be involved and completely agrees with the Mayors remarks to tap into those resources.

Trustee Calandriello stated that he would like to table this matter in order to have further discussion and make sure that all Board Members are in agreement. Trustee Dodge is absent tonight and his input is also important and needed on this issue.

Trustee Calandriello stated that he does not want to appoint these individuals when they do not have the full support of the entire Board, because at the end of the day they are helping the Board of Trustees.

Additionally, he would like to see heighten transparency for this Ad Hoc committee because it does not have requirements of the Open Meeting Act. It would not have recording requirements. Just as the Village Board has to hold themselves to a standard of being open to the public and being responsible to the public, this Ad Hoc committee would not be.

Trustee Calandriello stated that he will make a motion to table this and if President Pekau does not agree with that and allow this to be an open process and have all six Trustees input and this vote is forced tonight, he will vote no for those reasons.

President Pekau stated that on the comments that have been made, so that the public understands what exactly is here, he read the following from the Board report in the packet:

The purpose of this special Ad Hoc Committee is to do the following:

--Review our existing commissions' goals, structure, charter and current level of engagement and impact.

--Identify commissions that are no longer needed and make recommendations on new commissions and advisory boards to fill needed gaps. For example, the Village's Economic Advisory Board has not met in five years.

--Make recommendations on commissions' structure, meeting requirements, goals and charters to help make them more value added for the Village Board and Staff.

--Make recommendations on how to make commissions' more efficient and effective.

--Ensure that our commission structure continues to meet state requirements.

The overarching goal of this committee is to ensure that our citizen boards are pertinent, engaged, and value added for the Village Board and for Staff. We have a talented group of citizens and engaging them in meaningful, helpful and important Village matters is beneficial and force multiplying for the Village. This effort will help ensure that our committee structure is efficient, meaningful and value maximizing.

President Pekau stated that this special committee will operate for approximately six months. It will address specific concerns. There is nothing here that says that any commission members are going to be appointed. That is still the privy of the Mayor with the Board's approval. This committee will not recommend removal of commissioners. It will be helping with the commission structure.

Additionally, he has heard from five or six of the Trustees that there are concerns about the commissions and when this was talked about there was agreement.

There have been many years to do something about it, so his action here is to try to do something about it and actually engage the Village citizens.

President Pekau continued that there seems to be a concern about the individuals that are appointed on this Ad Hoc committee. Trustee Ruzich is the Chairperson who is a Trustee. Trustee Gira is the vocal opponent, who says she is not for this committee. She is the Vice-Chairperson because she is opposed to this so that her input is taken and listened to. Ed Giron is a citizen of Orland Park and wants to be committed to helping Orland Park. Kevin Scanlan is also an Orland Park resident and has sat on many boards. Jeannine Smith has been a village manager and economic development director. Ed Schussler has a plethora of knowledge about how the Village operates. The concerns that there are people on this committee without knowledge of how the Village operates. Bill Healy is a well-respected member of the community.

At the end of the day, this body will make recommendations to the Village Board and they can either take those recommendations or not take those recommendations. He is open to hearing suggested changes to this. He is also open to tabling this until Trustee Dodge returns. This is a fairly benign act to put this group together to actually take a look at something that we all know is broken.

I move to approve to table this item until all Trustees are present and able to submit input to the process.

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

Aye: 4 - Trustee Fenton, Trustee Gira, Trustee Calandriello, and Trustee Carroll

Nay: 2 - Trustee Griffin Ruzich and Village President Pekau

Absent: 1 - Trustee Dodge

2017-0465 Amend Title 7 Chapter 4 - Number of Class A Liquor License - Ordinance

Increase number of Class A liquor licenses from sixty-five (65) to sixty-six (66) for Tradycja - Polish Fusion Cuisine, 14478 South LaGrange Road. On the condition that the hours of operation be limited to 11:00 P.M.

I move to pass Ordinance Number 5199, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS A LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

A motion was made by Trustee Carroll, seconded by Trustee Gira, that this matter be PASSED. The motion carried by the following vote:

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0466 Amend Title 7 Chapter 4 - Number of Class B Liquor License - Ordinance

Section 7-4-6 (2) of the Orland Park Municipal Code is hereby amended to increase the number of Class B licenses to make package sales at retail of alcoholic beverages from the premises specified, for use and consumption off the premises or surrounding area of said premises where sold, from twenty-two (22) to twenty-three (23). The request is for Highland Park CVS #10555 located at 14290 South LaGrange Road.

I move to pass Ordinance Number 5200, entitled: AMEND TITLE 7 CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS B LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

A motion was made by Trustee Calandriello, seconded by Trustee Fenton, that this matter be PASSED. The motion carried by the following vote:

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

2017-0481 Opposing The Cook County Sweetened Beverage Tax - Resolution

On November 10, 2016, the Cook County Board of Commissioners passed a 1¢ per ounce tax on “sweetened beverages”, effective July 1, 2017. This tax covers all carbonated soft drinks whether sweetened with sugar or a substitute, sports drinks, energy drinks and fruit drinks that are not 100% fruit juice. The Village Board believes this is a Cook County revenue-raising device and not an attempt to improve the health of citizens or to combat obesity, since many other sweetened high calorie snacks, such as candy, are not similarly taxed, but taxes drinks that have no sugar and no calories.

The Village of Orland Park opposes the Cook County Sweetened Beverage Tax and requests its immediate repeal by the Cook County Board of Commissioners.

Trustee Carroll stated that the Cook County Courts have passed a temporary injunction prohibiting this tax from being implemented on July 1, 2017 as originally written.

He will abstain, due to he would prefer to see what the Courts do. Basically, the Village will be sending a Resolution to the County Board on a tax and ordinance that is currently being postponed by the courts; he believes the Village is being premature at this time.

Trustee Ruzich commented that she clearly believes everything that was stated as follows is accurate: WHEREAS, this is clearly a Cook County revenue raising device and not an attempt to improve the health of citizens or to combat obesity since many other sweetened high calorie snacks, such as candy, are not similarly taxed but taxes drinks that have no sugar and no calories; and.

She will still vote in favor of this resolution with the removal of this paragraph from the resolution as Trustee Calandriello requested.

Trustee Calandriello stated he did not believe this WHEREAS was written well and it did not seem professional that is why he asked for this paragraph to be removed from the resolution.

President Pekau stated that he agrees with Trustee Ruzich but is also fine with

this WHEREAS being removed. To Trustee Calandriello's comment this is more of an opinion than a fact.

President Pekau commented to Trustee Carroll that this Board had no problem passing a resolution for a minimum wage bill and a sick leave bill that was discussed and the Board voted on, which is not in front of the Illinois House currently. He sees no problem with this even though there is pending litigation.

I move to pass Resolution Number 1717, entitled: RESOLUTION OPPOSING THE COOK COUNTY SWEETENED BEVERAGE TAX with the removal of WHEREAS, this is clearly a Cook County revenue raising device and not an attempt to improve the health of citizens or to combat obesity since many other sweetened high calorie snacks, such as candy, are not similarly taxed but taxes drinks that have no sugar and no calories; and

A motion was made by Trustee Calandriello, seconded by Trustee Fenton, that this matter be PASSED. The motion carried by the following vote:

Aye: 5 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, and Village President Pekau

Nay: 0

Abstain: 1 - Trustee Carroll

Absent: 1 - Trustee Dodge

NON-SCHEDULED CITIZENS & VISITORS

Bill Lund – 8544 West 143rd Place – Spoke before the Board regarding his concerns on the amount of vehicle traffic, construction traffic, and speeding on 143rd between 87th and 85th Avenue. He is requesting an increase of police presence in this area to help slow the traffic down.

Trustee Calandriello stated that he will speak with Chief McCarthy regarding this issue. He gave Mr. Lund his business card that has his cell phone number and asked Mr. Lund to call him so they can meet regarding this issue.

Virginia Williams – Stated that Mr. Lund just explained a problem that occurs on all of the streets in Orland Park. Speeding takes place along with the lack of stopping at red lights and stop signs. She asked what has happened to our Police patrol.

Andi Barucky – Spoke to the Board on last year's Christmas decorations. She asked when was it decided that decorations would be put up that don't have anything to do with Christmas. She is speaking about last year's decorations in regards to whimsical decorations instead of Christmas Trees, stars, etc. She asked what kind of decorations are being planned to be purchased for \$300,000.

President Pekau requested that Interim Assistant Village Manager Friling give an explanation of the decorations that are being purchased.

Interim Assistant Village Manager Friling stated that currently there are examples on display at Crescent Park by the 143rd Street Train Station. There are bows that will be placed on the street poles. There is an entire group of holiday decorations that are being purchased from stars, bows, santa claus, trees, santa sleigh (that pictures can be take in), toy soldiers, to polar bears, reindeers and penguins.

Trustee Fenton stated that the residents' complaints from last year were heard and the Village was able to return those decorations and receive a credit. This year's decorations will be more traditional to the season as was requested by the residents.

Heather Calhoun - She purchased decorations for The City of Joliet's Downtown area and stated they had a budget of \$30,000. She asked if the Village researched what other towns around this area spent for decorations. The cost of \$400,000 is absurd.

Interim Village Manager La Margo stated that the Village did research these costs. The Village is trying to make an experience when folks visit the Village they will stay not only to see the decorations, but to shop, eat and enjoy what the Village of Orland Park has to offer.

Interim Assistant Village Manager Friling stated that there has been a lot of discussion about the experience of the Village's retail. There has been a significant amount of money that has been invested by the Village in the LaGrange Road corridor. IDOT has invested over \$100 Million and the Village had invested over \$15 Million. There is a reason why that additional investment was made by the Village Board. That was to draw people to our commercial corridor.

Interim Assistant Village Manager Friling gave background on Orland Park' economy.

President Pekau stated that as was mentioned by Interim Village Manager La Margo, decorations have not been purchased in the Village for over 30 years. These new decorations will last over ten years. These are needed to attract folks into the retail areas of Orland Park the Mall and the Crossings.

Madelyn Flaherty – She read in the newspaper that there are a few restaurants that are being wined and dined by Tinley Park because they are being given a reduction in taxes. Is Orland trying to do anything to retain businesses? Also, is anything going to be done in the I-80 Corridor to encourage smaller businesses or manufacturing into that area?

President Pekau stated that he has been in meeting for economic development since he has been in office for his 45 days. This is not going to be a fast process. These conversations are just beginning. The biggest impediment that the Village has right now is the State of Illinois and their budget that may be passed will not help. The Village's hope is to get Illinois businesses to relocate here. Changes will not happen in a week or month, but the residents will start to see progress.

President Pekau stated that this is one of the reasons why he has proposed to adjust the Village commissions. In two week there will be something on the agenda to change the Village's Economic Development Advisory Board because this board needs to be changed right-now, because they have not met in five years. There is too much talent in the Village not to be helping him and helping staff with economic development.

Interim Village Manager La Margo stated that the vacancy rate in the Village of Orland Park is less than 4 percent there are a lot of businesses choosing Orland Park,

Trustee Ruzich commented that some of the concerns that you have expressed President Pekau was part of the rationale that the Board took into account when the Board decided to make the Village Presidents job a full time salaried position. The Board wanted the Mayor to be accessible and available to meet with businesses and to be a leader in the economic development area. The Board is concerned about that and wants to continue to keep Orland Park in the forefront of economic development.

Mike Krzus – Offered an Ad Hoc comment on the Ad Hoc Committee. There were two points of view and regardless of what point of view you have when he listened to the names that were suggested and some of the comments with a different point of view there was a common thread. It's all people who have given a lot of time to the Village either as volunteers or in-service as Trustees. He is asking to take a slightly different perspective; there is a need for a couple of outsiders. A couple of people to look at this from a different lens.

He believes a perspective is a matter of where you stand. He thinks there is a need for different perspective when they put an Ad Hoc Committee together.

Jane Smith – She was an economic director and she realizes it is important to attract people to the Village in order to grow the economy.

She questioned the Christmas lights and the use of bright white lights and asked if it could be a softer light.

Interim Assistant Village Manager Friling stated that last year the bright white light around the Village Hall and Crescent Park had a bigger impact feel and were very nice. It was agreed upon that for this year this would be extended into the LaGrange Road Corridor and make sure everything matches.

President Pekau stated that if it is soft white or the pure white unfortunately it is a matter of taste. If you go across the Village there will be different opinions. Whichever the choice is made it will be potentially the wrong choice for some people.

The amount of illumines off a soft white or bright white is very little difference.

BOARD COMMENTS

TRUSTEE GIRA – Commended and thanked Village staff on a job well done this past week with all of the events. The Liberty Family Fun Run and Walk took place on Friday, The Centennial West Concert took place on Sunday; the 4th of July celebration was wonderful.

Currently, staff is working on the Taste of Orland Park that takes place August 4th, 5th and 6th at the Village Center and Pandemonium at the Park on Saturday, August 12th at Centennial West.

TRUSTEE CARROLL – Thanked staff along with the Keeling Family Foundation which operates Vet-Tech who benefited from the recycling event that took place on Saturday, June 24th at Public Works. Hundreds of residents recycled old or unused electronics. This event was a great success and there are hopes to have this again.

TRUSTEE FENTON – Thanked staff for a wonderful 4th of July event. She also thanked staff for listening to all the input on the Holiday Decorations which everyone is going to enjoy what is being planned for this year.

Reminded everyone that The Market at the Park is every Thursday at Crescent Park located at 9750 Crescent Park Circle from 4 PM to 8 PM.

PRESIDENT PEKAU – Stated that at the Market in the Park there are food trucks that can now serve beer and wine.

He thanked the citizens for attending tonight's Board of Trustees meeting.

He thanked Zack Stack and his friends for beginning the project to build a challenger baseball field at John Humphrey Complex.

He thanked Chief McCarthy and the Police Department for their help while Vice President Pence was in Palos Heights for a funeral. The Village of Orland Park was asked to provide additional security during his visit.

He thanked Nancy Flores and her team including Ray Piattoni and Matt Creed for all their hard work over this holiday week.

He thanked Frank Florentine for upgrading the lunchroom TV.

EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) the purchase or lease of real property for the use of the village; and d) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

A motion was made by Trustee Fenton, seconded by Trustee Calandriello, that this matter be RECESS. The motion carried by the following vote:

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

RECONVENE BOARD MEETING

The roll was called to reconvene the Regular Meeting and Trustees Fenton, Gira, Ruzich, Calandriello, Carroll and President Pekau were present. Trustee Dodge was absent

Purpose of the Executive Session was for the discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) the purchase or lease of real property for the use of the village; and d) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

ADJOURNMENT - 10:55 PM

A motion was made by Trustee Fenton, seconded by Trustee Calandriello, that this matter be ADJOURNED. The motion carried by the following vote:

Aye: 6 - Trustee Fenton, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Dodge

/nm

APPROVED:

Respectfully Submitted,

John C. Mehalek, Village Clerk

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2017-0507 |
| Orig. Department: | Village Clerk |
| File Name: | Approval of the July 10, 2017 Special Meeting Minutes |

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Special Meeting of July 17, 2017.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, July 10, 2017

6:00 PM

SPECIAL MEETING

Village Hall

Board of Trustees

*Village President Keith Pekau
Village Clerk John C. Mehalek*

*Trustees, Kathleen M. Fenton, James V. Dodge, Jr., Patricia Gira,
Carole Griffin Ruzich, Daniel T. Calandriello, and Michael F. Carroll*

CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:02 PM

Present: 7 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll and Village President Pekau

FINANCE

2017-0486 Ninety 7 Fifty on the Park Liquidation Event - Ordinance

Finance Director Annmarie Mampe reported that in early 2010, the Village began negotiations with Flaherty & Collins to construct 295 luxury apartments with amenities, commercial space and related parking within the Village's Main Street Triangle TIF District. On September 19, 2011, the Village of Orland Park approved an ordinance authorizing a Redevelopment Agreement (RDA) between the Village of Orland Park and Metra Triangle FC, LLC to proceed with the development of the Ninety 7 Fifty on the Park apartment complex project. The RDA was structured in a manner that provided for a unique public-private partnership, utilizing the Village's strong financial borrowing strength, while meeting the Village's goal of delivering high quality development within the Main Street Triangle TIF District. By 2011, private multi-family investment had fallen significantly due to the recent economic downturn, and but for the Village's investment, this project, as developed, would not have materialized. The Board saw this project as a catalyst for future development within the TIF area and based on the development that continues to occur, including the UCMC facility, construction of a parking deck with commercial space and the proposed entertainment/mixed-use building, this vision has certainly materialized. There has also been significant private investment in the surrounding area, including a Mariano's Fresh Market, a 231 unit luxury apartment complex developed by REVA, reinvestment in the Old Orland area adjacent to the TIF area, and smaller infill developments along LaGrange Road.

The financing structure defined in the RDA included a \$38.2 million developer loan, a \$25 million Village project incentive and \$2 million in equity provided by the developer, for a total project cost not to exceed \$65.2 million. In order to fund the total cost of the project, the Village established a bank line of credit/term loan in an amount not to exceed \$30 million and issued four (4) series of taxable general obligation bonds, in the total amount of \$40 million. The balance on the bank line of credit/term loan upon project completion was \$22,811,660.

The RDA was structured in a way that provided the Village with significant financial control over the project, and allowed the Village to mitigate the customary risks involved in a public-private partnership and also share in the financial success of the project in a number of ways. There was a variety of terms included in the RDA that not only required the developer to repay the developer loan in full prior to any liquidation event, but also provided for the sharing of pre and

post-stabilization excess cash flow, as well as sharing in the excess value of the project at liquidation. In addition, a ground lease would remain in place for a minimum of ten (10) years, with ground lease payments kicking in the 11th year if liquidation did not occur in the 10th year.

The RDA structure also included terms that allowed the developer to take the Village out of the project (terminate the RDA) in the 10th year if at that time the developer could pay the loan and the Village's project incentive in full. If at the 10th year, the developer was able to repay the loan in full, but not the project incentive, the Village would refinance the developer loan at a market interest rate for an additional ten (10) years, at which time the ground lease payments would begin.

Initial discussions regarding liquidation began in the Fall of 2016. In a letter dated May 12, 2017, Flaherty and Collins provided the Village with an official final liquidation offer of \$50.5 million that would completely take the Village out of the project and terminate the applicable terms of the RDA. On May 11, 2017, upon receiving a draft of Flaherty and Collins' liquidation offer letter, former Mayor Daniel McLaughlin issued a memorandum memorializing his previous conversations with the Board of Trustees and directing staff to review the offer, with the assistance of our financial consultants and perform any other applicable due diligence, with the intent of closing no later than July 31, 2017. Upon review of the offer, staff determined that this amount, as well as past and future revenues generated by this project, would pay off the developer loan in full and allow the Village to realize a net gain of approximately \$6.8 million (Net Present Value of \$4.1 million) related to this project over the remaining life of the TIF area. The Board authorized staff to retain the services of Pilewski & Associates, LLC (P&A) to provide an independent review and analysis of staff's estimate of the impact of this liquidation offer. P&A's summary of findings states that while staff's estimate may be conservative, it is accurate. In addition, P&A notes that accepting this liquidation offer would eliminate the Village's exposure to project and economic risk and allow the Village to reduce its total outstanding debt and provide cash flow that could be utilized for a variety of public purposes.

Trustee Ruzich commented that six years ago she was a new Trustee when this project was introduced. It was certainly a very bold move by the Village. She is very glad that the Village is at this point today and by all accounts this project was a success.

When the decision was made to enter into this agreement, the Board always considered the fact that the increment financing would be one way in which the Village would recoup its investment. The Village is going to be \$6 Million ahead on this project.

She thanked those members who were on the Board back then and she thanked staff for all their hard work. Negotiations have been going on with Flaherty and Collins for approximately 8 months. Former President McLaughlin was

approached by them and this was a very long process that came to this conclusion.

Trustee Ruzich stated that her son is studying real estate at DePaul University and they have used this project as a case study. So by outside standards this is considered to be a successful development.

Trustee Fenton commented that she was one of the Trustees that was on the Board when this development was initiated. This was a risk that was taken, but the Board listened to all the people who were experts and advised the Board to move forward.

One thing that the Board really researched was what this was going to bring to the downtown area and to the north side of Orland Park. By this luxury apartment complex going into the downtown area it spurred the University of Chicago, a fantastic parking deck was built that the University Medical Center mostly paid for. There is retail space, mix use entertainment center that is going into the middle of the area. There are other out-lots that are being sought by different developers.

Also, on the other side of LaGrange, Mariana's came to Orland Park, another luxury apartment complex with 331 units. It has also brought people that will be reinvesting in Old Orland.

The vision was to make this the walkable downtown area and that is becoming a reality.

The Urban Land Institute is using this complex in their classes to teach their students what a successful development is.

Trustee Dodge stated that it is a good time to exit this deal. His concern was if the Federal Reserve's interest rates go up it could have kept the Village in this deal longer.

He continued that there is positive in this deal. It will be utilized to pay off the bank line of credit/term loan; reduces the debit that will help future interest rate payments. It frees cash flow for other public purposes.

Trustee Gira was also on the Board with Trustee Fenton and Trustee Dodge and agrees that this was a risk. She found an article in the Tribune from back in early 2012 that talked about rentals. It stated that 95 percent of rentals in the Chicagoland markets, executive type rentals, were occupied. That is what spurred the drive to move forward with these developments.

Evanston, Arlington Heights, St. Charles, McHenry, Wheaton, Glen View, Buffalo Grove and Oak Brook Terrace all began building these same types of luxury apartments and the Village of Orland Park was in good company. The Village

hired housing consultants and listened to their opinions on the locations, types of housing, and what would work well in the corridor. The Board took the best advice given and now can exit at the right time making a profit. This was a good thing for Orland Park.

Trustee Carroll stated he was not on the Board when this was commenced, but he was following it closely. When the Board decided to approve this development the economy was not doing well and jobs were not either. This development did bring a lot of good construction jobs along with permanent jobs, for example at the University of Chicago.

At a time when the economy was doing so poorly, this was a big risk, as other Trustees have stated. He is happy to see this work out successfully.

Trustee Calandriello stated the he too was not on the Board at that time. It has been a long time in the works and he thanked staff.

\$6.8 Million is a really good return in profit.

He thanked the Board members who are still on the Board and former President McLaughlin for his foresight on this project. That Board worked very hard to get the details of this project right. Over the past five years that corner has become a huge success and is sought after for development.

Trustee Calandriello stated that at Ninety 7 Fifty there is a waiting list and entry level rents are extremely high, some starting at \$1,400 plus. University of Chicago, The theatre project, Crescent Park, multiple Restaurants that are negotiating for space, all of those outcomes are not bad at all.

The Board was a good steward of the tax payer's money.

President Pekau stated that he was not on the Board at that time. The important thing is what the decision is going forward and that is what the alternatives will be that the Village will face. As Trustee Dodge stated there is interest rate risks and other risks out there.

This is the appropriate decision to make at this time, and that is to exit this project. It will reduce the Village's debt; increases the Village's liquidity, it also significantly reduces the Village's risk, particularly because the Village will no longer own or have ownership interest in apartments or retail facilities. For this reason he also supports this exit.

President Pekau asked the audience if anyone had any questions or comments.

A gentleman asked how much was the original bond and how much was borrowed from the bank.

Director Mampe stated that the total project cost was just over \$65,000 Million total. This is all in, including construction, design, engineering, everything related to the building of the complex. The developer made a \$2 Million equity payment. The Village borrowed \$40 Million in taxable general obligation bonds. The remainder was funded by a line of credit that was established at a bank. That line of credit after stabilization of the project was converted to a term loan and the Village began making payments on it.

The gentleman stated so basically on this sale the Village could not retire the bonds, because the Village does not have enough money to do that.

Director Mampe stated that the bonds are not "callable" that is the reason. If they were "callable" the Village would take some of the proceeds and retire what the Village could, but they are not "callable" bonds. So the Village will retire the debt that it can, which is the term loan at the bank, and set aside the funds to make the debt service payments as they mature. They mature in 2020 and 2021.

The Gentleman asked what is the net loss or gain on the investment you propose to do with the money on the bond vs what the Village has to pay on the bonds.

Director Mampe stated that the remainder of funds (approximately \$29 Million) that is received will sit in the Village's bank account and earn interest over time, not a high amount of interest. That principal amount that is left, as well as the interest earned over time will be utilized to make the debt service payments. If the final year comes and the Village is short in anyway, the Village will utilize its home rule sales tax to make the debt service payments, just as it always has. All projections say there will be enough to make the debt payments.

The Gentleman asked what the interest rate on the bonds is.

Director Mampe stated that the Village's average coupon rate on the bonds is about 2 percent.

The Gentleman asked what the Village anticipates the investment income to be on the cash.

Director Mampe stated that the investment rate now and as she has stated the Village is very limited on what they can invest in (for example CD's, savings accounts, treasures, agency) it is under 2 percent at this time. That does mean it will remain that amount going forward. The bond rate will not change, it is 2 percent.

A different Gentleman voiced his opinion stating that he does not think that this area is a walkable downtown area and it is not the jewel of Orland Park that was promised to the residents. He also dislikes the University of Chicago building.

Trustee Gira stated that you may not like the University of Chicago building, but do you dislike the fact that they are here in Orland Park and there is that level of healthcare available to the residents. Quality jobs have been created by that building being here in the Village and there are more jobs to come. This is an economic driver.

John McCannon stated that he is a proud resident of the Village of Orland Park for over 30 years. He does not like paying taxes but believes that they are reasonable.

He asked if there was a certified audit or financial report that the public can review this.

Director Mampe stated that information will be publically released and will be on the Village's website.

Patrick Zomparelli – Long-time resident of Orland Park asked if the Village could have counteroffer on this offer.

Director Mampe stated that the Village did negotiate. Negotiations began in October of 2016. Flaherty and Collins made an offer and it was brought to the Board and it was rejected. A second offer was then given, which the Board also rejected.

Negotiating took place back and forth and Flaherty and Collins did increase their offer over time. In addition, during that time, the Village received additional excess cash flow from them and other revenues that the Village would not have if they had agreed with the original offers.

Numerous residents spoke before the Board expressing their opinions on Illinois' high taxes compared to surround states; dislike for the Triangle area; two individuals expressed that as residents of the Village there are many services that are received along with great school districts, they do not believe the real estate taxes are high compared to other towns; requested for the Board Agenda to be available earlier than it already is so folks can be more prepared when they attend a meeting; requested for agendas to be placed on the Village's Facebook page; requested clarity on paying off the loan and paying off the bond; requested more information regarding this liquidation; believed this project was a bad idea and the Village should not be in the real estate business. The Board and staff addressed all questions and comments.

Some folks spoke before the Board from where they were sitting and were unable to be heard because they did not step-up to the microphone.

President Pekau stated that the comments and issues that have been expressed

are real issues that we as a Board should address. Whether it is the website, placing the agendas on Facebook, etc. and he believes the Board is doing a good job.

President Pekau continued that The State of Illinois just passed a significant tax increase that affects us all as Trustee Dodge addressed. The State did nothing to take a dime out of the budget. At the same time, what you do not know is the Village's funding from the State of Illinois is going to be decreased as part of this. The Village is going to receive money that has always been received from the State, even though the State is taking more out of your pocket, they are still going to take more out of your pocket by taking funds from the Village of Orland Park from the money the Village has always gotten, for example the State is now charging the Village to collect sales tax.

The issues that were stated and discussed tonight are completely justified, but save some of that for the State Legislators and get that changed, so the State can start function better and that will then help the Village.

I move to approve Ordinance Number 5201, AN ORDINANCE AUTHORIZING TERMINATION OF REDEVELOPMENT AGREEMENT AND GROUND LEASE AND SALE/CONVEYANCE OF VILLAGE PROPERTY (NINETY 7 FIFTY ON THE PARK - METRA TRIANGLE)

A motion was made by Trustee Griffin Ruzich, seconded by Trustee Carroll, that this matter be PASSED. The motion carried by the following vote:

Aye: 7 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

ADJOURNMENT - 7:18 PM

A motion was made by Trustee Dodge, seconded by Trustee Carroll, that this matter be ADJOURNED. The motion carried by the following vote:

Aye: 7 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello, Trustee Carroll, and Village President Pekau

Nay: 0

/nm

APPROVED:

Respectfully Submitted,

John C. Mehalek, Village Clerk

Casey Griffin, Deputy Village Clerk

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0510 |
| Orig. Department: | Police Department |
| File Name: | Illinois Distracted Driving Award Presentation - The Illinois Association of Chiefs of Police Traffic Safety Committee will Present an Award to the Police Department in Recognition of their Performance and Dedication during Illinois Distracted Driving Awareness Week |

BACKGROUND:

The Police Department was one of ten agencies chosen out of about 250 agencies to receive recognition from the Illinois Association of Chiefs of Police (ILACP) Traffic Safety Committee for their outstanding performance and dedication during the inaugural year of Illinois Distracted Driving Awareness Week (IDDAW).

A plaque will be presented by a member (s) of the Illinois Association of Chiefs of Police Traffic Safety Committee.

BUDGET IMPACT:

REQUESTED ACTION:

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2017-0506 |
| Orig. Department: | Village President |
| File Name: | Economic Development Commission - Appointment |

BACKGROUND:

President Pekau will appoint Jack Smith, Glenn Horton, Marty Darvin, James Arredondo and Michael Mikitka to the Economic Development Commission.

Mr. Horton is not able to attend but will be sworn in on another date.

BUDGET IMPACT:

REQUESTED ACTION:

I move to confirm the appointment by President Pekau of Jack Smith, Glenn Horton, Marty Darvin, James Arredondo and Michael Mikitka to the Economic Development Commission.

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

File Number: **2017-0505**
Orig. Department: **Village President**
File Name: **Veterans Commission - Appointment**

BACKGROUND:

President Pekau will appoint Adam Wojcik and Robert Wieczorek to the Veterans Commission.

Mr. Wojcik will not be able to attend tonight's meeting, but will be sworn at another date.

BUDGET IMPACT:

REQUESTED ACTION:

I move to advise and consent to the appointment by President Pekau of Adam Wojcik and Robert Wieczorek to the Veterans Commission.

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

File Number: **2017-0488**
Orig. Department: **Finance Department**
File Name: **June 30, 2017 Payroll - Approval**

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-Weekly Payroll for June 30, 2017 in the amount of \$1,246,784.17.

Bi-Weekly Payroll for June 30, 2017

| | | |
|---|----------------|------------------------|
| VILLAGE MANAGER | 010-1100 | 25,011.60 |
| VILLAGE CLERK | 010-1200 | 10,263.40 |
| PUBLIC INFORMATION | 010-1201 | 5,445.60 |
| FINANCE | 010-1400 | 41,662.53 |
| OFFICIALS | 010-1500 | 14,778.15 |
| M.I.S. | 010-1600 | 18,211.35 |
| BUILDING MAINTENANCE | 010-1700 | 28,147.82 |
| DEVELOPMENT SERVICES - ADMINISTRATION DIVISION | 010-2001 | 19,342.24 |
| DEVELOPMENT SERVICES - BUILDING DIVISION | 010-2002 | 32,421.33 |
| DEVELOPMENT SERVICES - PLANNING DIVISION | 010-2003 | 15,998.12 |
| DEVELOPMENT SERVICES - TRANSPORTATION & ENGINEERING DIV | 010-2004 | 15,812.80 |
| PUBLIC WORKS - ADMINISTRATION | 010-5001 | 21,758.20 |
| PUBLIC WORKS - STREETS | 010-5002 | 67,265.64 |
| PUBLIC WORKS - TRANSPORTATION | 010-5003 | 4,698.30 |
| PUBLIC WORKS - VEHICLE & EQUIPMENT | 010-5006 | 18,427.92 |
| POLICE | 010-7002 | 499,495.36 |
| CIVIC CENTER | 021-1800 | 5,154.73 |
| PUBLIC WORKS - WATER & SEWER | 031-6001 | 60,141.88 |
| RECREATION - ADMINISTRATION | 283-4001 | 72,804.59 |
| RECREATION - PROGRAMS | 283-4002 | 34,767.41 |
| RECREATION - PARK OPERATIONS | 283-4003 | 84,043.07 |
| RECREATION - CENTENNIAL POOL | 283-4005 | 96,320.30 |
| RECREATION - SPORTSPLEX | 283-4007 | 24,054.39 |
| RECREATION - SPECIAL RECREATION | 283-4008 | 30,757.44 |
| GROSS PAY | | \$ 1,246,784.17 |
| AFSCME DUES | 2053000 | - |
| IBEW DUES | 2053100 | - |
| IUOE DUES | 2053200 | (104.61) |
| ORLAND POLICE SUPERVISOR DUES | 2054000 | (180.00) |
| POLICE PENSION | 2055000 | (35,504.75) |
| POLICE PENSION TRUE COST | 2055500 | - |
| IMRF VOLUNTARY LIFE INSURANCE | 2057200 | (32.00) |
| POLICE - M.A.P. DUES | 2054500 | (51.00) |
| SOCIAL SECURITY TAX | 2061000 | (51,807.02) |
| MEDICARE TAX | 2062000 | (17,827.18) |
| IMRF | 2063000 | (27,202.28) |
| IMRF - SLEP PLAN | 2063000 | (512.14) |
| IMRF - VOLUNTARY ADD'L CONTRIBUTION | 2063500 | (8,676.24) |
| FEDERAL TAX | 2065000 | (150,123.35) |
| STATE TAX | 2066000 | (41,663.44) |
| ICMA DEFERRED | 2067000 | (1,900.88) |
| NATIONWIDE DEFERRED | 2067100 | (7,138.00) |
| MASS MUTUAL DEFERRED | 2067200 | (13,811.85) |
| AXA DEFERED | 2101310 | (405.00) |
| VISION FAMILY POST-TAX DEDUCTION | 2101210 | (21.84) |
| HEALTH INSURANCE - EMPL CONTRIBUTIONS | 2068000 | (269.57) |
| HDHP HEALTH INSURANCE - EMPL CONTRIBUTIONS | 2058300 | (10,340.13) |
| HDHP HEALTH INSURANCE - EMPL DISBURSEMENTS | 2058300 | 10,178.61 |
| FLEXIBLE SPENDING ACCOUNTS | 2058200 | (1,916.30) |
| VACATION PURCHASE PROGRAM | 0000000 | (1,768.87) |
| AFLAC INSURANCES | 2068100 | (589.57) |
| CAIC INSURANCES | 2068100 | (438.69) |
| NATIONAL GUARDIAN INSURANCE | 2057800 | - |
| SUPPORT | 2053600 | (11,002.43) |
| GARNISHMENTS | 2053600 | (425.60) |
| MISCELLANEOUS DEDUCTION | 2058100 | - |
| MILITARY BASIC PAY DEDUCTION | 1010000 | - |
| NET PAY | 1011000 | \$ 873,250.04 |

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0489 |
| Orig. Department: | Finance Department |
| File Name: | Accounts Payable for July 4, 2017 - July 17, 2017 - Approval |

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable from July 4, 2017 through July 17, 2017 in the amount of \$5,019,547.10.

Village of Orland Park Open Item Listing

Run Date: 07/13/2017 User: sschueler

Status: POSTED Due Date: 07/17/2017
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: All Created By: All

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|---|----------------|------------|----------------|------------|---------|--|-----------------|-------------|
| [VENDOR] 1165 : COM ED | 1143738042 | 117-014175 | | 06/30/2017 | 1 | 9/7-11/21/16 - U of C parking garage | 282-0000-441300 | \$ 1,273.69 |
| | 1143738042 | 117-014176 | | 06/30/2017 | 1 | 12/27/16-2/24/17 - U of C parking garage | 282-0000-441300 | \$ 6,211.19 |
| | 1143738042 | 117-014177 | | 06/30/2017 | 1 | 2/24-5/24/17 - U of C parking garage | 282-0000-441300 | \$ 4,606.65 |
| [VENDOR] 1170 : CONSOLIDATED HIGH SCHOOL DISTRICT 230 | 07/07/2017 | 117-014244 | | 07/07/2017 | 1 | 1/2 of cell tower lease July-September 2017. Payment rec'd from T-Mobile for 3rd quarter 2017 | 010-0000-373600 | \$ 5,534.43 |
| [VENDOR] 1191 : CROWLEY-SHEPPARD ASPHALT CO. | 15068 | 117-014289 | 17-000984 | 07/11/2017 | 1 | Asphalt Patching and restoration | 010-5002-462800 | \$ 513.76 |
| | 15068 | 117-014289 | 17-000984 | 07/11/2017 | 2 | Utilities Stormwater Restoration/Material | 031-6007-462800 | \$ 308.26 |
| | 15068 | 117-014289 | 17-000984 | 07/11/2017 | 3 | Utilities Water Restoration/Material | 031-6002-462800 | \$ 205.50 |
| [VENDOR] 1230 : EJ USA, INC. | 110170035683 | 117-014156 | 17-001895 | 06/30/2017 | 1 | ADA Plates for Sidewalks | 010-5002-463500 | \$ 900.00 |
| [VENDOR] 1243 : EDWARD ELECTRIC CO. | 11785 | 117-013630 | 16-003480 | 06/22/2017 | 1 | West Ave. controller box replacement and installation. | 010-5002-443700 | \$ 6,875.00 |
| [VENDOR] 1249 : CED | 5025-510171 | 117-014155 | 17-001841 | 06/30/2017 | 1 | Photo Cells for VOP streetlights. | 010-5002-461400 | \$ 88.80 |
| | 5025-510078 | 117-014192 | 17-000192 | 06/30/2017 | 1 | Electrical supplies - 143rd Metra station | 026-0000-461200 | \$ 174.21 |
| [VENDOR] 1255 : ETP LABS INC. | 17-132470 | 117-014382 | 17-000399 | 07/12/2017 | 1 | Bacteria Sampling | 031-6002-432990 | \$ 558.00 |
| [VENDOR] 1265 : EWERT WHOLESALE HARDWARE, INC. | 150462 | 117-014091 | 17-000112 | 06/30/2017 | 1 | Storeroom locksets - Village buildings | 010-1700-461300 | \$ 689.70 |
| | 150467 | 117-014092 | 17-000112 | 06/30/2017 | 1 | Electric strike/Power supply/Face plate for Village buildings | 010-1700-461300 | \$ 427.56 |
| | 150491 | 117-014093 | 17-000112 | 06/30/2017 | 1 | SFIC core/Cylinder pinning for Village buildings | 010-1700-461300 | \$ 22.40 |
| | 150504 | 117-014094 | 17-000112 | 06/30/2017 | 1 | Dogging adaptors/Springs/Shafts/Hooks for Village buildings | 010-1700-461300 | \$ 162.00 |
| [VENDOR] 1296 : FULTON TECHNOLOGIES | 3514 | 117-014183 | 17-000902 | 06/30/2017 | 1 | Batteries Included 1 RTU @ OP01, OP02, OP04,)_09 and OP12, 4 Siren @ OP12 Ten (10) P-15s; One (1) Federal 2001; One (1) T-135; One (1) T-128 and One (1) Repeater | 010-7005-443200 | \$ 961.51 |
| | 3514 | 117-014183 | 17-000902 | 06/30/2017 | 2 | 2017 Outdoor Warning Siren System Annual Maintenance Contract January 1, 2017 through December 31, 2017 | 010-7005-443200 | \$ 4,543.73 |
| [VENDOR] 1323 : GRAINGER, INC. | 9465575752 | 117-014095 | 17-000203 | 06/30/2017 | 1 | Tool batteries - Building Maintenance | 010-1700-461300 | \$ 99.00 |
| | 9466889863 | 117-014096 | 17-000203 | 06/30/2017 | 1 | Tool batteries - Building Maintenance | 010-1700-461300 | \$ 99.00 |
| | 9466889871 | 117-014097 | 17-000203 | 06/30/2017 | 1 | Door holders - Building Maintenance | 010-1700-461300 | \$ 40.96 |
| | 9463822081 | 117-014278 | 17-001667 | 07/10/2017 | 1 | Item 1ECL8 Bathroom Hook, 1 Hook, 3-1/3 in D, Satin | 010-7002-460290 | \$ 86.49 |
| | 9470202988 | 117-014419 | 17-001750 | 07/12/2017 | 1 | Item # 3VAN4 Post Contact Poison Oak & Ivy | 283-4003-464700 | \$ 24.46 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|---|----------------|------------|----------------|------------|---------|--|-----------------|--------------|
| | | | | | | Cleanser, 7-3/4" x 2-1/2" Foil Pack | | |
| [VENDOR] 1430 : J & L ELECTRONICS SERVICE, INC. | 1000862 | I17-014077 | 17-001933 | 06/29/2017 | 1 | Sound system parts/repairs | 283-4005-461700 | \$ 157.50 |
| [VENDOR] 1511 : MARTIN IMPLEMENT SALES, INC. | P08365 | I17-014126 | 17-000100 | 06/30/2017 | 1 | Fuel filter | 010-5006-461700 | \$ 39.60 |
| | R14117 | I17-014279 | 17-001639 | 07/10/2017 | 1 | Rental - Kubota K008-3 Mini Excavator - Thursday June 1st to Thursday June 8th. | 031-6002-444500 | \$ 675.00 |
| | PO8365 | I17-014477 | 17-000100 | 07/13/2017 | 1 | Equipment parts | 010-5006-461700 | \$ 39.60 |
| [VENDOR] 1601 : NICOR | 2630940 | I17-014010 | | 07/15/2017 | 1 | 5/20-6/21/17 | 010-1700-441700 | \$ 1,222.58 |
| | 3144602 | I17-014017 | | 07/15/2017 | 1 | 5/20-6/21/17 | 010-1700-441700 | \$ 253.87 |
| | 3493605 | I17-014020 | | 07/15/2017 | 1 | 5/19-6/20/17 | 031-6002-441700 | \$ 25.48 |
| | 3626352 | I17-014026 | | 07/15/2017 | 1 | 5/18-6/20/17 | 031-6002-441700 | \$ 44.19 |
| | 4151769 | I17-014033 | | 07/15/2017 | 1 | 5/11-6/13/17 | 031-6002-441700 | \$ 25.54 |
| | 4622672 | I17-014039 | | 07/15/2017 | 1 | 5/22-6/22/17 | 031-6002-441700 | \$ 84.73 |
| | 3891315 | I17-014174 | | 06/30/2017 | 1 | 3/29-4/28/17 | 283-4007-441700 | \$ 1,904.76 |
| [VENDOR] 1615 : ORLAND FIRE PROTECTION DISTRICT | 11063 | I17-014214 | 17-001379 | 07/06/2017 | 1 | Centralized CPR/AED Training - Multi Department | 010-1100-429100 | \$ 1,960.00 |
| [VENDOR] 1617 : ORLAND PARK POSTMASTER | 07/10/2017 | I17-014312 | 17-001952 | 07/11/2017 | 1 | Distribution of the Autumn Program Guide to 26,550 residents through the Orland Park Post Office | 283-4001-441600 | \$ 6,611.31 |
| [VENDOR] 1619 : ORLAND PARK PUBLIC LIBRARY | 07112017 | I17-014298 | | 07/11/2017 | 1 | May-June 2017 Personal Property Replacement Tax Reimbursement | 010-0000-337400 | \$ 2,407.55 |
| [VENDOR] 1630 : ORLAND SCHOOL DISTRICT #135 | 07052017 | I17-014204 | | 07/05/2017 | 1 | 2nd Quarter Impact Fees | 010-0000-223020 | \$ 25,852.00 |
| [VENDOR] 1641 : PALOS SPORTS, INC. | 262657-00 | I17-014280 | 17-000515 | 07/10/2017 | 1 | Summer Games T-shirts | 283-4008-490410 | \$ 372.00 |
| | 262869-00 | I17-014282 | 17-000914 | 07/11/2017 | 1 | Camper t-shirts, summer day camp 2017. Two-three orders will be placed for the summer. | 283-4002-490410 | \$ 1,845.00 |
| | 262867-0 | I17-014283 | 17-000884 | 07/11/2017 | 1 | Day Camp uniforms (t-shirts) for Adventurers, Voyagers, and Buddies staff, summer 2017. | 283-4002-460190 | \$ 535.50 |
| [VENDOR] 1696 : RED WING SHOE STORE | 26291 | I17-013457 | 17-001378 | 06/19/2017 | 1 | Boots - Faltin | 010-5002-460190 | \$ 175.49 |
| | 26522 | I17-013465 | 17-001378 | 06/19/2017 | 1 | Boots - Sparks | 010-5002-460190 | \$ 139.49 |
| | 26592 | I17-013466 | 17-001378 | 06/19/2017 | 1 | Boots - 2 pair - Bladek | 010-5002-460190 | \$ 287.98 |
| | 27527 | I17-014046 | 17-001378 | 06/29/2017 | 1 | Boot return - Faltin | 010-5002-460190 | \$ -175.49 |
| [VENDOR] 1706 : RICMAR INDUSTRIES | 326048 | I17-014290 | 17-001647 | 07/11/2017 | 1 | Decimate 5 gal. Pail | 031-6002-460290 | \$ 225.00 |
| | 326048 | I17-014290 | 17-001647 | 07/11/2017 | 2 | Pow-I-Cide powder insect kill | 031-6002-460290 | \$ 264.00 |
| | 326048 | I17-014290 | 17-001647 | 07/11/2017 | 3 | Stinger wasp & hornet spray | 031-6002-460290 | \$ 165.00 |
| | 326048 | I17-014290 | 17-001647 | 07/11/2017 | 4 | Chase-M Mosq. repellent | 031-6002-464700 | \$ 250.80 |
| | 326048 | I17-014290 | 17-001647 | 07/11/2017 | 5 | Freight | 031-6002-460290 | \$ 37.32 |
| [VENDOR] 1723 : SOUTHWEST CONFERENCE OF MAYORS | 06/15/17 | I17-014104 | 17-001954 | 06/30/2017 | 1 | Double Hole Sponsorship at golf outing on 06/21/17 | 010-1500-484200 | \$ 300.00 |
| | 05/12/17 | I17-014123 | 17-001897 | 06/30/2017 | 1 | Southwest Conference of Mayors' Annual Dinner meeting, May 17, 2017. | 010-1100-429400 | \$ 50.00 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|--|-----------------|---------------|
| [VENDOR] 1800 : STANDARD INDUSTRIAL & AUTOMOTIVE EQUIPMENT, INC. | 25555 | 117-014426 | 17-001728 | 07/13/2017 | 1 | Two (2) 55 Gallon drums of Meen Green | 010-5006-461100 | \$ 530.20 |
| [VENDOR] 1847 : TRANE | 2509209 | 117-014051 | 17-000358 | 06/29/2017 | 1 | Credit for return on invoice no. 2498794 | 010-1700-461700 | \$ -47.52 |
| [VENDOR] 1884 : VILLAGE OF OAK LAWN | 1-9990011-00 | 117-014243 | | 07/07/2017 | 1 | June Water Usage | 031-1400-441400 | \$ 999,775.56 |
| [VENDOR] 1894 : WASTE MANAGEMENT OF ILLINOIS | 1470321-4936-0 | 117-014315 | 17-000172 | 07/11/2017 | 1 | June | 031-1400-442100 | \$ 453,886.83 |
| [VENDOR] 1898 : HD SUPPLY WATERWORKS | H407627 | 117-014302 | 17-000442 | 07/11/2017 | 1 | Smartpoint Transmitters | 031-6002-464300 | \$ 42,800.00 |
| | H421234 | 117-014304 | 17-001988 | 07/11/2017 | 1 | Battery for 5000 HHD | 031-1400-460180 | \$ 200.00 |
| | H246547 | 117-014327 | 17-000442 | 07/11/2017 | 1 | New Water Meters | 031-6002-464600 | \$ 6,848.00 |
| | H246547 | 117-014327 | 17-000442 | 07/11/2017 | 2 | Smartpoint Transmitters | 031-6002-464300 | \$ 640.00 |
| | H246547 | 117-014327 | 17-000442 | 07/11/2017 | 3 | Bronze Meter Connection | 031-6002-462400 | \$ 340.00 |
| [VENDOR] 2095 : DELTA DENTAL PLAN OF ILLINOIS | 997153 | 117-014215 | 17-000490 | 07/06/2017 | 1 | Monthly Dental Expense | 092-0000-453400 | \$ 25,722.89 |
| [VENDOR] 2130 : BELSON OUTDOORS, INC. | 152788 | 117-014378 | 17-001606 | 07/12/2017 | 1 | Part # TT6RCPED-Plast, Top, 6' RC pedestal table, green | 283-4003-461600 | \$ 496.00 |
| | 152788 | 117-014378 | 17-001606 | 07/12/2017 | 2 | Shipping | 283-4003-461600 | \$ 238.70 |
| | 152878 | 117-014388 | 17-001333 | 07/12/2017 | 1 | Recycled plastic 6' bench without back, in-ground mt., 04 Gray seat, 05 Black Frame | 283-4003-461600 | \$ 1,086.00 |
| | 152878 | 117-014388 | 17-001333 | 07/12/2017 | 2 | freight | 283-4003-461600 | \$ 164.54 |
| [VENDOR] 2403 : C.O.P.S. TESTING SERVICE, INC. | 104097 | 117-014163 | 17-001914 | 06/30/2017 | 1 | Invoice 104097, Law Enforcement Pre-employment polygraph - Erik Buehler | 010-8000-432990 | \$ 160.00 |
| [VENDOR] 2452 : SECRETARY OF STATE | 06/20/17 | 117-014150 | 17-001970 | 06/30/2017 | 1 | New Title Registration for 2017 Ford Explorers Units 1410,1412,1423,1424,1425,1426, 1429, 1455, 1431, 1457 and 1458 | 010-7002-484100 | \$ 1,045.00 |
| [VENDOR] 2673 : SPORTSFIELDS, INC. | 217408 | 117-014190 | 17-001839 | 06/30/2017 | 1 | Quick Dry | 283-4003-462300 | \$ 700.00 |
| | 217408 | 117-014190 | 17-001839 | 06/30/2017 | 2 | Freight | 283-4003-462300 | \$ 80.00 |
| [VENDOR] 2743 : PAPA JOE'S RESTAURANT | 06/06/2017 | 117-014331 | 17-001721 | 07/11/2017 | 1 | Pizzas, 6-6-17 | 010-7002-484700 | \$ 127.95 |
| | 6/7/2017 | 117-014332 | 17-001721 | 07/11/2017 | 1 | 6-7-17, pizzas | 010-7002-484700 | \$ 131.95 |
| [VENDOR] 2830 : CDW GOVERNMENT LLC | JFC4120 | 117-014427 | 17-001757 | 07/13/2017 | 1 | Tripp Lite 50' High Speed HDMI Cable Digital Audio Video Gold M/M 50ft Mfg. Part: P568-050 CDW Part: 1227473 | 010-1600-460110 | \$ 84.42 |
| | JFC4120 | 117-014427 | 17-001757 | 07/13/2017 | 2 | Microsoft Surface Pro 4 Docking Station Mfg. Part: PF3-00005 CDW Part: 3862762 | 010-1600-460110 | \$ 321.74 |
| | JDG4956 | 117-014444 | 17-001720 | 07/13/2017 | 1 | Quote HZNS682, Belkin Display port to HDMI Adaptor, M/F, 1080p video audio adaptor, Mfg part F2CD004B, CDW #1614053 | 010-1600-460110 | \$ 14.67 |
| | JFQ1416 | 117-014445 | 17-001757 | 07/13/2017 | 1 | Chief Low-Profile Tilt Mount RLT2 - mounting kit Mfg. Part: RLT2 CDW Part: 2143977 | 010-1600-460180 | \$ 108.36 |
| [VENDOR] 3037 : SERVICE SANITATION, INC. | 7347665 | 117-014297 | 17-000158 | 07/11/2017 | 1 | portable toilets for parks and ball fields | 283-4003-444550 | \$ 95.00 |
| [VENDOR] 3062 : ASPEN VALLEY LANDSCAPE SUPPLY INC. | INV391743 | 117-014154 | 17-001951 | 06/30/2017 | 1 | Bluegrass Sod for Pool | 010-1700-463300 | \$ 59.60 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|---|-----------------|--------------|
| [VENDOR] 3132 : MOTIVE PARTS CO. - FMP | 50-1657776 | I17-014128 | 17-000092 | 06/30/2017 | 1 | Rotors | 010-5006-461800 | \$ 304.88 |
| | 50-1659360 | I17-014129 | 17-000092 | 06/30/2017 | 1 | Washer solvent drum credit | 010-5006-462200 | \$ -32.00 |
| | 50-1658574 | I17-014132 | 17-000092 | 06/30/2017 | 1 | Windshield washer solvent | 010-5006-462200 | \$ 93.59 |
| | 52-354360 | I17-014392 | 17-000092 | 07/12/2017 | 1 | Oil Filter | 010-5006-461800 | \$ 48.36 |
| [VENDOR] 3313 : CHICAGO SOUTHLAND CONVENTION & VISITORS BUREAU | 06222017 | I17-013528 | | 06/22/2017 | 1 | 1st Quarter 2017 hotel tax sharing payment | 010-0000-484990 | \$ 5,843.78 |
| [VENDOR] 3605 : LABOR RELATIONS INFORMATION SYSTEM | 30462 | I17-014157 | 17-001949 | 06/30/2017 | 1 | INVOICE #30462 - RENEWAL OF SUBSCRIPTION TO PUBLIC SAFETY LABOR NEWS - 1 YEAR FOR VILLAGE MANAGER. | 010-1100-429300 | \$ 150.00 |
| [VENDOR] 3667 : SHERWIN-WILLIAMS/ORLAND HILLS | 9084-6 | I17-014323 | 17-001134 | 07/11/2017 | 1 | Athletic Field White marking paint | 283-4003-461990 | \$ 576.00 |
| [VENDOR] 3689 : THOMAS PUMP CO. | R9789 | I17-014143 | 17-000878 | 06/30/2017 | 1 | Quote-51118-rev-2 - Parts for pump repair | 283-4005-443200 | \$ 2,245.00 |
| | R9789 | I17-014143 | 17-000878 | 06/30/2017 | 2 | Estimated labor | 283-4005-443200 | \$ 980.00 |
| | R9789 | I17-014143 | 17-000878 | 06/30/2017 | 3 | Adder for special epoxy rubber coating inside and out | 283-4005-443200 | \$ 1,500.00 |
| | R9789 | I17-014143 | 17-000878 | 06/30/2017 | 4 | Trim and rebalance impeller | 283-4005-443200 | \$ 228.00 |
| | R9789 | I17-014143 | 17-000878 | 06/30/2017 | 5 | Machine new bowl wear ring in SS and or machine impeller wear ring Or both | 283-4005-443200 | \$ 800.00 |
| | R9789 | I17-014143 | 17-000878 | 06/30/2017 | 6 | Incoming freight on parts | 283-4005-443200 | \$ 150.00 |
| | R9789 | I17-014143 | 17-000878 | 06/30/2017 | 7 | Increase PO for additional materials and labor due to broken impeller. (2017-0270) | 283-4005-443200 | \$ 2,084.00 |
| | R9829 | I17-014400 | 17-000691 | 07/12/2017 | 1 | Quote: Q-599999 - Spring start up of pumps | 283-4005-443150 | \$ 1,400.00 |
| | R9829 | I17-014400 | 17-000691 | 07/12/2017 | 2 | Winter shutdown of pumps | 283-4005-443150 | \$ 880.00 |
| [VENDOR] 3742 : JIM MELKA LANDSCAPING | 3-217638 | I17-014237 | 17-000177 | 07/07/2017 | 1 | Mexican Pebbles | 283-4003-463300 | \$ 796.87 |
| [VENDOR] 3806 : NATIONAL SEED COMPANY | 569700SI | I17-014334 | 17-001096 | 07/11/2017 | 1 | White marking lime (chalk) for athletic fields | 283-4003-461990 | \$ 237.00 |
| | 569701SI | I17-014337 | 17-001096 | 07/11/2017 | 1 | White marking lime (chalk) for athletic fields | 283-4003-461990 | \$ 474.00 |
| | 570081SI | I17-014454 | 17-001096 | 07/13/2017 | 1 | White marking lime (chalk) for athletic fields | 283-4003-461990 | \$ 237.00 |
| | 570079SI | I17-014456 | 17-001096 | 07/13/2017 | 1 | White marking lime (chalk) for athletic fields | 283-4003-461990 | \$ 237.00 |
| [VENDOR] 3964 : COMMONWEALTH EDISON COMPANY | H11294CRE | I17-014170 | 14-003597 | 06/30/2017 | 1 | Overhead Cable Burial - 159th St. at 84th Ave.(Community Honda) Design Engineering | 054-0000-484800 | \$ 59,592.00 |
| [VENDOR] 4490 : ILLINOIS CITY/COUNTY MANAGEMENT | 884 | I17-013922 | 17-001857 | 07/15/2017 | 1 | Assistant Director - Development Services online job posting | 010-1100-432400 | \$ 50.00 |
| | 884 | I17-013922 | 17-001857 | 07/15/2017 | 2 | Financial Analyst - Recreation online job posting | 010-1100-432400 | \$ 50.00 |
| [VENDOR] 4506 : WILLE BROTHERS COMPANY | 356422 | I17-014085 | 17-000372 | 06/29/2017 | 1 | Concrete for new pool shade structures | 283-4005-461990 | \$ 572.00 |
| [VENDOR] 4555 : CHICAGO BADGE & INSIGNIA CO. | 14928 | I17-014453 | 17-001451 | 07/13/2017 | 1 | 5 point star #62, AH7695B with balls on ends and w/safety catch, Orland Park Police around the top half, #62 around the bottom, plain Illinois seal | 010-7002-460290 | \$ 81.60 |
| | 14928 | I17-014453 | 17-001451 | 07/13/2017 | 2 | shipping | 010-7002-460290 | \$ 7.58 |
| | 14928 | I17-014453 | 17-001451 | 07/13/2017 | 3 | 5 point star #62, AH7695B with balls on ends and w/safety catch, Orland Park Police | 010-7002-460290 | \$ 163.00 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|---|-----------------|-----------|
| | | | | | | around the top half, #65 around the bottom, plain Illinois seal | | |
| | 14928 | 117-014453 | 17-001451 | 07/13/2017 | 4 | AH7603, Hat shield, rhodium (officer) with number 65 on badge | 010-7002-460180 | \$ 50.50 |
| | 14928 | 117-014453 | 17-001451 | 07/13/2017 | 5 | AH7603, Hat shield, rhodium (officer) with number 62 on badge | 010-7002-460290 | \$ 50.50 |
| [VENDOR] 4589 : LYNN PEAVEY COMPANY | 332658 | 117-014470 | 17-001763 | 07/13/2017 | 1 | Item # 05001 Wide Mouth Jars 2 oz. 15 per pack | 010-7002-460290 | \$ 30.00 |
| | 332658 | 117-014470 | 17-001763 | 07/13/2017 | 2 | Shipping | 010-7002-460290 | \$ 9.00 |
| [VENDOR] 4623 : LINCOLN EQUIPMENT, INC. | SI317091 | 117-014299 | 17-001625 | 07/11/2017 | 1 | 18" wall clock sku #80-005 | 283-4005-460180 | \$ 71.50 |
| [VENDOR] 5002 : SOUTHTOWN PAINT & WALLPAPER CO | 001070631 | 117-014467 | 17-000428 | 07/13/2017 | 1 | Paint and paint supplies for village buildings | 010-1700-461300 | \$ 184.16 |
| [VENDOR] 5401 : SHERRY'S FLOWER SHOPPE | 16294/1 | 117-014191 | 17-000204 | 06/30/2017 | 1 | Wall | 010-1500-460290 | \$ 62.00 |
| [VENDOR] 5481 : ANIXTER INC. | 227-184605 | 117-014303 | 17-001950 | 07/11/2017 | 1 | 183129 PANDUIT CBX4EI-AY 4-PORT SURFACE MOUNT UNLOADED ADHESIVE BACKED MINI-COM ELEC IVORY ROHS | 010-1600-460110 | \$ 49.40 |
| | 227-184605 | 117-014303 | 17-001950 | 07/11/2017 | 2 | 311326 PANDUIT CJ688TGOR 1-PORT MOD JACK IDC 8W8P UTP T568A/B CAT6 IP5 MINI-COM GIGA-TX ORANGE ROHS | 010-1600-460110 | \$ 211.00 |
| | 227-184605 | 117-014303 | 17-001950 | 07/11/2017 | 3 | 311321 PANDUIT CJ688TGBU 1-PORT MOD JACK IDC 8W8P UTP T568A/B CAT6 IP5 MINI-COM GIGA-TX BLUE ROHS | 010-1600-460110 | \$ 211.00 |
| [VENDOR] 5524 : USA BLUEBOOK | 274165 | 117-014265 | 17-001642 | 07/10/2017 | 1 | 32820 Hach DPD 1 (Free) for 5 mL Sample, 1000/PK (1407728) | 031-6002-462500 | \$ 354.00 |
| | 274165 | 117-014265 | 17-001642 | 07/10/2017 | 2 | 32135 Hach Fluoride Reagent Arsenic-Free SPADNS 2, 25/PK | 031-6002-462500 | \$ 71.18 |
| | 274165 | 117-014265 | 17-001642 | 07/10/2017 | 3 | 41266 Hach Total Hardness Test Strips, 0-425 mg/L, 50/Test | 031-6002-462500 | \$ 12.65 |
| | 274165 | 117-014265 | 17-001642 | 07/10/2017 | 4 | 26941 Swing Sampler, 24-ft. Fiberglass Pole with Bottle | 031-6002-460170 | \$ 162.95 |
| | 274165 | 117-014265 | 17-001642 | 07/10/2017 | 5 | 26948 960ml Snapper Attachment Band | 031-6002-460170 | \$ 9.09 |
| | 274165 | 117-014265 | 17-001642 | 07/10/2017 | 6 | Freight | 031-6002-460170 | \$ 65.87 |
| [VENDOR] 5561 : SIEGEL | 823539 | 117-014083 | 17-000113 | 06/29/2017 | 1 | Spring/Summer - Make Money Babysitting class - 6/17/17 | 283-4002-490200 | \$ 390.00 |
| [VENDOR] 5620 : DELL | 10172317459 | 117-014397 | 17-001742 | 07/12/2017 | 1 | Dell 24 monitor - E2417H Per Quote # 3000014562535.1 | 010-1600-460110 | \$ 855.42 |
| [VENDOR] 5622 : TRANSSHICAGO TRUCK GROUP | 1834518 | 117-014437 | 17-000161 | 07/13/2017 | 1 | Truck parts | 010-5006-461800 | \$ 71.34 |
| | 1834518 | 117-014437 | 17-000161 | 07/13/2017 | 2 | Truck parts FY 2017 | 010-5006-462200 | \$ 158.40 |
| | 1835285 | 117-014479 | 17-000161 | 07/13/2017 | 1 | Truck parts | 010-5006-461800 | \$ 62.80 |
| [VENDOR] 5698 : ALPHA DISTRIBUTORS, INC. | IN463609 | 117-014386 | 17-001687 | 07/12/2017 | 1 | 2 door True Refrigerator thermostat # 831932 | 010-1700-461700 | \$ 123.36 |
| | IN463609 | 117-014386 | 17-001687 | 07/12/2017 | 2 | Shipping | 010-1700-461700 | \$ 134.87 |
| [VENDOR] 5744 : GATEWAY BUSINESS SYSTEMS, INC. | 911740 | 117-014059 | 17-000031 | 07/15/2017 | 1 | Copier Maintenance - May | 010-7002-443600 | \$ 0.21 |
| | 911576 | 117-014099 | 17-000031 | 06/30/2017 | 1 | Copier Maintenance - May | 010-7002-443600 | \$ 41.79 |
| | 911577 | 117-014100 | 17-000031 | 06/30/2017 | 1 | Copier Maintenance - May | 010-7002-443600 | \$ 96.95 |

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|---|----------------|------------|----------------|------------|---------|---|-----------------|---------------|
| [VENDOR] 5784 : MR. RADIATOR & A/C SERV., INC. | 040021 | I17-014300 | 17-000101 | 07/11/2017 | 1 | New compressor, evacuate and recharge, install | 010-5006-443400 | \$ 709.95 |
| [VENDOR] 6185 : B & H TECHNICAL SERVICES, INC. | 6-146/P4017 | I17-014338 | 17-001591 | 07/11/2017 | 1 | Canon iPF765 #86-2024 36"x150' roll | 283-4001-460100 | \$ 75.76 |
| | 6-146/P4017 | I17-014338 | 17-001591 | 07/11/2017 | 2 | Fuel Charge | 283-4001-460100 | \$ 5.00 |
| | 6-203/P4049 | I17-014383 | 17-001622 | 07/12/2017 | 1 | Two MBK Toners for Canon iPF765 | 010-2001-460100 | \$ 133.90 |
| | 6-203/P4049 | I17-014383 | 17-001622 | 07/12/2017 | 2 | Shipping | 010-2001-460100 | \$ 9.50 |
| [VENDOR] 6249 : METRO POWER, INC. | 11484 | I17-014221 | 17-001358 | 07/06/2017 | 1 | Annual Preventative Maintenance Service on 16 Emergency Generators. Full Service PM - Change out oil, oil filters and fuel filters. Catalina, Crystal Springs, Fairway, Orland Parkway, Parkwood, Pinewood North, Seton Place, Spring Creek, Wedgewood, 131st L.S., 151st L.S., 153rd Booster PW 6150, PW 6180, Hunter Point, and Breckenridge. | 031-6002-443200 | \$ 918.78 |
| | 11484 | I17-014221 | 17-001358 | 07/06/2017 | 1 | Annual Preventative Maintenance Service on 16 Emergency Generators. Full Service PM - Change out oil, oil filters and fuel filters. Catalina, Crystal Springs, Fairway, Orland Parkway, Parkwood, Pinewood North, Seton Place, Spring Creek, Wedgewood, 131st L.S., 151st L.S., 153rd Booster PW 6150, PW 6180, Hunter Point, and Breckenridge. | 031-6003-443200 | \$ 3,981.22 |
| | 11481 | I17-014404 | 17-001289 | 07/12/2017 | 1 | Remove and replace generator radiator at Orland Parkway Lift Station. | 031-6003-443200 | \$ 2,000.00 |
| [VENDOR] 6252 : CARDINAL SPECIALTIES, INC. | 23481 | I17-014271 | 17-001497 | 07/10/2017 | 1 | Blue Generation short sleeve polo. Centennial Park Aquatic Center logo, front, left chest; SECURITY on back. Black imprint. 5 small, 5 medium, 5 large, 5 xlarge & 3 xxlarge | 283-4005-460190 | \$ 511.75 |
| | 23481 | I17-014271 | 17-001497 | 07/10/2017 | 2 | Security Staff Uniforms - Up Charge (3) 2XL | 283-4005-460190 | \$ 6.00 |
| | 23481 | I17-014271 | 17-001497 | 07/10/2017 | 3 | Shipping | 283-4005-460190 | \$ 35.21 |
| [VENDOR] 6391 : FASTENAL COMPANY | ILORL35231 | I17-014258 | 17-001157 | 07/10/2017 | 1 | Miscellaneous building supplies FY 2017 | 010-1700-461300 | \$ 16.00 |
| | ILORL35323 | I17-014284 | 17-001690 | 07/11/2017 | 1 | 4-L/XL Series HV935 Yellow Hi-Vis PET Body Guard Ranger Hats | 010-5002-460190 | \$ 18.58 |
| | ILORL35346 | I17-014394 | 17-001690 | 07/12/2017 | 1 | 4-L/XL Series HV935 Yellow Hi-Vis PET Body Guard Ranger Hats | 010-5002-460190 | \$ 18.58 |
| | ILORL35482 | I17-014473 | 17-000093 | 07/13/2017 | 1 | Custodial/Cleaning supplies in FY17 | 010-5006-461100 | \$ 15.34 |
| | ILORL35483 | I17-014474 | 17-000093 | 07/13/2017 | 1 | Miscellaneous repair supply | 010-5006-461990 | \$ 16.17 |
| [VENDOR] 6427 : ELECTRIC BLUE ENTERTAINMENT CORP | 03/20/17 | I17-013573 | 17-000882 | 07/17/2017 | 1 | DJ entertainment for Ntl Night Out Against Crime | 010-7002-484700 | \$ 250.00 |
| [VENDOR] 6605 : BLUE CROSS BLUE SHIELD OF ILLINOIS | 06/30/2017 | I17-014216 | 17-000491 | 07/06/2017 | 1 | PPO - Monthly Expense | 092-0000-453100 | \$ 289,648.53 |
| | 06/30/2017 | I17-014216 | 17-000491 | 07/06/2017 | 2 | HMO - Monthly Expense | 092-0000-453200 | \$ 106,276.48 |
| [VENDOR] 7124 : AQUA PURE ENTERPRISES INC. | 108376 | I17-014264 | 17-001009 | 07/10/2017 | 1 | Removal and replacement of Sand (Silica) in filters for Zero Depth Pool and inspections of laterals. | 283-4005-443150 | \$ 549.72 |
| [VENDOR] 7227 : NORTHWESTERN UNIVERSITY, CENTER FOR PUBLIC SAFETY | 9614 | I17-014055 | 17-001902 | 07/15/2017 | 1 | Invoice # 9614 sUAS Crash Investigation Remote Pilot Training Officer William Sanchez 10/09/17-10/10/17 Course ID | 010-7002-429100 | \$ 1,800.00 |

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| | | | | | | CI-UASRP 100917-nucps | | |
| [VENDOR] 7343 : CARQUEST AUTO PARTS STORES | 2543-448488 | I17-014134 | 17-000088 | 06/30/2017 | 1 | Lawn/Garden battery | 010-5006-461700 | \$ 46.17 |
| | 2543-448626 | I17-014135 | 17-000088 | 06/30/2017 | 1 | Lawn battery core return. Original inv. 448488 | 010-5006-461700 | \$ -10.00 |
| | 2543-448892 | I17-014136 | 17-000088 | 06/30/2017 | 1 | Tubing | 010-5006-461800 | \$ 2.97 |
| | 2543-449010 | I17-014139 | 17-000088 | 06/30/2017 | 1 | Air filter | 010-5006-461700 | \$ 4.69 |
| | 2543-449013 | I17-014140 | 17-000088 | 06/30/2017 | 1 | Spark plug | 010-5006-461700 | \$ 2.24 |
| | 2543-448158 | I17-014336 | 17-000088 | 07/11/2017 | 1 | Parts - auto and trucks | 010-5006-461800 | \$ -12.80 |
| | 2543-448251 | I17-014341 | 17-000088 | 07/11/2017 | 1 | Equipment parts | 010-5006-461700 | \$ 5.60 |
| | 2543-448311 | I17-014370 | 17-000088 | 07/12/2017 | 1 | Spark Plug | 010-5006-461700 | \$ 15.44 |
| | 2543-448407 | I17-014401 | 17-000088 | 07/12/2017 | 1 | Miscellaneous supplies | 010-5006-461990 | \$ 76.43 |
| | 2543-448355 | I17-014402 | 17-000088 | 07/12/2017 | 1 | V-Belt | 010-5006-461700 | \$ 9.96 |
| [VENDOR] 7536 : JMD SOX OUTLET, INC. | 208718 | I17-013738 | 17-001377 | 06/23/2017 | 1 | Uniforms - Swieboda | 010-5002-460190 | \$ 516.32 |
| | 210292 | I17-014131 | 17-001377 | 06/30/2017 | 1 | Boots - Faltin | 010-5002-460190 | \$ 93.59 |
| | 207800 | I17-014263 | 17-001377 | 07/10/2017 | 1 | Utilities division uniforms and shoes for full and part time staff | 031-6001-460190 | \$ 413.97 |
| | 209348 | I17-014273 | 17-001377 | 07/10/2017 | 1 | D. Fanciullacci | 010-5002-460190 | \$ 26.99 |
| | 209350 | I17-014274 | 17-001377 | 07/10/2017 | 1 | D. Fanciullacci | 010-5002-460190 | \$ 35.99 |
| | 209245 | I17-014275 | 17-001377 | 07/10/2017 | 1 | Michael Wick | 031-6001-460190 | \$ 89.97 |
| | 209422 | I17-014285 | 17-001377 | 07/11/2017 | 1 | Sarkis Boyajian | 010-1700-460190 | \$ 125.00 |
| | 209416 | I17-014286 | 17-001377 | 07/11/2017 | 1 | Dave Faltin | 010-5002-460190 | \$ 98.97 |
| | 209425 | I17-014287 | 17-001377 | 07/11/2017 | 1 | Ryan Quinn | 031-6001-460190 | \$ 80.97 |
| | 209408 | I17-014288 | 17-001377 | 07/11/2017 | 1 | Victor Kwitka | 010-5003-460190 | \$ 107.96 |
| | 209507 | I17-014291 | 17-001377 | 07/11/2017 | 1 | John Nowak | 010-1700-460190 | \$ 323.81 |
| | 209512 | I17-014292 | 17-001377 | 07/11/2017 | 1 | Kevin Stephens | 010-5002-460190 | \$ 415.36 |
| | 209501 | I17-014293 | 17-001377 | 07/11/2017 | 1 | Steve Rohrbacher | 010-1700-460190 | \$ 32.26 |
| | 209582 | I17-014294 | 17-001377 | 07/11/2017 | 1 | Jerry Stechmiller | 031-6001-460190 | \$ 29.09 |
| | 209560 | I17-014295 | 17-001377 | 07/11/2017 | 1 | Ross Cannatello | 010-5002-460190 | \$ 31.49 |
| | 11936 | I17-014296 | 17-001377 | 07/11/2017 | 1 | Ross Cannatello Return | 010-5002-460190 | \$ -19.75 |
| | 207387 | I17-014321 | 17-001377 | 07/11/2017 | 1 | Bill Ferneau | 031-6001-460190 | \$ 193.48 |
| | 207382 | I17-014322 | 17-001377 | 07/11/2017 | 1 | Ryan Quinn | 031-6001-460190 | \$ 249.92 |
| | 208841 | I17-014324 | 17-001377 | 07/11/2017 | 1 | Mike Wick | 031-6001-460190 | \$ 255.97 |
| | 208825 | I17-014325 | 17-001377 | 07/11/2017 | 1 | Ricky Carlen | 010-1700-460190 | \$ 337.09 |
| | 209827 | I17-014398 | 17-001377 | 07/12/2017 | 1 | Daniel Stokes | 010-1700-460190 | \$ 44.09 |
| | 210119 | I17-014438 | 17-001377 | 07/13/2017 | 1 | V&E division uniforms & shoes for full and part time staff | 010-5006-460190 | \$ 134.95 |
| [VENDOR] 7765 : SOLARIS ROOFING SOLUTIONS, INC | 27045 | I17-014114 | 17-000419 | 06/30/2017 | 1 | Roof repairs - Centennial Park | 010-1700-443100 | \$ 476.50 |
| [VENDOR] 7788 : SHUTTS | 05/23/17 | I17-013574 | 17-001603 | 07/17/2017 | 1 | face painting for national Night out Against Crime | 010-7002-484700 | \$ 230.00 |
| [VENDOR] 7805 : ILLINOIS SHOTOKAN KARATE CLUB | 649 | I17-014193 | 17-001812 | 06/30/2017 | 1 | Spring 2017 Karate. 143 Students @ \$88/each. 70% to instructor. | 283-4002-490200 | \$ 8,808.80 |
| [VENDOR] 7874 : AMPEST EXTERMINATING & WILDLIFE CONTROL | 55442 | I17-014339 | 17-000537 | 07/11/2017 | 1 | Pest control for Civic Center | 021-1800-432910 | \$ 125.00 |
| [VENDOR] 8216 : ACE HARDWARE (HOMER GLEN) | 57967/1 | I17-014232 | 17-000082 | 07/07/2017 | 1 | Regular Key - Rose | 010-5006-461990 | \$ 9.56 |

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|---|----------------|------------|----------------|------------|---------|---|-----------------|-------------|
| | 57975/1 | I17-014234 | 17-000082 | 07/07/2017 | 1 | Spare Rec Bus Door & Storage Bin Keys | 010-5006-461990 | \$ 14.34 |
| | 58033/1 | I17-014241 | 17-000110 | 07/07/2017 | 1 | Fuse for Sportsplex | 010-1700-461200 | \$ 9.98 |
| [VENDOR] 8226 : CLOWNING AROUND ENTERTAINMENT, INC. | 32755 | I17-012024 | 17-001112 | 07/17/2017 | 1 | Balance due - entertainment at Taste Kid's Day 2017 | 010-9400-490220 | \$ 2,499.50 |
| [VENDOR] 8231 : APPLE CHEVROLET | 311435 | I17-014277 | 17-000085 | 07/10/2017 | 1 | Retainer | 010-5006-461800 | \$ 17.58 |
| [VENDOR] 9264 : ULRICH | 05/23/17 | I17-013569 | 17-001263 | 07/16/2017 | 1 | Country Line Dance Instruction for the Taste 2017 - Friday, August 4, 2017 - 6:30-8pm | 010-9400-490220 | \$ 200.00 |
| | 06/26/17 | I17-014184 | 17-000244 | 06/30/2017 | 1 | Adult Line Dancing - 6/6-6/23/17 | 283-4002-490200 | \$ 495.00 |
| [VENDOR] 9294 : MAP AUTOMOTIVE - CHICAGO | 40-415456 | I17-014393 | 17-000099 | 07/12/2017 | 1 | Oil | 010-5006-462200 | \$ 33.12 |
| [VENDOR] 9302 : POMP'S TIRE | 690049478 | I17-014125 | 17-000159 | 06/30/2017 | 1 | Tires | 010-5006-461890 | \$ 288.92 |
| | 690049186 | I17-014335 | 17-000159 | 07/11/2017 | 1 | Tires | 010-5006-461890 | \$ 289.96 |
| | 690049216 | I17-014340 | 17-000159 | 07/11/2017 | 1 | Tires | 010-5006-461890 | \$ 482.70 |
| [VENDOR] 9469 : PARENT PETROLEUM | 1107106 | I17-014468 | 17-000102 | 07/13/2017 | 1 | Bulk oil purchase | 010-5006-462200 | \$ 181.59 |
| [VENDOR] 9489 : STARFISH AQUATICS INSTITUTE | 15167 | I17-014101 | 17-001765 | 07/15/2017 | 1 | 1 Bundle of CAP folders plus shipping | 283-4005-429100 | \$ 381.57 |
| [VENDOR] 9569 : CARGILL | 06/15/17 | I17-013762 | 17-001852 | 07/15/2017 | 1 | Band member for Broadway Memory Lane - Performance July 23 and July 30, 2017 | 283-4002-490470 | \$ 140.00 |
| [VENDOR] 9656 : MENARDS - HOMER GLEN | 07758 | I17-014179 | 17-000057 | 06/30/2017 | 1 | Ball valve/Coupling - Parks | 283-4003-461990 | \$ 53.37 |
| | 08211 | I17-014226 | 17-000057 | 07/06/2017 | 1 | Tension wire, Deet, Terminal Cap, Drill parts | 283-4003-461990 | \$ 52.22 |
| [VENDOR] 9664 : WAREHOUSE DIRECT | 3522198-0 | I17-014090 | 17-000121 | 07/17/2017 | 1 | Sign holders - Pool | 283-4005-460100 | \$ 146.40 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 1 | 12 mo. tabs: UNV20823 | 283-4001-460100 | \$ 4.98 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 2 | Blk 2" binder w/label holder: UNV34411 | 283-4001-460100 | \$ 5.56 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 3 | Original pop-up notes value pack: MMMR330144B | 283-4005-460100 | \$ 18.36 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 4 | Spiral steno book: TOP8020 | 283-4001-460100 | \$ 7.75 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 5 | 3 subject wire bound notebook: RED33360 | 283-4001-460100 | \$ 14.28 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 6 | Ruled writing pads: WHD8533 | 283-4001-460100 | \$ 7.31 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 7 | Alpha dividers: UNV20812 | 283-4001-460100 | \$ 5.40 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 8 | Wirebound notebook 8 1/2 x 11: MEA59882 | 283-4001-460100 | \$ 16.60 |
| | 3522204-0 | I17-014098 | 17-001789 | 07/15/2017 | 9 | White copy paper: WHDSM11 | 283-4001-460100 | \$ 89.85 |
| | 3522203-0 | I17-014102 | 17-001781 | 07/15/2017 | 1 | CRD26311 - XtraLife ClearVue Non- Stick Locking Slant- D Binder, 1.5" Cap, 11 x 8 1/2, Black. (Supplies for the HPO training seminar June 26 through the 28th.) | 010-0000-429100 | \$ 266.40 |
| | 3522203-0 | I17-014102 | 17-001781 | 07/15/2017 | 2 | UNV56808 - Studded Chair Mat for Low Pile Carpet, 46 x 60, Clear. (for Stephana's office) | 010-1100-460100 | \$ 35.66 |
| | 3458540-0 | I17-014189 | 17-000121 | 06/30/2017 | 1 | Air freshener - BM | 010-1700-460150 | \$ 81.56 |
| | 3504740-0 | I17-014255 | 17-001657 | 07/10/2017 | 1 | Memory Foam Seat Rest - Black - KMW82024 | 010-1200-460100 | \$ 47.56 |
| | 3504771-0 | I17-014301 | 17-001658 | 07/11/2017 | 1 | TGG58XXH - LINER, CAN, 38X58,2.0MIL, 100/CT | 283-4003-460150 | \$ 539.80 |
| | 3504777-0 | I17-014330 | 17-001659 | 07/11/2017 | 1 | Laminating sheets: FEL52454 | 283-4005-460100 | \$ 168.16 |
| | 3504777-0 | I17-014330 | 17-001659 | 07/11/2017 | 2 | Laminating sheets: FEL52454 | 283-4001-460100 | \$ 84.08 |

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|---|-----------------|------------|----------------|------------|---------|---|-----------------|-------------|
| | 3513296-0 | 117-014407 | 17-001724 | 07/12/2017 | 1 | WLJ38544B - 2" BINDER | 283-4005-460100 | \$ 6.04 |
| | 3513114-1 | 117-014409 | 17-001724 | 07/12/2017 | 1 | #PAP6320187- Pens (red) | 283-4007-460100 | \$ 7.82 |
| | 3517679-0 | 117-014447 | 17-000121 | 07/13/2017 | 1 | Domestic supplies - VH (including lunchroom) PD, PW, Museum, Parks, Splx, and CPAC | 010-1700-460150 | \$ 595.86 |
| | 3519248-0 | 117-014448 | 17-000121 | 07/13/2017 | 1 | Domestic supplies - VH (including lunchroom) PD, PW, Museum, Parks, Splx, and CPAC | 010-1700-460150 | \$ 62.30 |
| | 3517679-1 | 117-014449 | 17-000121 | 07/13/2017 | 1 | Domestic supplies - VH (including lunchroom) PD, PW, Museum, Parks, Splx, and CPAC | 010-1700-460150 | \$ 10.84 |
| | 3517659-0 | 117-014450 | 17-001758 | 07/13/2017 | 1 | Refill Pentel Energel Pen (Violet) \$1.09 each - 12 per box | 010-1400-460100 | \$ 13.08 |
| | 3519501-0 | 117-014475 | 17-000121 | 07/13/2017 | 1 | Domestic supplies - VH (including lunchroom) PD, PW, Museum, Parks, Splx, and CPAC | 010-1700-460150 | \$ 30.44 |
| [VENDOR] 9668 : DEO CONSULTING, INC. | 03/17/17 | 117-013546 | 17-000892 | 07/16/2017 | 1 | Balloon Entertainment for Taste of Orland Saturday 8/5/2017 5-7pm | 010-9400-490220 | \$ 380.00 |
| [VENDOR] 9711 : VERIZON WIRELESS (LEHIGH) | 580475682-00001 | 117-014305 | | 07/11/2017 | 1 | 5/14-6/13/17 | 010-1600-441100 | \$ 38.01 |
| | 580475682-00001 | 117-014305 | | 07/11/2017 | 2 | 5/14-6/13/17 | 010-1700-441100 | \$ 36.01 |
| | 580475682-00001 | 117-014305 | | 07/11/2017 | 3 | 5/14-6/13/17 | 010-2001-441100 | \$ 71.08 |
| | 580475682-00001 | 117-014305 | | 07/11/2017 | 4 | 5/14-6/13/17 | 010-2002-441100 | \$ 983.42 |
| | 580475682-00001 | 117-014305 | | 07/11/2017 | 5 | 5/14-6/13/17 | 010-2003-441100 | \$ 107.54 |
| | 580475682-00001 | 117-014305 | | 07/11/2017 | 6 | 5/14-6/13/17 | 010-2004-441100 | \$ 188.06 |
| | 580475682-00001 | 117-014305 | | 07/11/2017 | 7 | 5/14-6/13/17 | 010-7002-441100 | \$ 61.08 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 1 | 5/14-6/13/17 | 010-1100-441100 | \$ 298.76 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 2 | 5/14-6/13/17 | 010-1500-441100 | \$ 232.46 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 3 | 5/14-6/13/17 | 010-1600-441100 | \$ 330.83 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 4 | 5/14-6/13/17 | 021-1800-441100 | \$ 37.80 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 5 | 5/14-6/13/17 | 010-1400-441100 | \$ 61.08 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 6 | 5/14-6/13/17 | 283-4008-441100 | \$ 1.12 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 7 | 5/14-6/13/17 | 283-4002-441100 | \$ 36.82 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 8 | 5/14-6/13/17 | 283-4002-460180 | \$ 99.99 |
| | 580475682-00002 | 117-014306 | | 07/11/2017 | 9 | 5/14-6/13/17 | 010-1200-441100 | \$ 122.16 |
| | 580475682-00003 | 117-014307 | | 07/11/2017 | 1 | 5/14-6/13/17 | 010-1700-441100 | \$ 539.96 |
| | 580475682-00003 | 117-014307 | | 07/11/2017 | 2 | 5/14-6/13/17 | 283-4003-441100 | \$ 987.96 |
| | 580475682-00003 | 117-014307 | | 07/11/2017 | 3 | 5/14-6/13/17 Equipment Purchase - V. Malloy, L. Beck | 283-4003-460180 | \$ 274.96 |
| | 580475682-0004 | 117-014308 | | 07/11/2017 | 1 | 5/14-6/13/17 | 010-7002-441100 | \$ 1,561.38 |
| | 580475682-0004 | 117-014308 | | 07/11/2017 | 2 | 5/14-6/13/17 Equipment Purchase - T. McCarthy, Swearingen | 010-7002-460180 | \$ 567.46 |
| | 580475682-00005 | 117-014310 | | 07/11/2017 | 1 | 5/14-6/13/17 | 010-5001-441100 | \$ 682.65 |
| | 580475682-00005 | 117-014310 | | 07/11/2017 | 2 | 5/14-6/13/17 | 010-5006-441100 | \$ 132.16 |
| | 580475682-00005 | 117-014310 | | 07/11/2017 | 3 | 5/14-6/13/17 | 031-6001-441100 | \$ 712.09 |
| | 580475682-00005 | 117-014310 | | 07/11/2017 | 4 | 5/14-6/13/17 | 031-1400-441100 | \$ 36.01 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 1 | 5/14-6/13/17 | 283-4001-441100 | \$ 575.04 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 2 | 5/14-6/13/17 | 283-4002-441100 | \$ 105.86 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 3 | 5/14-6/13/17 | 283-4005-441100 | \$ 174.14 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 4 | 5/14-6/13/17 | 283-4007-441100 | \$ 12.53 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 5 | 5/14-6/13/17 | 283-4008-441100 | \$ 124.51 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 6 | 5/14-6/13/17 | 010-2002-441100 | \$ 1.12 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 7 | 5/14-6/13/17 Equipment Purchase - Flonder | 283-4002-460180 | \$ 99.99 |
| | 580475682-00006 | 117-014311 | | 07/11/2017 | 8 | 5/14-6/13/17 Equipment Purchase | 283-4005-460180 | \$ 429.99 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|---|-----------------|-------------|
| [VENDOR] 9792 : TOTAL BUILDING SERVICE, INC. | 0046435-IN | I17-014159 | 17-001440 | 06/30/2017 | 1 | Preseason cleaning of locker rooms, restrooms, guard house, break areas. Cleaning to take place May 15, 16 & 17 | 283-4005-442930 | \$ 1,920.00 |
| [VENDOR] 9842 : AMERICAN ENGLISH | 02/09/17 | I17-013332 | 17-001324 | 07/17/2017 | 1 | 2017 Taste - Sun Aug 6, 7-9pm American English performance fee (balance due) | 010-9400-490220 | \$ 2,500.00 |
| [VENDOR] 9903 : STRATEGIC RESOURCES | 06/15/17 | I17-013763 | 17-001849 | 07/15/2017 | 1 | Musical Director for Broadway Memory Lane. Performance dates: July 23 and July 30, 2017. | 283-4002-490470 | \$ 740.00 |
| [VENDOR] 10045 : LBK, INC. | BSE-57488 | I17-013337 | 17-001180 | 07/16/2017 | 1 | 2017 Taste - Sat. Aug. 5 Band - 8-11pm | 010-9400-490220 | \$ 1,300.00 |
| [VENDOR] 10056 : LOWE'S COMPANIES, INC. | 02481 | I17-014180 | 17-000398 | 06/30/2017 | 1 | Faucet aerator/Liquid Plumr - Building maintenance | 010-1700-461300 | \$ 8.98 |
| | 02536 | I17-014181 | 17-000164 | 06/30/2017 | 1 | PVC cap/Plumbers' tape - Parks | 283-4003-461990 | \$ 18.80 |
| | 17638 | I17-014198 | 17-001722 | 07/03/2017 | 1 | Return of Flat White Rust | 010-5006-461100 | \$ -10.02 |
| | 02292 | I17-014199 | 17-001722 | 07/03/2017 | 1 | Foam tape, Mr. clean sponges, baking soda and white spray paint | 010-5006-461100 | \$ 18.72 |
| | 02292 | I17-014199 | 17-001722 | 07/03/2017 | 1 | Foam tape, Mr. clean sponges, baking soda and white spray paint | 010-5006-461990 | \$ 12.40 |
| | 02096 | I17-014200 | 17-000164 | 07/03/2017 | 1 | PVC coupling, kneeler, waterproof aqua orange wing wire connectors, PVC pipe | 283-4003-461990 | \$ 45.22 |
| | 01524 | I17-014201 | 17-001711 | 07/03/2017 | 1 | Part # 371963, 16 ft CDEK Beach House Grey | 283-4005-443500 | \$ 831.68 |
| | 01524 | I17-014201 | 17-001711 | 07/03/2017 | 2 | Part # 16967, 5 lb 1 5/8" 10 yr screw | 283-4005-443500 | \$ 36.06 |
| | 01524 | I17-014201 | 17-001711 | 07/03/2017 | 3 | Part # 444966, 4-4-16 Treated #2 grade | 283-4005-443500 | \$ 99.65 |
| | 01524 | I17-014201 | 17-001711 | 07/03/2017 | 4 | Part # 444956, 4-48 treated #2 grade | 283-4005-443500 | \$ 73.71 |
| | 02733 | I17-014202 | 17-000594 | 07/03/2017 | 1 | Wire, brass fittings, painters towels, granite shelf | 283-4005-461650 | \$ 238.66 |
| | 02141 | I17-014224 | 17-000164 | 07/06/2017 | 1 | Nylon cable ties | 283-4003-461990 | \$ 123.40 |
| | 2278933 | I17-014225 | 17-000398 | 07/06/2017 | 1 | General Supplies - Leader Hose, Stackables, 20 gallon tub | 010-1700-461300 | \$ 51.16 |
| | 2270618 | I17-014227 | 17-000398 | 07/07/2017 | 1 | Supplies for Family Changing Room at Sportsplex | 010-1700-461300 | \$ 37.42 |
| | 2354997 | I17-014228 | 17-000398 | 07/07/2017 | 1 | Screws & Awl | 010-1700-461300 | \$ 21.03 |
| | 2354997 | I17-014228 | 17-000398 | 07/07/2017 | 2 | Drill Bits | 010-1700-460170 | \$ 3.50 |
| | 2376168 | I17-014229 | 17-000164 | 07/07/2017 | 1 | Watering cans & cable ties | 283-4003-461990 | \$ 80.89 |
| | 2455043 | I17-014230 | 17-000398 | 07/07/2017 | 1 | Various tapes for stock | 010-1700-461300 | \$ 25.60 |
| | 2460815 | I17-014231 | 17-000398 | 07/07/2017 | 1 | Electrical supplies for Building maintenance | 010-1700-461200 | \$ 95.87 |
| | 2460815 | I17-014231 | 17-000398 | 07/07/2017 | 2 | Water Wand | 010-1700-461300 | \$ 8.98 |
| | 2462971 | I17-014233 | 17-000398 | 07/07/2017 | 1 | Grounding Plug | 010-1700-461200 | \$ 18.90 |
| | 2462971 | I17-014233 | 17-000398 | 07/07/2017 | 2 | Tension Springs | 010-1700-461300 | \$ 4.34 |
| | 2526521 | I17-014235 | 17-000398 | 07/07/2017 | 1 | Supplies for Village Hall Admin Cabinet | 010-1700-461300 | \$ 16.64 |
| | 10549342 | I17-014236 | 17-000164 | 07/07/2017 | 1 | Nylon Rope | 283-4003-461990 | \$ 8.53 |
| | 10549342 | I17-014236 | 17-000164 | 07/07/2017 | 2 | Fiberglass pipe & hammer | 283-4003-460170 | \$ 69.23 |
| | 2886342 | I17-014238 | 17-000398 | 07/07/2017 | 1 | Building supplies for Sportsplex Kids Room | 010-1700-461300 | \$ 77.49 |
| | 2873479 | I17-014239 | 17-000164 | 07/07/2017 | 1 | Bug Killer | 283-4003-461990 | \$ 18.95 |
| | 2873772 | I17-014240 | 17-000164 | 07/07/2017 | 1 | Remesh Sheet | 283-4003-461990 | \$ 21.51 |
| | 2978945 | I17-014242 | 17-000398 | 07/07/2017 | 1 | Electrical supplies for Village Hall lunchroom TV installation | 010-1700-461200 | \$ 51.02 |
| | 2243574 | I17-014411 | 17-000398 | 07/12/2017 | 1 | Phone cable for fax machine move | 010-1700-461200 | \$ 20.37 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|-----------------|------------|----------------|------------|---------|--|-----------------|-------------|
| | 2243574 | I17-014411 | 17-000398 | 07/12/2017 | 2 | Concession storm door closure | 010-1700-461300 | \$ 20.76 |
| | 2930767 | I17-014417 | 17-000398 | 07/12/2017 | 1 | JHC concession electrical supplies | 010-1700-461200 | \$ 17.06 |
| | 2930767 | I17-014417 | 17-000398 | 07/12/2017 | 2 | JHC concession building supplies | 010-1700-461300 | \$ 9.49 |
| [VENDOR] 10213 : CURRIE MOTORS | 107531 | I17-014276 | 17-000090 | 07/10/2017 | 1 | Spare Keys (6) | 010-5006-461800 | \$ 22.50 |
| | 107634 | I17-014435 | 17-000090 | 07/13/2017 | 1 | FY17 Auto and truck parts | 010-5006-461800 | \$ 56.55 |
| [VENDOR] 10344 : NESCI | 05/18/17 | I17-013575 | 17-001527 | 07/17/2017 | 1 | Cold Blooded Creatures for Ntl Night Out Against Crime | 010-7002-484700 | \$ 500.00 |
| [VENDOR] 10621 : PROSHRED SECURITY | 100091625 | I17-014441 | 17-000033 | 07/13/2017 | 1 | Shredding | 010-7002-432990 | \$ 135.00 |
| [VENDOR] 10622 : M J WORKS HOSE & FITTING LLC | 7085 | I17-014376 | 17-000040 | 07/12/2017 | 1 | Hose Assembly | 010-5006-461700 | \$ 173.44 |
| [VENDOR] 10733 : KOLLUM | 03/27/17 | I17-013547 | 17-001045 | 07/16/2017 | 1 | Taste 2017 Entertainment Balloons August 5, 2017 5-7pm | 010-9400-490220 | \$ 350.00 |
| [VENDOR] 10771 : STUDIO GC, INC. ARCHITECTS | 17020.01 | I17-014316 | 17-001727 | 07/11/2017 | 1 | Architectural Services for Bid specifications for women's locker room renovations at OPH&FC; recommend color scheme for interior painting of OPH&FC. | 283-4006-443100 | \$ 3,639.70 |
| [VENDOR] 11000 : HOMER INDUSTRIES, LLC | S102567 | I17-014266 | 17-001137 | 07/10/2017 | 1 | Playsoft - Wood play surface | 283-4003-461600 | \$ 1,272.00 |
| | S102941 | I17-014329 | 17-001137 | 07/11/2017 | 1 | Playsoft - Wood play surface | 283-4003-461600 | \$ 1,272.00 |
| | S104079 | I17-014455 | 17-001137 | 07/13/2017 | 1 | Playsoft - Wood play surface | 283-4003-461600 | \$ 1,272.00 |
| [VENDOR] 11063 : EV TECHNOLOGIES | 4140 | I17-014281 | 17-001770 | 07/10/2017 | 1 | Invoice # 4140 New Equipment for New Police Vehicle Unit 1458 | 010-7002-460180 | \$ 1,486.95 |
| | 4137 | I17-014326 | 17-001739 | 07/11/2017 | 1 | Invoice # 4137 Unit 1433 Item Coe 330104 F/S Signalmaster Control | 010-7002-443200 | \$ 174.95 |
| | 4137 | I17-014326 | 17-001739 | 07/11/2017 | 2 | Labor - Check Complaint of Intermittent Undesired Signalmaster Operation. Replaced Code 3 Control Head. | 010-7002-443200 | \$ 60.00 |
| [VENDOR] 11147 : EIS/ELEVATOR INSPECTION SERVICES, INC | 69221 | I17-014434 | 17-000196 | 07/13/2017 | 1 | Agreement for Elevator Inspection Services FY2017 | 010-2002-432930 | \$ 80.00 |
| [VENDOR] 11177 : CALL ONE | 1210222-1125796 | I17-014260 | | 07/10/2017 | 1 | 5/15-6/14 | 010-0000-441100 | \$ 4,352.26 |
| | 1210222-1125796 | I17-014260 | | 07/10/2017 | 2 | 5/15-6/14 | 031-6001-441100 | \$ 82.83 |
| | 1210222-1125796 | I17-014260 | | 07/10/2017 | 3 | 5/15-6/14 | 031-6002-441100 | \$ 662.02 |
| | 1210222-1125796 | I17-014260 | | 07/10/2017 | 4 | 5/15-6/14 | 031-6003-441100 | \$ 43.13 |
| | 1210222-1125796 | I17-014260 | | 07/10/2017 | 5 | 5/15-6/14 | 283-4001-441100 | \$ 441.77 |
| | 1210222-1125796 | I17-014260 | | 07/10/2017 | 6 | 5/15-6/14 | 283-4003-441100 | \$ 215.35 |
| | 1210222-1125796 | I17-014260 | | 07/10/2017 | 7 | 5/15-6/14 | 283-4005-441100 | \$ 276.16 |
| | 1210222-1125796 | I17-014260 | | 07/10/2017 | 8 | 5/15-6/14 | 283-4007-441100 | \$ 371.45 |
| [VENDOR] 11335 : CHC WELLBEING, INC. | C14056 | I17-014218 | 17-001845 | 07/06/2017 | 1 | Wellness Screenings - Remote | 092-0000-453700 | \$ 4,940.00 |
| | C14056 | I17-014218 | 17-001845 | 07/06/2017 | 2 | Wellness Screenings - Manual Results Submitted | 092-0000-453700 | \$ 170.00 |
| [VENDOR] 11401 : OAKBROOK MECHANICAL SERVICES INC. | 6484 | I17-014161 | 17-001969 | 06/30/2017 | 1 | Service Repair - labor hours. Several faults found due to "dirty power". Adjustments | 010-1700-443100 | \$ 1,200.00 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|---|----------------|------------|----------------|------------|---------|--|-----------------|--------------|
| [VENDOR] 11403 : CYLINDERS INCORPORATED | 41052 | 117-014162 | 17-001923 | 06/30/2017 | 1 | Reseal two snow plow cylinders and disassemble inspect large cylinder to determine if repairable. Delivery slip# 41052 | 010-5006-443200 | \$ 434.10 |
| [VENDOR] 11519 : DUNBAR ARMORED | 3998859 | 117-013527 | 17-000830 | 06/21/2017 | 1 | Armored transport for Finance. | 010-1400-442900 | \$ 89.29 |
| | 3998859 | 117-013527 | 17-000830 | 06/21/2017 | 2 | Armored transport for Water Billing. | 031-1400-442900 | \$ 89.29 |
| | 3998859 | 117-013527 | 17-000830 | 06/21/2017 | 3 | Armored transport for Recreation. | 283-4001-442900 | \$ 89.29 |
| | 3998859 | 117-013527 | 17-000830 | 06/21/2017 | 4 | Armored transport for Centennial Pool. | 283-4005-442900 | \$ 465.25 |
| | 3998859 | 117-013527 | 17-000830 | 06/21/2017 | 5 | Armored transport for Sportsplex. | 283-4007-442900 | \$ 267.87 |
| | 3998859 | 117-013527 | 17-000830 | 06/21/2017 | 6 | Armored transport for Health & Fitness Center. | 283-4006-432990 | \$ 125.80 |
| [VENDOR] 11697 : ENTERTAINMENT INDUSTRIES LLC | 03/23/17 | 117-014105 | 17-001388 | 07/15/2017 | 1 | DJ services for the Taste of Orland Park; Kids Day on 8/5. | 010-9400-490220 | \$ 360.00 |
| | 03/23/17 | 117-014105 | 17-001388 | 07/15/2017 | 2 | DJ services for the Taste of Orland Park; the Car Show on 8/6. | 010-9400-490220 | \$ 540.00 |
| | 05/23/17 | 117-014194 | 17-001615 | 06/30/2017 | 1 | DJ services for Wacky Wednesday July 13, 2017 11am-1pm FLC Ampitheater | 010-9450-442990 | \$ 200.00 |
| | 03/08/17 | 117-014195 | 17-001397 | 06/30/2017 | 1 | 2017 Fun in the Park June 13th 11am-1pm | 010-9450-442990 | \$ 200.00 |
| [VENDOR] 11754 : ELEMENT GRAPHICS AND DESIGN | 29 | 117-014471 | 17-001964 | 07/13/2017 | 1 | Invoice 29 Vinyl Graphics Kit and Installation on Unit 1424 | 010-7002-443200 | \$ 536.64 |
| [VENDOR] 12011 : HENDERSON PRODUCTS, INC. | 254760 | 117-014185 | 17-000929 | 06/30/2017 | 1 | Install body and equipment as per quote | 010-5006-470200 | \$ 72,051.00 |
| | 25479 | 117-014186 | 17-000929 | 06/30/2017 | 1 | Install body and equipment as per quote | 010-5006-470200 | \$ 72,051.00 |
| [VENDOR] 12288 : MACCARB, INC. | 202A-023727 | 117-014391 | 17-000616 | 07/12/2017 | 1 | CO2 for CPAC water treatment | 283-4005-462500 | \$ 468.29 |
| [VENDOR] 12311 : POLICEBIKESTORE.COM | 113172 | 117-014408 | 17-001450 | 07/12/2017 | 1 | Bushwacker trunk bag - POLICE, item #trunk-bag | 010-7002-460180 | \$ 400.00 |
| | 113172 | 117-014408 | 17-001450 | 07/12/2017 | 2 | bell slant helmet - black with Police, item #c3sports-short-gloves | 010-7002-460180 | \$ 360.00 |
| | 113172 | 117-014408 | 17-001450 | 07/12/2017 | 3 | C3Sports Short Finger Gloves with Police - Large | 010-7002-460180 | \$ 96.00 |
| | 113172 | 117-014408 | 17-001450 | 07/12/2017 | 4 | freight/shipping | 010-7002-460180 | \$ 19.95 |
| [VENDOR] 12373 : PERFORMANCE CHEMICAL | 212640 | 117-014464 | 17-001653 | 07/13/2017 | 1 | Stout Tidy Girl Plastic feminine hygiene disposal bag dispenser gray | 010-1700-461300 | \$ 420.00 |
| | 212640 | 117-014464 | 17-001653 | 07/13/2017 | 2 | Stout tidy girl feminine hygiene disposable bags 150/case | 010-1700-460150 | \$ 406.00 |
| [VENDOR] 12483 : SCHAAF EQUIPMENT COMPANY | 1000049892 | 117-014476 | 17-000104 | 07/13/2017 | 1 | Equipment parts | 010-5006-461700 | \$ 35.60 |
| [VENDOR] 12496 : PRECISE MOBILE RESOURCE MANAGEMENT | IN200-1013001 | 117-013963 | 17-000169 | 07/15/2017 | 1 | Monthly airtime for PACE - May | 010-5003-442850 | \$ 44.19 |
| | IN200-1013001 | 117-013963 | 17-000169 | 07/15/2017 | 2 | Monthly airtime for Village/Contract snow fighter units - May | 010-5006-442850 | \$ 489.62 |
| | IN200-1013001 | 117-013963 | 17-000169 | 07/15/2017 | 3 | Monthly airtime for Utilities - May | 031-6001-442850 | \$ 123.72 |
| [VENDOR] 12518 : DOST VALUATION GROUP, LTD. | 1299 | 117-014103 | 17-001880 | 06/30/2017 | 1 | Appraisal Services - PTAB Appeal Intervention - Palos Health & Fitness Center | 010-0000-432100 | \$ 132.32 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|---|----------------|------------|----------------|------------|---------|---|-----------------|--------------|
| [VENDOR] 12635 : CHICAGO PARTS & SOUND | 30IC013360 | I17-014436 | 17-000089 | 07/13/2017 | 1 | FY17 Auto and truck parts | 010-5006-461800 | \$ 134.68 |
| | 30IC014800 | I17-014472 | 17-000089 | 07/13/2017 | 1 | FY17 Auto and truck parts | 010-5006-461800 | \$ 48.95 |
| [VENDOR] 12736 : MINERAL MASTERS | 00039674 | I17-014389 | 17-000608 | 07/12/2017 | 1 | \$1.17 per gallon sodium hypochlorite - delivered | 283-4005-462500 | \$ 1,228.50 |
| [VENDOR] 12754 : MCCANN INDUSTRIES, INC. | 02183373 | I17-014158 | 17-001775 | 06/30/2017 | 1 | AC100+ GOLD 10oz QUICKSHOT 12/BOX | 283-4005-461650 | \$ 108.90 |
| | 02183373 | I17-014158 | 17-001775 | 06/30/2017 | 2 | NOZZLE FOR 28oz AC100+ GOLD 24/CARTON | 283-4005-461650 | \$ 15.80 |
| | 02183373 | I17-014158 | 17-001775 | 06/30/2017 | 3 | Surcharge for delivery | 283-4005-461650 | \$ 24.95 |
| [VENDOR] 12792 : UPBEAT SITE FURNISHINGS | 590800 | I17-014268 | 17-001329 | 07/10/2017 | 1 | Newcastle 6' Contour Bench LNC-6. Blue seat/black frame. | 283-4005-460180 | \$ 995.00 |
| | 590800 | I17-014268 | 17-001329 | 07/10/2017 | 2 | Square Expanded Steel 3 Seat ADA Table, surface mount | 283-4005-460180 | \$ 875.00 |
| | 590800 | I17-014268 | 17-001329 | 07/10/2017 | 3 | Shipping | 283-4005-460180 | \$ 153.16 |
| [VENDOR] 12811 : GAME TRUCK | 6679 | I17-013570 | 17-001837 | 07/17/2017 | 1 | Entertainment for Kid's Day 2017 1-5pm Saturday, Aug. 5, 2017 | 010-9400-490220 | \$ 699.00 |
| [VENDOR] 12815 : RR LANDSCAPE SUPPLY | 102060 | I17-014317 | 17-000867 | 07/11/2017 | 1 | Bluegrass Blend Sod, Landscape Rake | 031-6002-463300 | \$ 54.65 |
| [VENDOR] 12819 : SARAH'S PONY RIDES | 03/27/17 | I17-011618 | 17-001046 | 07/17/2017 | 1 | Final payment for Kid's Day Taste 2017. Pony Rides 1-5pm August 5, 2017. | 010-9400-490220 | \$ 475.00 |
| [VENDOR] 12996 : H. W. LOCHNER | 11504-10 | I17-014217 | 16-000775 | 07/06/2017 | 1 | 104th Avenue Multi-Use Path (163rd to 159th) - Phase I Engineering Design Services - 5/27 to 6/23 | 023-0000-470700 | \$ 4,976.96 |
| [VENDOR] 13099 : SONDERGAARD | 5047 | I17-014371 | 17-001560 | 07/12/2017 | 1 | 4 x 8 one sided banner with grommets Youth Basketball League | 283-4007-490400 | \$ 250.00 |
| | 5047 | I17-014371 | 17-001560 | 07/12/2017 | 2 | Mayor Name Change Sticker | 283-4007-490400 | \$ 15.00 |
| | 5046 | I17-014372 | 17-001503 | 07/12/2017 | 1 | Sponsorship banner for Sportsplex gym curtain | 283-4007-460140 | \$ 125.00 |
| | 5044 | I17-014373 | 17-001236 | 07/12/2017 | 1 | Banner stickers | 283-4007-460140 | \$ 30.00 |
| | 5043-B | I17-014374 | 17-000476 | 07/12/2017 | 1 | Banners for Sportsplex membership promotions | 283-4007-460140 | \$ 250.00 |
| [VENDOR] 13131 : WILL COOK ACE HARDWARE | 57833/1 | I17-014416 | 17-001900 | 07/12/2017 | 1 | Notebook Steno 80CT 6x9 | 010-1700-460100 | \$ 9.54 |
| [VENDOR] 13140 : V3 CONSTRUCTION GROUP, LTD | 1 | I17-014249 | 17-001375 | 07/07/2017 | 1 | Removal of one fallen and one dead Willow tree at Arbor Ridge Pond | 031-6007-443500 | \$ 3,175.00 |
| | 2 | I17-014250 | 16-003068 | 07/07/2017 | 1 | Triangle Pond Vegetation Removal to include tree clearing, vegetation removal and herbicide application - 1 event | 031-6007-443500 | \$ 650.00 |
| | 4 | I17-014251 | 16-003260 | 07/10/2017 | 1 | Ref #: B16-098 - Stabilization and native restoration of Park Hill Pond West (550LF) | 031-6007-443500 | \$ 18,200.00 |
| | 4 | I17-014251 | 16-003260 | 07/10/2017 | 2 | Park Hill Pond East (280LF) | 031-6007-443500 | \$ 5,040.00 |
| | 3 | I17-014252 | 16-002539 | 07/10/2017 | 1 | Plug installation complete | 031-6007-443500 | \$ 1,050.00 |
| | 3 | I17-014252 | 16-002539 | 07/10/2017 | 2 | Irrigation | 031-6007-443500 | \$ 210.00 |
| | 14 | I17-014253 | 15-001312 | 07/10/2017 | 1 | 2015 Stewardship Management of Imperial Lane Pond | 031-6007-443500 | \$ 1,000.00 |
| | 2 | I17-014254 | 17-001337 | 07/10/2017 | 1 | Anthony Pond (Site id 20-07)- Weed control | 031-6007-443500 | \$ 15,755.00 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|---|----------------|------------|----------------|------------|---------|--|-----------------|---------------|
| | 2 | 117-014254 | 17-001337 | 07/10/2017 | 2 | @\$790 x 5/yr, Plug planting @\$14,965 and Mowing (2017) @ \$500 Legend Trail Pond (site id 03-11)- Weed control (2017) @ \$790.00 x 5/yr | 031-6007-443500 | \$ 790.00 |
| | 2 | 117-014254 | 17-001337 | 07/10/2017 | 3 | Tallgrass Pond (site id 03-10) - Weed control (2017) @ \$790 x 5/yr | 031-6007-443500 | \$ 790.00 |
| [VENDOR] 13310 : MARATHON SPORTSWEAR, INC. | 11487 | 117-014130 | 17-001680 | 07/15/2017 | 1 | Port Authority K575 short sleeve black shirts with embroidered village logo. 10 small, 15 medium, 10 large | 283-4001-460190 | \$ 609.00 |
| | 11487 | 117-014130 | 17-001680 | 07/15/2017 | 2 | Set-up | 283-4001-460190 | \$ 50.00 |
| | 11487 | 117-014130 | 17-001680 | 07/15/2017 | 3 | Shipping | 283-4001-460190 | \$ 12.82 |
| [VENDOR] 13315 : BIO-TRON, INC. | 37301 | 117-014259 | 17-001600 | 07/10/2017 | 1 | 8900-0801-01 Zoll Adult STAT PADZ II | 010-7002-460290 | \$ 177.00 |
| | 37301 | 117-014259 | 17-001600 | 07/10/2017 | 2 | T00AC Physio Lifepak 500 Adult Pads | 010-7002-460290 | \$ 160.00 |
| | 37301 | 117-014259 | 17-001600 | 07/10/2017 | 3 | 11141-0001568 Lifepak 500 Lithium Battery | 010-7002-460290 | \$ 570.00 |
| | 37301 | 117-014259 | 17-001600 | 07/10/2017 | 4 | 11403-000002 Physio CR Pads/Battery Kit | 010-7002-460290 | \$ 95.00 |
| [VENDOR] 13334 : WALKER WILCOX MATOUSEK LLC | 122306 | 117-014152 | 17-001960 | 06/30/2017 | 1 | Legal Fees - 159th & LaGrange Road Intersection Project | 054-0000-484800 | \$ 620.00 |
| | 120574 | 117-014153 | 17-001960 | 06/30/2017 | 1 | Legal Fees - 159th & LaGrange Road Intersection Project | 054-0000-484800 | \$ 667.50 |
| [VENDOR] 13345 : GATSO USA | 2017-855 | 117-013752 | | 07/16/2017 | 1 | Paid citations - May 2017 | 010-0000-372300 | \$ 288.00 |
| [VENDOR] 13359 : STEINER ELECTRIC COMPANY | S005719746.001 | 117-014149 | 17-000541 | 06/30/2017 | 1 | Electrical supplies - Building Maintenance | 010-1700-461200 | \$ 186.00 |
| | S005718558.002 | 117-014169 | 17-000541 | 06/30/2017 | 1 | Electrical supplies - Building Maintenance | 010-1700-461200 | \$ 306.54 |
| | S005740274.001 | 117-014173 | 17-000541 | 06/30/2017 | 1 | Electrical supplies - Building Maintenance | 010-1700-461200 | \$ 85.50 |
| | S005727677.001 | 117-014261 | 17-000541 | 07/10/2017 | 1 | Electrical supplies - Building Maintenance | 010-1700-461200 | \$ 122.43 |
| [VENDOR] 13566 : CHICAGO TRIBUNE MEDIA GROUP | 003297006 | 117-014328 | 17-001985 | 07/11/2017 | 1 | ITB 17-025 Tile Installation - FLC (6/9/17 #5010396) | 010-1700-442300 | \$ 90.52 |
| [VENDOR] 13651 : RUSSO POWER EQUIPMENT CO. | 4118154 | 117-013667 | 17-000713 | 06/23/2017 | 1 | Forestry Equipment | 010-5002-460180 | \$ 155.52 |
| | 4118160 | 117-013668 | 17-000713 | 06/23/2017 | 1 | Forestry Equipment | 010-5002-460180 | \$ 143.90 |
| [VENDOR] 13678 : 7TH HEAVEN | BSE-55819 | 117-013338 | 17-001278 | 07/16/2017 | 1 | 2017 Taste - Sat. Aug. 5 - 8:30-11pm 7th Heaven performance | 010-9400-490220 | \$ 5,400.00 |
| [VENDOR] 13714 : CONTROL TECHNOLOGY & SOLUTIONS LLC | 1 | 117-014222 | 17-001712 | 07/06/2017 | 1 | Dehumidification unit replacement at the OPH&FC | 010-1700-443200 | \$ 55,346.00 |
| | 1 | 117-014223 | 17-001730 | 07/06/2017 | 1 | Facility Lighting Upgrades 2017 T12 to T8. Civic Center; Village Hall and Franklin Loebe Center. | 010-1700-443100 | \$ 179,010.00 |
| | 1 | 117-014415 | 17-001996 | 07/12/2017 | 1 | Sportsplex Domestic Hot Water Upgrades and Shower Renovations in women's, men's, and family changing rooms(revised scope of work). | 010-1700-443100 | \$ 475,407.00 |
| [VENDOR] 13778 : MORTON SALT INC. | 5401350466 | 117-014063 | 17-000967 | 07/15/2017 | 1 | Salt | 010-5002-462600 | \$ 3,728.89 |
| | 5401343873 | 117-014423 | 17-000967 | 07/12/2017 | 1 | Annual Salt Purchase for 2017 Road Deicing. | 010-5002-462600 | \$ 6,765.15 |
| [VENDOR] 13793 : SUBURBAN TRUCK PARTS | 45488 | 117-014127 | 17-000160 | 06/30/2017 | 1 | Equipment filters | 010-5006-461700 | \$ 72.42 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|--|-----------------|-------------|
| | 39764 | I17-014197 | 17-000160 | 06/30/2017 | 1 | Old credit never taken | 010-5006-461800 | \$ -160.00 |
| [VENDOR] 13859 : PET SUPPLIES PLUS | 06/09/2017 | I17-014395 | 17-001776 | 07/12/2017 | 1 | Invoice 6-9-17, Full Service Bather/spa package | 010-7002-460200 | \$ 50.00 |
| [VENDOR] 13884 : ONE UP SIGNS, LLC | 2017-13102 | I17-014045 | 17-000742 | 06/29/2017 | 1 | Signs for Village Buildings | 010-1700-461500 | \$ 20.00 |
| [VENDOR] 13904 : GFS STORE | 768134409 | I17-014164 | 17-001924 | 06/30/2017 | 1 | Food supplies for before camp, day camp summer 2017. | 283-4002-490400 | \$ 88.11 |
| | 768133904 | I17-014165 | 17-001913 | 06/30/2017 | 1 | Day camp supplies - Adventurers Day Camp, summer 2017. | 283-4002-490400 | \$ 150.65 |
| [VENDOR] 13934 : XTREME COVER BANDS | 04/11/17 | I17-013336 | 17-001305 | 07/16/2017 | 1 | 2017 Taste of Orland Park. Sat. Aug. 5, 4:30-7pm performance | 010-9400-490220 | \$ 1,850.00 |
| [VENDOR] 13935 : SIXTEEN CANDLES ENT. LLC | 01/10/17 | I17-013333 | 17-001277 | 07/16/2017 | 1 | 2017 Taste - Fri. Aug. 4 - 8:30-11pm - Sixteen Candles band performance | 010-9400-490220 | \$ 5,750.00 |
| [VENDOR] 13975 : GALLAI | 06/15/17 | I17-013761 | 17-001851 | 07/15/2017 | 1 | Musician for Broadway Memory Lane. Production dates: July 23 and July 30, 2017 | 283-4002-490470 | \$ 140.00 |
| [VENDOR] 14014 : TRI-TECH ELECTRIC, INC | 15996 | I17-014187 | 17-001694 | 06/30/2017 | 1 | Illuminated sign panel for southbound Lagrange Road identifying Southmoor entrance along with Sandburg High School | 010-5002-461500 | \$ 2,075.00 |
| [VENDOR] 14015 : SOLUTION 3 GRAPHICS | 116449I | I17-014375 | 17-001611 | 07/12/2017 | 1 | Estimate #124173, Police Car Stress Keychain, item #LKC-PC15 | 010-7002-460210 | \$ 412.50 |
| | 116449I | I17-014375 | 17-001611 | 07/12/2017 | 2 | set up charge | 010-7002-460210 | \$ 35.00 |
| | 116449I | I17-014375 | 17-001611 | 07/12/2017 | 3 | shipping | 010-7002-460210 | \$ 25.00 |
| | 116450I | I17-014377 | 17-001609 | 07/12/2017 | 1 | Estimate 124172, Policeman Stress Figure item #LCC-PM06 | 010-7002-484700 | \$ 637.50 |
| | 116450I | I17-014377 | 17-001609 | 07/12/2017 | 2 | set up charge | 010-7002-484700 | \$ 35.00 |
| | 116450I | I17-014377 | 17-001609 | 07/12/2017 | 3 | shipping | 010-7002-484700 | \$ 25.00 |
| | 116446I | I17-014379 | 17-001708 | 07/12/2017 | 1 | Estimate 12433, hackysak patriotic USA flag kickball, navy blue | 010-7002-460220 | \$ 254.25 |
| | 116446I | I17-014379 | 17-001708 | 07/12/2017 | 2 | factory set up | 010-7002-460220 | \$ 45.00 |
| | 116446I | I17-014379 | 17-001708 | 07/12/2017 | 3 | shipping | 010-7002-460220 | \$ 25.00 |
| | 116447I | I17-014380 | 17-001702 | 07/12/2017 | 1 | estimate #124234, Bike water bottles, The Omni item # WB20, 20 ounce, | 010-7002-460220 | \$ 160.00 |
| | 116447I | I17-014380 | 17-001702 | 07/12/2017 | 2 | set up | 010-7002-460220 | \$ 45.00 |
| | 116447I | I17-014380 | 17-001702 | 07/12/2017 | 3 | shipping | 010-7002-460220 | \$ 54.00 |
| | 116451I | I17-014381 | 17-001610 | 07/12/2017 | 1 | Officer Smiley Pens, item 55057, black imprint | 010-7002-460210 | \$ 325.00 |
| | 116451I | I17-014381 | 17-001610 | 07/12/2017 | 2 | shipping | 010-7002-460210 | \$ 17.60 |
| | 116448I | I17-014384 | 17-001701 | 07/12/2017 | 1 | Estimate #124232, Frisbee 9 inch flyer 9 X 9 , item #FIY-9 Medium blue)PMS 300) | 010-7002-460220 | \$ 160.00 |
| | 116448I | I17-014384 | 17-001701 | 07/12/2017 | 2 | set up | 010-7002-460220 | \$ 45.00 |
| | 116448I | I17-014384 | 17-001701 | 07/12/2017 | 3 | shipping | 010-7002-460220 | \$ 56.00 |
| [VENDOR] 14048 : ROY ERIKSON OUTDOOR MAINTENANCE, INC. | 07-24953 | I17-014106 | 17-001920 | 07/15/2017 | 1 | Lawn care at 8751 Robinhood Drive on 06/17/17 | 010-2002-442210 | \$ 297.00 |
| [VENDOR] 14068 : THE COP FIRE SHOP | 113447 | I17-014431 | 17-001536 | 07/13/2017 | 1 | Item number 4010 Zip up sweater | 010-7002-460190 | \$ 40.00 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|---|-----------------|-----------------|
| | 113447 | I17-014431 | 17-001536 | 07/13/2017 | 2 | Item number 6505 Belt | 010-7002-460190 | \$ 25.00 |
| | 113447 | I17-014431 | 17-001536 | 07/13/2017 | 3 | Shorten Sleeves | 010-7002-460190 | \$ 12.00 |
| | 113446 | I17-014433 | 17-001270 | 07/13/2017 | 1 | Item number 152R6625 Women's light blue shirts | 010-7002-460190 | \$ 135.00 |
| | 113446 | I17-014433 | 17-001270 | 07/13/2017 | 2 | Shorten sleeves on each shirt | 010-7002-460190 | \$ 24.00 |
| [VENDOR] 14193 : PETROLEUM TRADERS CORPORATION | 1143601 | I17-014061 | 17-000071 | 07/15/2017 | 1 | Gas and diesel fuel purchases - June | 010-5006-462100 | \$ 13,327.55 |
| [VENDOR] 14206 : SKYHAWKS CHICAGO GREAT LAKES | 177018056R4 | I17-014073 | 17-001813 | 07/15/2017 | 1 | Tiny Hawk - 6/12-6/16/17 | 283-4007-490200 | \$ 309.75 |
| | 177018056R3 | I17-014074 | 17-001813 | 07/15/2017 | 1 | Mini-Hawk camp - 6/12-6/16/17 | 283-4007-490200 | \$ 1,160.25 |
| | 177018056R2 | I17-014075 | 17-001813 | 07/15/2017 | 1 | Basketball camp - 6/7-6/9/17 | 283-4007-490200 | \$ 1,707.75 |
| | 177018056R6 | I17-014166 | 17-001813 | 06/30/2017 | 1 | Tiny Hawk camp - 6/12-6/16/17 | 283-4007-490200 | \$ 309.75 |
| | 177018057R1 | I17-014167 | 17-001813 | 06/30/2017 | 1 | Preschool Skyhawks League - June pgm 82275 | 283-4007-490200 | \$ 1,339.50 |
| | 177018057R1-2 | I17-014168 | 17-001813 | 06/30/2017 | 1 | Preschool Skyhawks League - June pgm 82276 | 283-4007-490200 | \$ 1,551.00 |
| [VENDOR] 14245 : DYER CONSTRUCTION COMPANY, INC. | 2 | I17-013923 | 17-001477 | 06/28/2017 | 1 | Parkview Stage 2 Storm Water Improvements - 5/1-5/31/17 | 031-6007-470500 | \$ 1,069,368.72 |
| [VENDOR] 14248 : INTEGRITY SIGN COMPANY | 82587 | I17-014080 | 17-001824 | 06/29/2017 | 1 | Removal and replacement of outdated lettering/information on 159th Street Entryway Sign. | 010-5002-461500 | \$ 300.00 |
| [VENDOR] 14269 : SEMMER LANDSCAPE LLC | 4042 | I17-014212 | 17-001590 | 07/06/2017 | 1 | Mowing of Village Parks for 2017 | 283-4003-443510 | \$ 35,848.40 |
| | 4042 | I17-014212 | 17-001590 | 07/06/2017 | 2 | Mowing at Village ponds for 2017 | 031-6007-443510 | \$ 20,066.51 |
| | 4043 | I17-014213 | 17-001576 | 07/06/2017 | 1 | Mowing at Village buildings for 2017 | 010-1700-443510 | \$ 2,970.92 |
| | 4043 | I17-014213 | 17-001576 | 07/06/2017 | 2 | Mowing at Metra stations for 2017 | 026-0000-443510 | \$ 1,257.00 |
| | 4043 | I17-014213 | 17-001576 | 07/06/2017 | 3 | Mowing at Metra Triangle pond and parking deck site for 2017 | 282-0000-443500 | \$ 85.92 |
| | 4043 | I17-014213 | 17-001576 | 07/06/2017 | 4 | Mowing of Village Properties (ROW) for 2017 | 010-5002-443510 | \$ 6,299.66 |
| [VENDOR] 14282 : PAULSON PRESS, INC. | 17-0507 | I17-014081 | 17-001816 | 07/15/2017 | 1 | Summer 2017 Public | 010-1201-460140 | \$ 10,100.00 |
| [VENDOR] 14286 : WOODWARD PRINTING SERVICES | 44342 | I17-014160 | 17-001817 | 06/30/2017 | 1 | Printing of 10,000 Summer Senior Program Guides 2017 48 page (4pg cover, 36 pg. body + 8 pg insert) 8.125"x10.58", 80# Matte cover, 80# matte text insert 4/4; 50# offset body, 4/c throughout. Proof, Print, Stitch, Inkjet, Ship 8,250 to Orland Park Postmaster with remaining 1,750 to Recreation Administration, 14600 Ravinia Avenue. | 283-4001-460140 | \$ 4,701.00 |
| [VENDOR] 14303 : JEFF PHILIPPE | BSE-57703 | I17-013339 | 17-001307 | 07/16/2017 | 1 | 2017 Taste - Sun. Aug. 6 from 1-3pm performance fee- The Fortunate Sons | 010-9400-490220 | \$ 1,600.00 |
| [VENDOR] 14306 : ROD TUFFCURLS & THE BENCH PRESS | BSE-57747 | I17-013489 | 17-001297 | 07/16/2017 | 1 | 2017 Centennial Park West Labor Day concert Sept. 3 - 5-7pm performance | 010-9450-442990 | \$ 4,050.00 |
| [VENDOR] 14307 : FRANK STEPHEN CSERVENYAK III | BSE-57748 | I17-013334 | 17-001279 | 07/16/2017 | 1 | 2017 Taste - Aug 4 - 5-7:30pm performance - Stephen Neal Band | 010-9400-490220 | \$ 1,800.00 |
| [VENDOR] 14308 : FRANK CANINO | BSE-57749 | I17-013335 | 17-001301 | 07/16/2017 | 1 | 2017 Taste - Sat. Aug 5 - 1:30-3:30pm - Rosie & the Rivets performance | 010-9400-490220 | \$ 1,000.00 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|---|----------------|------------|----------------|------------|---------|--|-----------------|---------------------|
| [VENDOR] 14309 : SKYE ENTERTAINMENT GROUP LTD | BSE-57750 | I17-013340 | 17-001300 | 07/16/2017 | 1 | 2017 Taste - Sun. Aug. 6 - 4-6pm 28 Days Band performance | 010-9400-490220 | \$ 1,000.00 |
| [VENDOR] 14311 : DIGITAL MEMORIES | 04/19/17 | I17-012205 | 17-001314 | 07/17/2017 | 1 | Photobooth for Taste of Orland, Aug. 5, 2017 1-5pm. Balance | 010-9400-490220 | \$ 400.00 |
| [VENDOR] 14314 : LANDSCAPE FORMS, INC. | 0000093148 | I17-014142 | 17-001637 | 06/30/2017 | 1 | Arcata backless bench middle board with special hardware-Driftwood Polysite. For use on benches shipped before 5/21/08 | 010-1700-461700 | \$ 2,125.00 |
| | 0000093148 | I17-014142 | 17-001637 | 06/30/2017 | 2 | Arcata bench board with hardware - Driftwood Polysite. For use on benches shipped before 5/21/08 | 010-1700-461700 | \$ 1,020.00 |
| | 0000093148 | I17-014142 | 17-001637 | 06/30/2017 | 3 | Shipping | 010-1700-461700 | \$ 195.00 |
| [VENDOR] 14330 : FILOTTO CONSTRUCTION, INC. | 17-27 | I17-014182 | 17-001601 | 07/16/2017 | 1 | Roof Replacement at Parks Administration building | 010-1700-443100 | \$ 10,265.00 |
| | 17-27 | I17-014182 | 17-001601 | 07/16/2017 | 2 | Roof Replacement at Doogan Park Pavilion | 283-4003-443100 | \$ 8,915.00 |
| | 17-27 | I17-014182 | 17-001601 | 07/16/2017 | 3 | Roof replacement at Schussler Park Pavilion | 283-4003-443100 | \$ 8,250.00 |
| | 17-27 | I17-014182 | 17-001601 | 07/16/2017 | 4 | Roof Replacement @ Deer Point Estates Park Pavilion | 283-4003-443100 | \$ 5,760.00 |
| [VENDOR] 14363 : BLACK AND WHITE MUSIC SERVICES, INC. | 0000001 | I17-014403 | 17-001825 | 07/12/2017 | 1 | Blanket PO for Guitar Teacher 2017 | 283-4002-490200 | \$ 682.00 |
| [VENDOR] 3333333.2030 : DON MCINTURFF | 06/29/2017 | I17-014144 | | 06/30/2017 | 1 | Reimbursement to resident for Plumber's invoice | 031-6002-432990 | \$ 728.00 |
| [VENDOR] 3333333.2031 : ELISA PEREZ | 06/30/2017 | I17-014145 | | 06/30/2017 | 1 | Perez \$556.25 Security Deposit Refund (\$500 Sec. Dep. + \$56.25 Refund, Lower Head Count) | 021-0000-373900 | \$ 556.25 |
| [VENDOR] 3333333.2032 : KARINA CASTILLO | 06302017 | I17-014146 | | 06/30/2017 | 1 | Perez June 24th, 2017, \$200 Security Deposit Refund | 021-0000-373900 | \$ 200.00 |
| [VENDOR] 3333333.2033 : JOLANIA DELAFOSSE | 06302017 | I17-014151 | | 06/30/2017 | 1 | Delafosse, June 25th, 2017, \$200 Security Deposit Refund. | 021-0000-373900 | \$ 200.00 |
| [VENDOR] 3333333.2034 : JENNIE LAPE | 20170707 | I17-014245 | | 07/07/2017 | 1 | Put \$25 in value card machine, did not get value card. Balance Metra Bag on 7/7/17 and was over \$25 | 026-0000-322930 | \$ 25.00 |
| [VENDOR] 3333333.2035 : MICHAEL DIERKES | 20170707 | I17-014246 | | 07/07/2017 | 1 | inserted \$20 in value card machine and received an invalid receipt | 026-0000-322930 | \$ 20.00 |
| GRAND TOTAL (Excluding Retainage) : | | | | | | | \$ | 4,338,925.18 |

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|-----------------------|----------------|------------------------|
| RETAINAGE WITHHELD FOR INVOICE | 2 | 117-013923 | 17-001477 | 06/28/2017 | | | | \$ -106,936.87 |
| RETAINAGE TOTAL : | | | | | | | | \$ -106,936.87 |
| GRAND TOTAL (Including Retainage) : | | | | | | | | \$ 4,231,988.31 |

**Village of Orland Park
Open Item Listing**

Run Date: 07/13/2017 User: sschueler

Status: POSTED Due Date: 07/14/2017
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Payroll - Auto Pay Created By: All

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|---|-----------------|----------------------|
| [VENDOR] 3925 : ILLINOIS DEPARTMENT OF REVENUE | 07/14/2017 | 117-014363 | | 07/14/2017 | 1 | State Tax Withholdings 7/14/2017 | 010-0000-215101 | \$ 57,837.97 |
| [VENDOR] 8489 : UNITED STATES TREASURY | 07/14/2017 | 117-014368 | | 07/14/2017 | 1 | Federal Tax Withholdings 7/14/2017 | 010-0000-215100 | \$ 167,489.50 |
| | 07/14/2017 | 117-014368 | | 07/14/2017 | 2 | Social Security Tax Withholdings 7/14/2017 | 010-0000-215102 | \$ 111,068.52 |
| | 07/14/2017 | 117-014368 | | 07/14/2017 | 3 | Medicare Tax Withholdings 7/14/2017 | 010-0000-215103 | \$ 37,720.38 |
| [VENDOR] 13507 : EXPERT PAY | 07/14/2017 | 117-014360 | | 07/14/2017 | 1 | ExpertPay 7/14/2017 EE Support Payments SDU | 010-0000-210110 | \$ 11,795.36 |
| [VENDOR] 13657 : BMO HARRIS BANK N.A. | 07/14/2017 | 117-014362 | | 07/14/2017 | 1 | Flexible Spending EE Contributions Transfer Confirmation 7/14/2017 | 010-0000-210107 | \$ 1,974.00 |
| GRAND TOTAL : | | | | | | | | \$ 387,885.73 |

**Village of Orland Park
Open Item Listing**

Run Date: 07/13/2017 User: sschueler

Status: POSTED Due Date: 07/17/2017
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Payroll - Auto Pay Created By: All

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|--|----------------|------------|----------------|------------|---------|--|-----------------|----------------------|
| [VENDOR] 1398 : ILLINOIS MUNICIPAL RETIREMENT FUND | 20170705 | 117-014210 | | 07/07/2017 | 1 | Monthly IMRF Payment June 2017 Village and Library ER/EE Contributions | 010-0000-130800 | \$ 24,733.61 |
| | 20170705 | 117-014210 | | 07/07/2017 | 1 | Monthly IMRF Payment June 2017 Village and Library ER/EE Contributions | 010-0000-210102 | \$ 308,897.84 |
| | 20170705 | 117-014210 | | 07/07/2017 | 1 | Monthly IMRF Payment June 2017 Village and Library ER/EE Contributions | 010-0000-210124 | \$ 27,132.69 |
| | 20170705 | 117-014211 | | 07/07/2017 | 1 | IMRF Advice #201715505 Payment June 2017 | 010-0000-130800 | \$ 0.00 |
| | 20170705 | 117-014211 | | 07/07/2017 | 1 | IMRF Advice #201715505 Payment June 2017 | 010-0000-210102 | \$ 182.00 |
| | 20170705 | 117-014211 | | 07/07/2017 | 1 | IMRF Advice #201715505 Payment June 2017 | 010-0000-210124 | \$ 0.00 |
| GRAND TOTAL : | | | | | | | | \$ 360,946.14 |

**Village of Orland Park
Open Item Listing**

Run Date: 07/13/2017 User: sschueler

Status: POSTED Due Date: 07/17/2017
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Auto Pay (Wire) Created By: All

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | | Amount |
|-----------------------------------|-----------------------|----------------|-----------------------|-----------------|----------------|------------------------------|-----------------------|-----------|-----------------|
| [VENDOR] 1593 : NEOPOST USA, INC. | 06/22/2017 | 117-014248 | | 07/07/2017 | 1 | Postage | 010-0000-150110 | \$ | 4,000.00 |
| GRAND TOTAL : | | | | | | | | \$ | 4,000.00 |

**Village of Orland Park
Open Item Listing**

Run Date: 07/13/2017 User: sschueler

Status: POSTED Due Date: 07/17/2017
Bank Account: BMO Harris Bank-Federal Forfeiture
Invoice Type: All Created By: All

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | | Amount |
|--|-----------------------|----------------|-----------------------|-----------------|----------------|--|-----------------------|-----------|---------------|
| [VENDOR] 12733 : TRITAYLOR | 1184 | 117-014385 | 17-001768 | 07/12/2017 | 1 | Invoice 1184, Black Vest Carrier- J. Basinski/E. Hannafin/T. Lorek/K. Macejack | 027-2900-460180 | \$ | 740.00 |
| [VENDOR] 14214 : R.E. WALSH & ASSOCIATES, INC. | 23167 | 117-014267 | 17-001756 | 07/10/2017 | 1 | Invoice 23167, Fingerprint Identification 2017-73693 | 027-2900-432990 | \$ | 250.00 |
| GRAND TOTAL : | | | | | | | | \$ | 990.00 |

**Village of Orland Park
Open Item Listing**

Run Date: 07/13/2017 User: sschueler

Status: POSTED Due Date: 07/17/2017
Bank Account: BMO Harris Bank-Open Lands
Invoice Type: All Created By: All

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | | Amount |
|------------------------------------|-----------------------|----------------|-----------------------|-----------------|----------------|------------------------------|-----------------------|-----------|---------------|
| [VENDOR] 1601 : NICOR | 3709073 | 117-014028 | | 06/29/2017 | 1 | 4/5-6/6/17 - Boley | 029-0000-441700 | \$ | 77.98 |
| [VENDOR] 4934 : SECRETARY OF STATE | N 6560-421-3 | 117-014262 | 17-001982 | 07/10/2017 | 1 | 2017 Annual Report | 029-0000-484990 | \$ | 10.00 |
| GRAND TOTAL : | | | | | | | | \$ | 87.98 |

**Village of Orland Park
Open Item Listing**

Run Date: 07/13/2017 User: sschueler

Status: POSTED Due Date: 07/14/2017
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Payroll Created By: All

| Vendors | Vendor Invoice | Invoice | Purchase Order | Due Date | Line No | Line Item Description | Account Number | Amount |
|---|----------------|------------|----------------|------------|---------|---|-----------------|---------------------|
| [VENDOR] 3929 : ICMA RETIREMENT TRUST - 457 | 07/14/2017 | I17-014364 | | 07/14/2017 | 1 | Village of Orland Park 7/14/2017 Plan# 301728 | 010-0000-210125 | \$ 1,890.45 |
| [VENDOR] 3931 : USCM CLEARING ACCOUNT | 07/14/2017 | I17-014365 | | 07/14/2017 | 1 | Village of Orland Park 7/14/2017 Entity# 13359 | 010-0000-210126 | \$ 16,861.04 |
| [VENDOR] 5974 : ORLAND PARK POLICE SUPERVISORS ASSOC. | 07/14/2017 | I17-014353 | | 07/14/2017 | 1 | Orland Park Police Association Dues 7/14/2017 | 010-0000-210109 | \$ 180.00 |
| [VENDOR] 9156 : MASS MUTUAL | 07/14/2017 | I17-014369 | | 07/14/2017 | 1 | Village of Orland Park 7/14/2017 Plan# 110163 | 010-0000-210127 | \$ 13,886.85 |
| [VENDOR] 13454 : LYNCH | 07/14/2017 | I17-014344 | | 07/14/2017 | 1 | Timothy E Lynch ***-**-3954 Docket# 12 D 3441 Garnishment Payment 7/14/2017 | 010-0000-210110 | \$ 425.60 |
| [VENDOR] 13548 : AXA EQUITABLE LIFE INSURANCE COMPANY | 07/14/2017 | I17-014361 | | 07/14/2017 | 1 | Village of Orland Park 7/14/2017 Plan# 690921 | 010-0000-210131 | \$ 405.00 |
| GRAND TOTAL : | | | | | | | | \$ 33,648.94 |

REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0501 |
| Orig. Department: | Development Services Department |
| File Name: | MWRD Grant - Authorizing Application for a Green Infrastructure Grant for the Nature Center - Resolution |

BACKGROUND:

In 2012, the Village purchased the 3.5 acre former Pebble Creek Nursery property on La Grange Road with funds from the Village's Open Lands Program. In 2013, the Village Board approved a conceptual master plan for the nature center site. In 2016, the Village Board approved the hiring of Upland Design Inc. to complete the final design and engineering of the project, which is nearing completion. Current improvements focus on site plan development, with building improvements, educational exhibits, and most of the signage to be addressed at a later time. Construction of the initial site plan improvements is anticipated to begin in Fall 2017.

The MWRD - Green Infrastructure (GI) Grant offers funds to local government projects that utilize green infrastructure to better manage storm water and improve water quality. Priority is given to projects that offer reduction of flooding risks, projects with the capability to operate and maintain the green infrastructure, and projects with high visibility, good public accessibility, and educational opportunities. The Nature Center meets all of these objectives and more. Southwest Highway is a known flooding area. The Village has the capabilities to maintain the Nature Center infrastructure. The public and educational focus of the Nature Center offers MWRD visibility and recognition for their contribution. The Nature Center project includes many green infrastructure components including the pervious paver parking lot and amphitheater, rain gardens, and restoration of native plant communities that slow and absorb storm water. Additionally, the project is now almost shovel-ready.

According to the MWRD GI Grant Representative, typical grant amounts range between \$100,000 and \$1,000,000, with an overall grant program funding of 2.2 million. Although a match is not officially required, proposals that include a match have a competitive advantage. The Village is requesting a grant in the amount of approximately \$126,000 to assist in the construction of the pervious paver parking lot (estimated cost \$252,000), with the Village paying an equal \$126,000 match.

The attached resolution in support of the MWRD - Green Infrastructure Program Grant application is now before the Village Board for consideration.

BUDGET IMPACT:

The Open Lands Corporation will fund the 1:1 match, for approximately \$126,000, depending on the final award amount. The Village's 2017 roll-over amount for Open Lands' capital improvements for the Orland Park Nature Center is \$434,043.

Upland Design's latest estimate for the cost of nature center site improvements is \$2.038 million. Although there are currently adequate funds in the Open Lands budget to cover the \$126,000 match for the MWRD GI grant, by accepting the grant the Village is committing to the construction of the entire \$2.038 million project at the same time the grant money is expended.

REQUESTED ACTION:

I move to pass Resolution Number _____, entitled: A RESOLUTION AUTHORIZING APPLICATION FOR A MWRD GREEN INFRASTRUCTURE PROGRAM GRANT.

A RESOLUTION AUTHORIZING APPLICATION FOR A MWRD GREEN INFRASTRUCTURE PROGRAM GRANT.

WHEREAS, the MWRD (Metropolitan Water Reclamation District of Greater Chicago), through the Green Infrastructure (GI) Program Grant, has established a grant program that provides funding to local government projects that utilize green infrastructure to better manage storm water and promote clean water.

WHEREAS, the Village of Orland Park is submitting an application for said grant.

WHEREAS, approval for said funds will impose certain financial obligations upon the Village to provide an equal local match.

WHEREAS, the Village of Orland Park is committed to the acquisition, preservation and restoration of the Village's Open Lands including the Orland Park Nature Center.

WHEREAS, the funding provided for by this grant opportunity will foster a positive and collaborative relationship between the Village of Orland Park and the MWRD.

WHEREAS, the community will benefit from green infrastructure improvements that reduce flood risk, improve water quality, and provide access to open space with educational provisions.

BE IT KNOWN, that the Village Trustees of this municipality hereby authorize the submission of an application for the MWRD - Green Infrastructure Program Grant.

NOW, THEREFORE, Be It resolved, by the President and Board of Trustees of the Village of Orland Park, Illinois:

SECTION 1

The Village Board supports the effort to construct the site development for the Orland Park Nature Center, and therefore supports the submittal of the grant application.

SECTION 2

The Village Board authorizes staff as designated by the Village Manager to furnish on behalf of the Village such additional information, assurances, certifications and amendments as may be required by MWRD - Green Infrastructure Program Grant in connection with this assistance grant application.

SECTION 3

That in the event Orland Park is selected as the grant recipient, the Village Board authorizes the expenditure of Open Land Corporation's capital improvement funds in the amount of approximately \$126,000 as a 1:1 local match for the MWRD - Green Infrastructure Program Grant.

REQUEST FOR ACTION REPORT

File Number: **2017-0492**
Orig. Department: **Development Services Department**
File Name: **Orland Park Nature Center - Final Landscape Plan Approval**

BACKGROUND:

This is a request for approval of a final landscape plan for the Orland Park Nature Center (13951- 13961 Lagrange Road). The Village Board approved the Site Plan on April 3, 2017 with the following conditions / variances:

- 1) Meet all final engineering and Building Division requirements and approvals;
- 2) Submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval, within 60 days of final engineering approval;
- 3) Reduce the required detention pond setbacks and landscape buffer;
- 4) Reduce the required maintenance buffer.

Per Code requirements, the petitioner submitted a landscape plan that has been reviewed and recommended for approval by the Village's Landscape Architect consulting firm.

BUDGET IMPACT:

REQUESTED ACTION:

I move to accept as findings of fact the findings of fact as set forth in this staff report dated July 17, 2017;

And

I move to approve the landscape plan titled "Landscape Plan Set", Sheets 6.0, 6.1 & 6.2, dated June 9, 2017, drawn by Upland Design, Ltd., subject to the following condition:

- 1) That (5) more trees are added to the west side of the nature center to provide shade for the amphitheater.
-

GENERAL NOTES: LANDSCAPE

- Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
- The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
- All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
- Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
- Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans.
- Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
- All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material.
- Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting.
- Plants shall be watered on the day they are planted and maintained with watering until final acceptance of the project.
- Apply a pre-emergent as per manufacturer's specification prior to installing mulch.
- Beds and tree rings (6" diameter) shall have 3" of hardwood shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring.
- Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee.
- Contractor to prepare landscape beds by roto-tilling 2" of Mushroom Compost into new beds. Do not add compost nor roto-till within drip line of existing trees.
- Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification. All irrigation shall be installed and functioning prior to seeding.
- Turf mixes shall be installed and lawn established at all disturbed areas.
- Do not overseed into mulch beds, artificial turf, and paving.
- Contractor shall restore all areas disturbed as a result of construction.
- Landscape contractor to coordinate all work with irrigation work.
- Temporary chainlink construction fence to be installed around perimeter of natural grass area after seeding and shall remain in place until Owner approves removal. See plans for fence limits, fence is incidental to contract.



Village of Orland Park
Orland Park, Illinois 60462
Phone: 708-403-6150

PROJECT
Orland Park Nature Center

13951 LaGrange Road
Orland Park, IL 60462






PROJECT TEAM



Park Planning and Landscape Architecture
564 W Randolph St. Chicago, Illinois 60661
24042 Lockport St. Plainfield, Illinois 60544
815-254-0091 www.uplanddesign.com

CIVIL ENGINEER
Engineering Resource Associates
35701 West Avenue, Suite 150
Warrenville, Illinois 60555
Phone: 630-393-3060

SEED LEGEND - See Sheet 6.2 for Lists

-  Wet Meadow Seed
-  Wet to Mesic Seed
-  Low Profile Prairie Seed Mix
-  Open Savanna Seed Mix
-  Wet Meadow Plugs

119.26'

Existing IDOT Seeding,
Protect during
construction

Existing IDOT Seeding,
Protect during
construction

Plaza Enlargement
Sheet 6.1

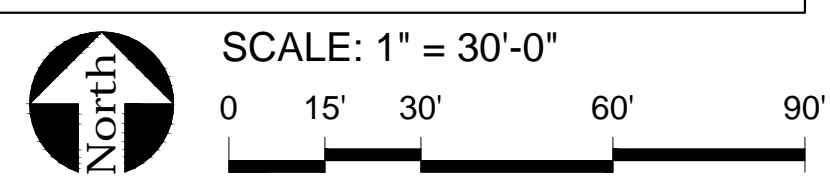
7
7.6 Shrub Installation, typ.

8
7.6 Perennial Installation, typ.

6
7.6 Tree Installation, typ.

10')

206.16'



SHEET TITLE
Landscape Plan

SHEET NUMBER **6.0**

DRAW / REVISION

| | | |
|----------------------|-------------------|-------------|
| MK/LD | Issued for Permit | 9 June 2017 |
| NOT FOR CONSTRUCTION | | |

Project Number 490
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PLOT: UPLAND 2013

PROJECT
**Orland Park
Nature Center**

13951 LaGrange Road
Orland Park, IL 60462

PROJECT TEAM



uplandDesign Ltd

Park Planning and Landscape Architecture
564 W Randolph St. Chicago, Illinois 60661
24042 Lockport St. Plainfield, Illinois 60544
815-254-0091 www.uplanddesign.com

CIVIL ENGINEER

Engineering Resource Associates
35701 West Avenue, Suite 150
Warrenville, Illinois 60555
Phone: 630-393-3060

SHEET TITLE

**Plaza
Enlargement
Landscape Plan**

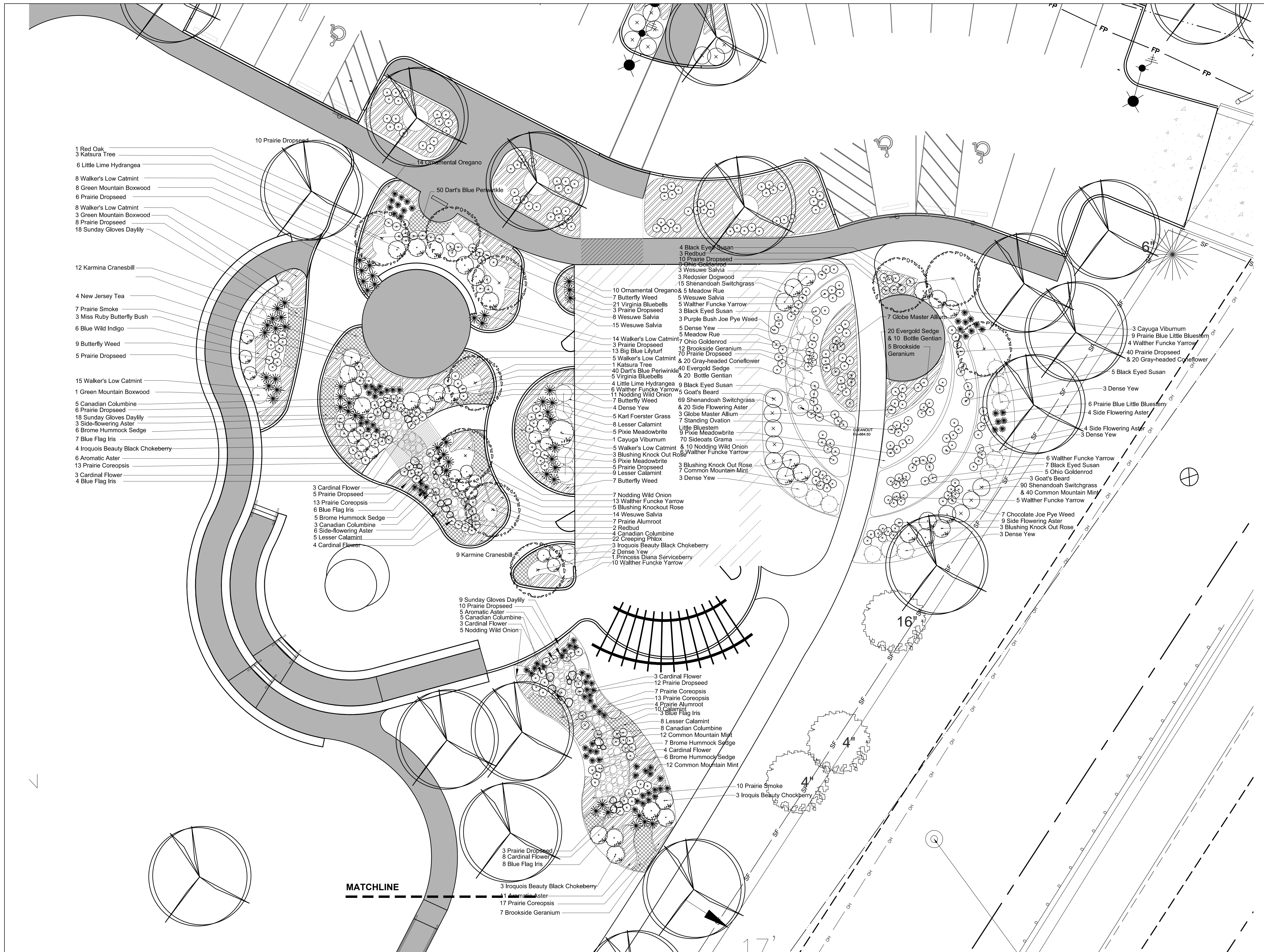
SHEET NUMBER

6.1

DRAW / REVISION

| | | |
|----------------------|-------------------|-------------|
| MK/LD | Issued for Permit | 9 June 2017 |
| NOT FOR CONSTRUCTION | | |

Project Number 490
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PLOT: UPLAND 2013



SCALE: 1" = 10'-0"

0 5' 10' 20' 30'

SEED MIXES

| Wet Meadow Seed Mix | | |
|------------------------------------|------------------------|---------------|
| Scientific Name | Common Name | Lbs./Acre |
| <i>Asclepias incarnata</i> | Swamp Milkweed | 0.154 |
| <i>Bidens cernua</i> | Nodding Burmarigold | 0.038 |
| <i>Bottonia asteroides</i> | False Aster | 0.308 |
| <i>Calamagrostis canadensis</i> | Blue Joint Grass | 0.154 |
| <i>Carex annectens xanthocarpa</i> | Yellow-fruited Sedge | 0.154 |
| <i>Carex bebbii</i> | Bebbs Sedge | 0.308 |
| <i>Carex comosa</i> | Bottlebrush Sedge | 0.231 |
| <i>Carex cristatella</i> | Crested Oval Sedge | 0.077 |
| <i>Carex molesta</i> | Round Headed Sedge | 0.231 |
| <i>Carex projecta</i> | Necklace Sedge | 0.154 |
| <i>Carex scoparia</i> | Pointed Broom Sedge | 0.308 |
| <i>Carex vulpinoidea</i> | Fox Sedge | 0.615 |
| <i>Coreopsis tripteris</i> | Tall Coreopsis | 0.077 |
| <i>Eleocharis erythropoda</i> | Redrooted Spikerush | 0.077 |
| <i>Eleocharis obtusa</i> | Blunt Spike Rush | 0.077 |
| <i>Elymus canadensis</i> | Canada Rye | 1.230 |
| <i>Elymus virginicus</i> | Virginia Rye | 2.460 |
| <i>Eupatorium perfoliatum</i> | Thoroughwort | 0.038 |
| <i>Euthamia graminifolia</i> | Grass-leaved Goldenrod | 0.038 |
| <i>Helenium autumnale</i> | Sneezeweed | 0.154 |
| <i>Iris virginica shrevei</i> | Blue Flag | 0.246 |
| <i>Juncus dudleyi</i> | Dudleys Rush | 0.038 |
| <i>Juncus effusus</i> | Soft Rush | 0.038 |
| <i>Juncus torreyi</i> | Torreys Rush | 0.038 |
| <i>Leersia oryzoides</i> | Rice Cut Grass | 0.154 |
| <i>Liatis spicata</i> | Spiked Gayfeather | 0.154 |
| <i>Lycopus americanus</i> | Common Water Horehound | 0.077 |
| <i>Monarda fistulosa</i> | Bergamot | 0.154 |
| <i>Napaea dioica</i> | Glade Mallow | 0.154 |
| <i>Oligoneuron riddellii</i> | Riddells Goldenrod | 0.154 |
| <i>Oligoneuron rigidum</i> | Stiff Goldenrod | 0.308 |
| <i>Penstemon digitalis</i> | Foxglove Beardtongue | 0.154 |
| <i>Penthorum sedoides</i> | Ditch Stonecrop | 0.038 |
| <i>Physostegia virginiana</i> | False Dragonhead | 0.077 |
| <i>Pycnanthemum virginianum</i> | Common Mountain Mint | 0.154 |
| <i>Ratibida pinnata</i> | Yellow Coneflower | 0.154 |
| <i>Rudbeckia hirta</i> | Black Eyed Susan | 0.615 |
| <i>Rudbeckia lancinata</i> | Wild Golden Glow | 0.025 |
| <i>Rudbeckia subtomentosa</i> | Sweet Coneflower | 0.231 |
| <i>Scirpus atrovirens</i> | Dark Green Rush | 0.461 |
| <i>Scirpus validus</i> | Great Bulrush | 0.308 |
| <i>Silphium perfoliatum</i> | Cup Plant | 0.231 |
| <i>Solidago gigantea</i> | Late Goldenrod | 0.077 |
| <i>Spartina pectinata</i> | Prairie Cord Grass | 0.615 |
| <i>Symphotrichum lanceolatum</i> | White Panicle Aster | 0.038 |
| <i>Symphotrichum novae-angliae</i> | New England Aster | 0.154 |
| <i>Verbena hastata</i> | Blue Vervain | 0.615 |
| <i>Vernonia fasciculata</i> | Common Ironweed | 0.154 |
| <i>Veronicastrum virginicum</i> | Culver's Physic | 0.018 |
| <i>Zizia aurea</i> | Golden Alexander | 0.077 |
| TOTAL | | 12.594 |

| Wet to Mesic Seed Mix | | |
|-------------------------------------|------------------------|---------------|
| Scientific Name | Common Name | Lbs./Acre |
| <i>Asclepias incarnata</i> | Swamp Milkweed | 0.125 |
| <i>Asclepias syriaca</i> | Common Milkweed | 0.125 |
| <i>Bouteloua curtipendula</i> | Side Oats Gramma | 1.500 |
| <i>Carex annectens xanthocarpa</i> | Small Yellow Fox Sedge | 0.125 |
| <i>Carex bebbii</i> | Bebbs Sedge | 0.125 |
| <i>Carex breviar</i> | Shorter Sedge | 0.125 |
| <i>Carex cristatella</i> | Crested Sedge | 0.125 |
| <i>Carex normalis</i> | Normal Sedge | 0.125 |
| <i>Carex scoparia</i> | Pointed Broom Sedge | 0.125 |
| <i>Carex vulpinoidea</i> | Fox Sedge | 0.125 |
| <i>Coreopsis tripteris</i> | Tall Coreopsis | 0.125 |
| <i>Dalea purpurea</i> | Purple Prairie Clover | 0.250 |
| <i>Desmodium canadense</i> | Showy Tick Trefoil | 0.150 |
| <i>Echinacea pallida</i> | Pale Purple Coneflower | 0.375 |
| <i>Echinacea purpurea</i> | Purple Coneflower | 0.500 |
| <i>Elymus virginicus</i> | Virginia Wild Rye | 1.500 |
| <i>Eryngium yuccifolium</i> | Rattlesnake Master | 0.500 |
| <i>Eupatorium maculatum</i> | Spotted Joe Pye Weed | 0.250 |
| <i>Eupatorium perfoliatum</i> | Thoroughwort | 0.063 |
| <i>Glyceria striata</i> | Fowl Manna Grass | 0.250 |
| <i>Helenium autumnale</i> | Sneezeweed | 0.188 |
| <i>Helianthus helianthoides</i> | Early Sunflower | 0.250 |
| <i>Iris virginica shrevei</i> | Blue Flag | 0.125 |
| <i>Juncus dudleyi</i> | Dudley's Rush | 0.031 |
| <i>Juncus torreyi</i> | Torreys Rush | 0.063 |
| <i>Leersia oryzoides</i> | Rice Cut Grass | 1.000 |
| <i>Liatis pycnostachya</i> | Prairie Blazing Star | 0.031 |
| <i>Liatis spicata</i> | Marsh Blazing Star | 0.031 |
| <i>Lobelia siphilitica</i> | Great Blue Lobelia | 0.031 |
| <i>Lycopus americanus</i> | Water Horehound | 0.063 |
| <i>Monarda fistulosa</i> | Bergamot | 0.250 |
| <i>Oligoneuron rigidum</i> | Stiff Goldenrod | 0.125 |
| <i>Panicum virgatum</i> | Switch Grass | 1.000 |
| <i>Physostegia virginiana</i> | False Dragonhead | 0.063 |
| <i>Pycnanthemum virginianum</i> | Common Mountain Mint | 0.160 |
| <i>Ratibida pinnata</i> | Yellow Coneflower | 0.250 |
| <i>Rudbeckia hirta</i> | Black-Eyed Susan | 0.250 |
| <i>Rudbeckia laciniata</i> | Wild Golden Glow | 0.063 |
| <i>Rudbeckia subtomentosa</i> | Sweet Coneflower | 0.250 |
| <i>Schizachyrium scoparium</i> | Little Bluestem | 1.500 |
| <i>Scirpus atrovirens</i> | Dark Green Rush | 0.125 |
| <i>Silphium laciniatum</i> | Compass Plant | 0.125 |
| <i>Spartina pectinata</i> | Cord Grass | 0.250 |
| <i>Symphotrichum laeve</i> | Smooth Blue Aster | 0.125 |
| <i>Symphotrichum novae-angliae</i> | New England Aster | 0.250 |
| <i>Symphotrichum oolentangiense</i> | Sky Blue Aster | 0.125 |
| <i>Verbena hastata</i> | Blue Vervain | 0.250 |
| <i>Vernonia fasciculata</i> | Common Ironweed | 0.063 |
| <i>Veronicastrum virginicum</i> | Culver's Root | 0.063 |
| <i>Zizia aurea</i> | Golden Alexander | 0.063 |
| TOTAL | | 13.751 |

| Open Savanna Seed Mix | | |
|----------------------------------|-------------------------------|---------------|
| Scientific Name | Common Name | Lbs./Acre |
| <i>Allium canadense</i> | Wild Onion | 0.200 |
| <i>Allium cernuum</i> | Nodding Wild Onion | 0.200 |
| <i>Ansaema triphyllum</i> | Jack-in-the-pulpit | 0.071 |
| <i>Aster lateriflorus</i> | Side-flowering Aster | 0.071 |
| <i>Campánula americana</i> | Tall Bellflower | 0.141 |
| <i>Carex blanda</i> | Common Wood Sedge | 0.071 |
| <i>Carex grisea</i> | Wood Gray Sedge | 0.283 |
| <i>Carex normalis</i> | Spreading Oval Sedge | 0.848 |
| <i>Carex rosea</i> | Curly-styled Wood Sedge | 0.071 |
| <i>Carex sparganioides</i> | Loose-headed Bracted Sedge | 0.141 |
| <i>Carex sprengelii</i> | Long-beaked Sedge | 0.071 |
| <i>Carex tenera</i> | Narrow-leaved Oval Sedge | 0.141 |
| <i>Cinna arundinacea</i> | Common Wood Reed | 0.283 |
| <i>Dodecatheon meadia</i> | Shooting Star | 0.071 |
| <i>Echinacea pallida</i> | Pale Purple Coneflower | 0.281 |
| <i>Elymus canadensis</i> | Canada Wild Rye | 3.000 |
| <i>Elymus riparius</i> | Riverbank Wild Rye | 2.000 |
| <i>Elymus villosus</i> | Silky Wild Rye | 0.500 |
| <i>Elymus virginicus</i> | Virginia Wild Rye | 2.000 |
| <i>Eupatorium purpureum</i> | Purple Joe-Pye Weed | 0.283 |
| <i>Geranium maculatum</i> | Wild Geranium | 0.071 |
| <i>Helianthus strumosus</i> | Pale-leaved Sunflower | 0.071 |
| <i>Helianthus helianthoides</i> | Early Sunflower | 0.125 |
| <i>Hystrix patula</i> | Bottlebrush Grass | 0.500 |
| <i>Osmorhiza claytonii</i> | Hairy Sweet Cicely | 0.283 |
| <i>Polygonatum canaliculatum</i> | Smooth Solomon's Seal | 0.283 |
| <i>Polygonum virginianum</i> | Woodland Knotweed | 0.071 |
| <i>Rudbeckia triloba</i> | Brown-eyed Susan | 0.665 |
| <i>Schizachyrium scoparium</i> | Little Bluestem | 1.000 |
| <i>Smilacina racemosa</i> | Feathery False Solomon's Seal | 0.141 |
| <i>Solidago ulmiifolia</i> | Elm-leaved Goldenrod | 0.071 |
| <i>Sphenopholis intermedia</i> | Slender Wedge Grass | 0.283 |
| <i>Vernonia altissima</i> | Smooth Tall Ironweed | 0.283 |
| <i>Zizia aurea</i> | Golden Alexanders | 0.200 |
| TOTAL | | 14.673 |

| Low Profile Prairie Seed Mix | | |
|------------------------------------|------------------------|---------------|
| Scientific Name | Common Name | Lbs./Acre |
| <i>Allium cernuum</i> | Nodding Wild Onion | 0.400 |
| <i>Baptisia lactea</i> | White Indigo | 0.063 |
| <i>Bouteloua curtipendula</i> | Side Oats Gramma | 3.000 |
| <i>Carex annectens</i> | Yellow-fruited Sedge | 0.063 |
| <i>Carex bicknellii</i> | Bicknells Sedge | 0.125 |
| <i>Carex breviar</i> | Shorter Sedge | 0.125 |
| <i>Carex molesta</i> | Field Oval Sedge | 0.125 |
| <i>Chamaecrista fasciculata</i> | Partridge Pea | 0.125 |
| <i>Coreopsis palmata</i> | Prairie Coreopsis | 0.100 |
| <i>Dalea purpurea</i> | Purple Prairie Clover | 0.063 |
| <i>Desmodium canadense</i> | Showy Tick Trefoil | 0.400 |
| <i>Echinacea pallida</i> | Pale Purple Coneflower | 0.281 |
| <i>Echinacea purpurea</i> | Purple Coneflower | 0.500 |
| <i>Elymus canadensis</i> | Canada Wild Rye | 2.000 |
| <i>Eryngium yuccifolium</i> | Rattlesnake Master | 0.100 |
| <i>Helianthus helianthoides</i> | Early Sunflower | 0.125 |
| <i>Hypericum ascyron</i> | Great St John'swort | 0.125 |
| <i>Lespedeza capitata</i> | Roundhead Bushclover | 0.125 |
| <i>Liatis aspera</i> | Button Blazing Star | 0.125 |
| <i>Liatis pycnostachya</i> | Prairie Blazingstar | 0.188 |
| <i>Monarda fistulosa</i> | Bergamot | 0.031 |
| <i>Oligoneuron riddellii</i> | Riddells Goldenrod | 0.125 |
| <i>Oligoneuron rigidum</i> | Stiff Goldenrod | 0.125 |
| <i>Parthenium integrifolium</i> | Wild Quinine | 0.188 |
| <i>Penstemon digitalis</i> | Foxglove Beardtongue | 0.125 |
| <i>Petalostemum purpureum</i> | Purple Prairie Clover | 0.500 |
| <i>Pycnanthemum tenuifolium</i> | Slender Mt Mint | 0.063 |
| <i>Ratibida pinnata</i> | Yellow Coneflower | 0.125 |
| <i>Rudbeckia hirta</i> | Black-eyed Susan | 0.500 |
| <i>Rudbeckia subtomentosa</i> | Sweet Coneflower | 0.125 |
| <i>Schizachyrium scoparium</i> | Little Bluestem | 4.000 |
| <i>Silphium terebinthinaceum</i> | Prairie Dock | 0.030 |
| <i>Sporobolus heterolepis</i> | Prairie Dropseed | 0.250 |
| <i>Symphotrichum laeve</i> | Smooth Blue Aster | 0.063 |
| <i>Symphotrichum novae-angliae</i> | New England Aster | 0.063 |
| <i>Tradescantia ohioensis</i> | Ohio Spiderwort | 0.125 |
| <i>Vernonia missurica</i> | Missouri Ironweed | 0.063 |
| <i>Veronicastrum virginicum</i> | Culvers Physic | 0.006 |
| <i>Zizia aurea</i> | Golden Alexanders | 0.400 |
| TOTAL | | 15.065 |

PLUG MIX

| Wet Meadow Plugs: (4,900 per acre) | | |
|------------------------------------|----------------------------|-------------|
| Scientific Name | Common Name | Quantity |
| <i>Acorus calamus</i> | Sweet Flag | 100 |
| <i>Asclepias incarnata</i> | Swamp Milkweed | 100 |
| <i>Aster lateriflorus</i> | Side-Flowering Aster | 100 |
| <i>Aster puniceus</i> | Bristly Aster | 100 |
| <i>Aster umbellatus</i> | Flat-Top Aster | 100 |
| <i>Calamagrostis canadensis</i> | Blue Joint Grass | 100 |
| <i>Carex comosa</i> | Bristly Sedge | 100 |
| <i>Carex frankii</i> | Bristly Cattail Sedge | 100 |
| <i>Carex hystericina</i> | Porcupine Sedge | 100 |
| <i>Carex lupulina</i> | Common Hop Sedge | 100 |
| <i>Carex lunida</i> | Bottlebrush Sedge | 100 |
| <i>Carex pellita</i> | Broad-Leaved Woolly Sedge | 100 |
| <i>Carex stricta</i> | Tussock Sedge | 100 |
| <i>Coreopsis tripteris</i> | Tall Coreopsis | 100 |
| <i>Eleocharis ovata</i> | Blunt Spike Rush | 100 |
| <i>Eleocharis palustris</i> | Marsh Spike Rush | 100 |
| <i>Eupatorium maculatum</i> | Spotted Joe Pye Weed | 100 |
| <i>Eupatorium perfoliatum</i> | Common Boneset | 100 |
| <i>Euthamia graminifolia</i> | Grass Leaved Goldenrod | 100 |
| <i>Glyceria striata</i> | Fowl Manna Grass | 100 |
| <i>Hibiscus laevis</i> | Halberd-Leaved Rose Mallow | 100 |
| <i>Iris virginica shrevei</i> | Blue Flag | 100 |
| <i>Juncus effusus</i> | Common Rush | 100 |
| <i>Juncus tenuis dudleyi</i> | Dudley's Rush | 100 |
| <i>Liatis spicata</i> | Marsh Blazing Star | 100 |
| <i>Lobelia cardinalis</i> | Cardinal Flower | 100 |
| <i>Lobelia siphilitica</i> | Great Blue Lobelia | 100 |
| <i>Mentha arvensis</i> | Wild Mint | 100 |
| <i>Physostegia virginiana</i> | Showy Obedient Plant | 100 |
| <i>Pycnanthemum virginianum</i> | Common Mountain Mint | 100 |
| <i>Rudbeckia lancinata</i> | Wild Golden Glow | 100 |
| <i>Sagittaria latifolia</i> | Common Arrowhead | 100 |
| <i>Scirpus atrovirens</i> | Dark Green Rush | 100 |
| <i>Scirpus pendulus</i> | Red Bulrush | 100 |
| <i>Scirpus validus creber</i> | Soft-Stemmed Bulrush | 100 |
| <i>Senna hebecarpa</i> | Wild Senna | 100 |
| <i>Sparganium eurycarpum</i> | Common Bur Reed | 100 |
| <i>Spartina pectinata</i> | Prairie Cord Grass | 100 |
| <i>Verbena hastata</i> | Blue Vervain | 100 |
| <i>Vernonia fasciculata</i> | Ironweed | 100 |
| TOTAL PLUGS | | 4000 |

PLANT LIST

| QTY | SIZE | BOTANICAL NAME | COMMON NAME | NOTES |
|---------------------------|--------------------|---|----------------------------------|---------------------|
| SHADE TREES | | | | |
| 3 | 2 1/2" cal. | <i>Carya ovata</i> | Shagbark Hickory | B&B |
| 4 | 2 1/2" cal. | <i>Celtis occidentalis</i> | Common Hackberry | B&B |
| 3 | 2 1/2" cal. | <i>Cladrastis kentuckea</i> | Kentucky Yellowwood | B&B |
| 1 | 2 1/2" cal. | <i>Gymnocladus dioica</i> 'Expresso' | Expresso' Kentucky Coffeetree | B&B |
| 2 | 2 1/2" cal. | <i>Nyssa sylvatica</i> | Black Tupelo | B&B |
| 3 | 2 1/2" cal. | <i>Quercus alba</i> | White Oak | B&B |
| 5 | 2 1/2" cal. | <i>Quercus bicolor</i> | Swamp White Oak | B&B |
| 3 | 4 1/2" cal. | <i>Quercus macrocarpa</i> | Bur Oak | B&B |
| 3 | 2 1/2" cal. | <i>Quercus rubra</i> | Red Oak | B&B |
| 27 | | | | |
| ORNAMENTAL TREES | | | | |
| 1 | 6' Ht. Clump | <i>Amelanchier grandiflora</i> 'Princess Diana' | Princess Diana Serviceberry | Specimen Multi-Stem |
| 5 | 6' Ht. Clump | <i>Betula nigra</i> | River Birch | Specimen Multi-Stem |
| 4 | 2 1/2" cal. | <i>Cercidiphyllum japonicum</i> | Katsura Tree | |
| 5 | 6' Ht. Clump | <i>Cercis canadensis</i> | Redbud | Specimen Multi-Stem |
| 15 | | | | |
| DECIDUOUS SHRUBS | | | | |
| 10 | 24" ht. x 24" spr. | <i>Aronia melanocarpa</i> 'Morton' | Iroquois Beauty Black Chokeberry | |
| 3 | 18" ht. x 18" spr. | <i>Buddleia x 'Miss Ruby'</i> | Miss Ruby Butterfly Bush | |
| 4 | 18" ht. x 18" spr. | <i>Ceanothus americanus</i> | New Jersey Tea | |
| 3 | 24" ht. x 24" spr. | <i>Cornus sericea</i> 'Isanti' | Redosier Dogwood | |
| 10 | 24" ht. x 24" spr. | <i>Hydrangea paniculata</i> 'Jane' | Little Lime Hydrangea | |
| 14 | 18" ht. x 18" spr. | <i>Rosa x 'Radyod'</i> | Blushing Knock Out Rose | |
| 4 | 24" ht. x 24" spr. | <i>Viburnum x 'Cayuga'</i> | Cayuga Viburnum | |
| 48 | | | | |
| EVERGREEN SHRUBS | | | | |
| 12 | 18" ht. x 18" spr. | <i>Buxus x 'Green Mountain'</i> | Green Mountain Boxwood | |
| 23 | 24" ht. x 24" spr. | <i>Taxus x media</i> | Dense Yew | |
| ORNAMENTAL GRASSES | | | | |
| 70 | #1 cont. | <i>Bouteloua curtipendula</i> | Sideoats Grama | |
| 5 | #1 cont. | <i>Calamagrostis x acutiflora</i> 'Karl Foerster' | Karl Foerster Feather Reed Grass | |
| 24 | #1 cont. | <i>Carex bromoides</i> | Brome Hummock Sedge | |
| 60 | #1 cont. | <i>Crex oshimensis</i> 'Evergold' | Evergold Sedge | |
| 174 | #1 cont. | <i>Panicum virgatum</i> 'Shenandoah' | Shenandoah Red Switch Grass | |
| 15 | #1 cont. | <i>Schizachyrium scoparium</i> 'Prairie Blues' | Little Bluestem | |
| 7 | #1 cont. | <i>Schizachyrium scoparium</i> 'Standing Ovation' | Standing Ovation Little Bluestem | |
| 263 | #1 cont. | <i>Sesleria autumnalis</i> | Autumn Moor Grass | |
| 286 | #1 cont. | <i>Sporobolus heterolepis</i> | Prairie Dropseed | |
| 884 | | | | |
| NATIVE PERENNIALS | | | | |
| 55 | #1 cont. | <i>Achillea millefolium</i> 'Walther Funcke' | Walther Funcke Yarrow | |
| 33 | #1 cont. | <i>Allium cernuum</i> | Nodding Wild Onion | |
| 8 | #1 cont. | <i>Arunco diocis</i> | Goat's Beard | |
| 30 | #1 cont. | <i>Asclepias tuberosa</i> | Butterfly Weed | |
| 25 | #1 cont. | <i>Aquilegia canadensis</i> | Canadian Columbine | |
| 6 | #1 cont. | <i>Baptisia australis</i> | Blue Wild Indigo | |
| 40 | #1 cont. | <i>Calamintha nepeta</i> ssp. <i>Nepeta</i> | Lesser Calamint | |
| 63 | #1 cont. | <i>Coreopsis palmata</i> | Prairie Coreopsis | |
| 110 | #1 cont. | <i>Dodecatheon meadia</i> | Shooting Star | |
| 54 | #1 cont. | <i>Echinacea 'Pixie Meadowbrite'</i> | Pixie Meadowbrite | |
| 3 | #1 cont. | <i>Eupatorium maculatum</i> | Purple Bush Joe Pye Weed | |
| 7 | #1 cont. | <i>Eupatorium rugosum</i> 'Chocolate' | Chocolate Joe Pye Weed | |
| 30 | #1 cont. | <i>Gentiana 'True Blue'</i> | Bottle Gentian | |
| 24 | #1 cont. | <i>Geranium 'Brookside'</i> | Brookside Geranium | |
| 21 | #1 cont. | <i>Geranium x cantabrigiense</i> 'Karmina' | Karmina Cranesbill | |
| 17 | #1 cont. | <i>Geum triflorum</i> | Prairie Smoke | |
| 45 | #1 cont. | <i>Hemerocallis 'Sunday Gloves'</i> | Sunday Gloves Daylily | |
| 11 | #1 cont. | <i>Heuchera richardsonii</i> | Prairie Alumroot | |
| 28 | #1 cont. | <i>Iris virginica shrevei</i> | Blue Flag Iris | |
| 28 | #1 cont. | <i>Lobelia cardinalis</i> | Cardinal Flower | |
| 13 | #1 cont. | <i>Liriope muscari</i> 'Big Leaf' | Big Blue Lilyturf | |
| 26 | #1 cont. | <i>Mertensia virginica</i> | Virginia Bluebells | |
| 63 | #1 cont. | <i>Nepeta racemosa</i> 'Walker's Low' | Walker's Low Catmint | |
| 24 | #1 cont. | <i>Origanum laevigatum</i> 'Herrenhaussen' | Ornamental Oregano | |
| 22 | #1 cont. | <i>Phlox stolonifera</i> | Creeping Phlox | |
| 71 | #1 cont. | <i>Pycnanthemum virginianum</i> | Common Mountain Mint | |
| 40 | #1 cont. | <i>Ratibida pinnata</i> | Gray-headed Coneflower | |
| 34 | #1 cont. | <i>Rudbeckia hirta</i> | Black-eyed Susan | |
| 78 | #1 cont. | <i>Salvia nemerosa</i> 'Wesuwe' | Wesuwe Salvia | |
| 15 | #1 cont. | <i>Solidago ohioensis</i> | Ohio Goldenrod | |
| 46 | #1 cont. | <i>Symphotrichum lateriflorum</i> | Side-flowering Aster | |



**PLANNING
RESOURCES INC.**

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Memorandum

P20129-313

To: Mike Mazza, Planner
Village of Orland Park

From: Doug Fair, PLA, ASLA
Project Manager / Landscape Architect

Date: June 22, 2017

Subject: Orland Park Nature Center
Final Landscape Review #1

This review is based on the following documents, pursuant to requirements of Village Landscape Development Code Section 6-305 (Landscape and Tree Preservation).

- Landscape Plan Set, Prepared by Upland Design, Ltd., Sheets 6.0, 6.1 & 6.2, dated June 9, 2017.

Review Comments

General Comments:

The Board of Trustees may approve landscape plans whose makeup may not meet the specified quantities stated in Section 6-305 Landscape and Tree Preservation if such plans are clearly superior to what could be achieved by using those minimum standards and are consistent with the purposes of this Section, as determined by the Development Services Department. The proposed plan for the Village Center Nature Center has been reviewed and meets the standards for an “alternative landscape plan”.

Parkway Trees

There are two streets, South LaGrange Road and Southwest Highway, that intersect and form the west and southeast borders of the site. As both are IDOT maintained roadways, there are no parkway tree requirements for the petitioner to address at this site.

Buffer Yards

The proposed bufferyards will allow visual and physical access into the site, which as a public facility, is the Village’s intention for the Nature Center.

Corridors

The only corridors that are present on-site are the two small driveway entrances from South LaGrange Road and Southwest Highway that connect to the proposed parking lot. The petitioner has provided a sufficient amount of shade trees to meet ordinance requirements.

Parking Lot Islands

As the proposed parking is a simple (yet efficient) two-way layout with no interior spaces created, there are no parking lot islands present and no ordinance requirements for this section.

Foundation Landscaping and Parking Lot Screening

The petitioner has provided an acceptable amount and variety of foundation plantings around and within the proposed plaza and walkways. The parking lot’s south border is sufficiently screened by

this plant material. The petitioner does not show much screening of the parking lot's north border as a proposed sidewalk is shown at this location with naturalized areas beyond at the sites north border. As mentioned above, since the property to the north of this site is an undeveloped, heavily vegetated area, the parking lot's north border does not require additional screening. It is our assessment that the petitioner's proposed plant material is acceptable in this regard.

Tree Preservation and Mitigation

The petitioner has provided a tree mitigation plan.

Detention/Retention.

Stormwater storage will be provided on-site for this development. An M&M Plan has been submitted to the Village.

Wetlands

The plans provided by the petitioner show the installation of "Wetland Meadow Plugs" on Sheet 6.0 at the north portion of the property and an acceptable seed mix listed on Sheet 6.2.

Recommendation

Final Landscape Plan – Recommended for Approval

It is our recommendation that the landscape plan for the Orland Park Nature Center, dated June 9, 2017, be approved in conformance with the Village landscape ordinance.

End of comments

THIS INSTRUMENT WAS PREPARED BY:

The Village of Orland Park
Development Services Department
14700 Ravinia Avenue
Orland Park, IL 60462

AFTER RECORDING RETURN TO:

Recorder's Box 324

Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606-2903
Attorney: E. Kenneth Fricker

[The above space for Recorder's Office]

Orland Park Nature Center

**MONITORING AND MANAGEMENT PLAN AGREEMENT FOR
NATURALIZED LANDSCAPE AREAS ("PLAN")**

SECTION 1.0 GENERAL

1.1 CONTACT INFORMATION

The Village of Orland Park will be responsible for the timely execution of all near and long-term maintenance activities within the naturalized landscape, unless otherwise noted, as set forth in this Plan for the naturalized landscape areas located at 13951- 13961 Lagrange Road ("Subject Property"). The following party should be contacted regarding management activities and is the party responsible for compliance with this Plan:

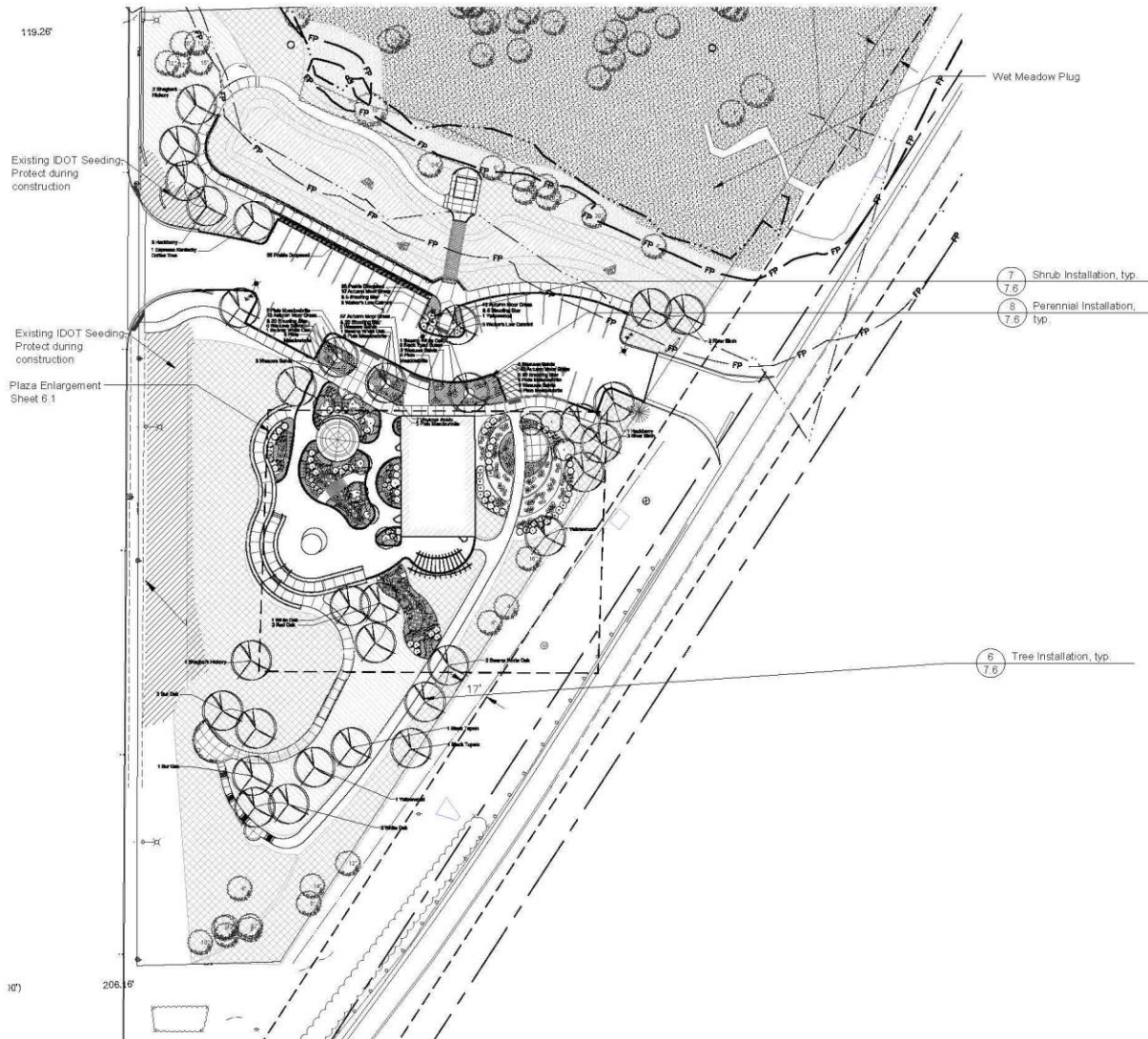
Names, addresses, contacts, and telephone numbers of the property owner(s):

Names, addresses, contacts, and telephone numbers of the party or parties legally responsible for operations and maintenance:

1.3 LETTER OF CREDIT

The approved letter of credit was not required for this public project.

1.3 LOCATION INFORMATION



1.4 PROHIBITED ACTIVITIES

This section outlines various activities restricted or prohibited within areas of naturalized landscaping except as needed to achieve and maintain a naturalized landscape consistent with the approved plan as directed by a natural landscape maintenance specialist:

- dumping of yard waste or debris
- replacement of approved vegetation with non-approved materials
- construction or placement of structures
- application of pesticides, fertilizer, or herbicides
- mowing other than for meeting specific management goals

- commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to signs, billboards, other advertising material, or other structures
- removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material
- operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.
-

1.5 ESTIMATED EXPENSES

Owner shall submit documentation of the estimated routine and non-routine expenses as well as the source(s) of funding for continued inspection, operation and maintenance.

1.6 HOMEOWNERS ASSOCIATION/BUSINESS OWNERS ASSOCIATION

If a homeowners association or business owners association (“Association”) is the party responsible for compliance with this Plan, the Association shall include language in its governing documents authorizing the collection of fees for the naturalized landscape maintenance and outline the process for corrective action(s) to be taken, if necessary.

1.7 OBLIGATIONS TO RUN WITH THE SUBJECT PROPERTY

This Plan shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities.

1.8 AUTHORITY TO SIGN

Each Party, and the person signing on behalf of each Party, represents that the person signing this Plan has the authority to execute this document and thereby bind the Party hereto on whose behalf the person is signing.

1.9 SEVERABILITY

If any provision of this Plan is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Plan.

1.10 AMENDMENTS TO COVENANTS AND RESTRICTIONS

Any amendment to covenants or restrictions pertaining to the Subject Property must be submitted to the Village for approval if the amendment(s) alters the site beyond the original condition.

1.11 AMENDMENTS TO MANAGEMENT ACTIONS

Potential issues and management requirements are likely to change over time. Owner may have additional responsibilities which may include, but are not limited to, access restriction enforcement (e.g. fly dumping, fishing, recreational vehicles) and wildlife management (e.g., including control of carp, muskrats, and geese). Owner and Village will evaluate the need for other management actions when performing other maintenance visits and inspections.

SECTION 2.0 NEAR-TERM MONITORING AND REPORTING

2.1 RESPONSIBLE PARTIES

The Village of Orland Park (“Owner”) will be responsible for funding and implementing a near-term monitoring and management plan (typically three years in length) and for the long-term monitoring and managements set forth in Section 4.0 for establishing a naturalized landscape area(s) associated with the proposed **Orland Park Nature Center**. If the performance standards are not achieved after the initial three-year monitoring and management period, then annual monitoring and management activities shall continue until the minimum performance standards are met. The Owner may elect to contract management and maintenance services to a third party to ensure proper implementation in accordance with the following standards.

2.2 MONITORING METHODOLOGY

Owner will monitor areas of naturalized landscaping following methodologies as outlined herein. Owner will perform meander survey monitoring on an annual basis for a minimum of three years after planting is substantially complete, or until the naturalized landscape area(s) in question is/are accepted by the Village. Annual vegetation monitoring will occur in August, September, or early October. Meander survey methodology will involve taking five to 10 representative site photographs and performing a review of at least 20 percent of each vegetative community to identify the following:

- a. the limits of all vegetation areas by general community type and dominant species within each planting zone (e.g., wetland and prairie zones),
- b. all plant species (native and non-native) in each planting zone,
- c. the approximate percent ground cover by native species within each planting zone,
- d. the percent ground cover by non-native or invasive species in each planting zone,
- e. erosion and sedimentation problems,
- f. water level or drainage problems,
- g. areas of bare soil larger than one square-meter, and
- h. observations on specific management strategies necessary to achieve acceptance requirements.

2.3 REPORTING REQUIREMENTS

Upon completion of landscape installation, the Owner will notify the Village that the natural landscape area installation has been installed as per the approved landscape plan. Owner will provide nursery packing lists indicating the species and quantities of materials installed with this notice.

In addition, the Owner will submit an annual monitoring report to the Village of Orland Park by February 28th of the following year evaluating the progress of the naturalized landscape toward design goals. The report will contain a location map, a summary of annual monitoring observations, a description of management performed during the year, a tabular summary of annual progress relative to acceptance standards, and a list of proposed management activities during the upcoming year.

2.4 PERFORMANCE STANDARDS

Satisfactory landscape development associated with naturalized vegetation in the stormwater facility will be based on the following items. If these standards are met at the end of the initial near-term monitoring and management period, as determined by the Village, the Village will approve the naturalized landscape areas and return the letter of credit. If these standards are not met at the end of the initial near-term monitoring and management period, the time period will be extended until the performance standards are met and the letter of credit will be held until the performance standards are met.

First Year:

- First Year: Within three months of seed installation (or three months after the start of the growing season following dormant seeding), at least 90 percent of the seeded area, as measured by aerial cover, will be vegetated or otherwise stabilized against erosion. The cover crop may be included in this measurement.

Second Year:

- Second Year: By the end of the second growing season, the planted areas shall have a minimum of 50 percent ground cover by species in the approved plant list and/or native species with native coefficient of conservation (C-) values of 2 or greater (per Swink and Wilhelm 1994 or more current version).

Third Year:

- Third Year: By the end of the third growing season, the planted areas (e.g. wetland, prairie) shall have a minimum of 75 percent ground cover and emergent areas shall have minimum of 35 percent ground cover (by species in the approved plant list and/or native species with native coefficient of conservation (C-) values of 2 or greater. The cumulative plant list, across all vegetative communities shall have a minimum native floristic quality index (FQI) of 20 and a (C-) value of 3.5 or greater.

Second and Third Year Additional Performance Standards:

- Naturalized landscapes shall not have more than one square-meter devoid of vegetation, as measured by aerial coverage.
- Seeded/planted areas (Excluding emergent zone) shall have no rills or gullies greater than four inches wide by four inches deep.
- Areas seeded to turfgrass or low-maintenance turf shall have 95 percent ground cover.
- Installed woody materials within the naturalized landscape area shall be alive, in healthy condition, and representative of the species.
- No more than 25 percent of any specific plant community shall be individually or collectively dominated by non-native or weedy species.
- None of the three-most dominant species may be non-native or weedy, including but not limited to the following:

Woody Plants

| | |
|-----------------------------|-----------------|
| <i>Acer negundo</i> | Box elder |
| <i>Alnus glutinosa</i> | Black Alder |
| <i>Elaeagnus umbellata</i> | Autumn olive |
| <i>Euonymus alatus</i> | Burning bush |
| <i>Lonicera spp.</i> | Honeysuckle |
| <i>Rhamnus spp.</i> | Buckthorn |
| <i>Robinia pseudoacacia</i> | Black locust |
| <i>Rosa multiflora</i> | Multiflora rose |
| <i>Ulmus pumila</i> | Siberian elm |

Broadleaf Plants

| | |
|------------------------------|---------------------|
| <i>Alliaria petiolata</i> | Garlic mustard |
| <i>Ambrosia</i> spp. | Ragweed |
| <i>Arctium</i> spp. | Burdock |
| <i>Carduus nutans</i> | Musk thistle |
| <i>Centaurea maculosa</i> | Spotted knapweed |
| <i>Cirsium arvense</i> | Canada thistle |
| <i>Conium maculatum</i> | Spotted hemlock |
| <i>Coronilla varia</i> | Crown vetch |
| <i>Daucus carota</i> | Wild carrot |
| <i>Dipsacus</i> spp. | Teasel |
| <i>Euphorbia escula</i> | Leafy spurge |
| <i>Hesperis matronalis</i> | Dame's rocket |
| <i>Lotus corniculatus</i> | Bird's-foot trefoil |
| <i>Lythrum salicaria</i> | Purple loosestrife |
| <i>Medicago</i> spp. | Alfalfa/medick |
| <i>Melilotus</i> spp. | Sweetclover |
| <i>Pastinaca sativa</i> | Wild parsnip |
| <i>Polygonum cuspidatum</i> | Japanese knotweed |
| <i>Solidago altissima</i> | Tall goldenrod |
| <i>Solidago sempervirens</i> | Seaside goldenrod |
| <i>Trifolium</i> spp. | Clover |
| <i>Typha</i> spp. | Cattails |

Grass-like Plants

| | |
|-----------------------------|--------------------|
| <i>Agropyron repens</i> | Quackgrass |
| <i>Bromus tectorum</i> | Cheatgrass |
| <i>Bromus japonicus</i> | Japanese brome |
| <i>Bromus inermis</i> | Smooth brome |
| <i>Phalaris arundinacea</i> | Reed canarygrass |
| <i>Phragmites australis</i> | Common reed |
| <i>Poa pratensis</i> | Kentucky bluegrass |

- Common Reed (*Phragmites australis*) is an aggressive invasive species that is especially problematic in the Orland Park region and is extremely difficult to control once established. Therefore, particular attention should be made for the early detection and eradication of Common Reed across the entire project property.
- Cattails (*Typha* spp.) do not count towards the 25 percent weed criterion provided they represent no more than 20 percent cover.

SECTION 3.0 NEAR-TERM MANAGEMENT FOR NATURALIZED LANDSCAPES

Near-term management for naturalized landscapes associated with the **Orland Park Nature Center** will involve monitoring and management to promote germination and establishment of desired plants and to prevent the establishment of invasive species. The least costly and most effective action for controlling invasive species is their early identification and eradication. The following is the near-term management plan that Owner shall follow for naturalized landscape areas associated with the **Orland Park Nature Center**:

3.1 NEAR-TERM MANAGEMENT TASKS

For a minimum of three years after installation, Owner will manage naturalized landscapes on a regular basis to ensure successful establishment. The following management tasks provide a reasonable approach to most conditions likely to be encountered during the establishment of naturalized habitat. However, site characteristics can significantly influence how management and maintenance techniques are implemented. Therefore, vegetation management actions may differ from the tasks and frequencies indicated below based on specific recommendations from a qualified native landscape restoration specialist.

3.1.1 Undesirable Plant Control

The Owner acknowledges that it is best to perform corrective actions for vegetation management early in the revegetation effort. Owner will manage aggressive and/or non-native species such that their presence and density does not threaten the attainment of performance standards.

Depending on the type of plant being targeted, control of undesirable plant species may involve removing all above-ground and below-ground stems, roots, and flower masses prior to development of seeds. Weeding practices will avoid damaging the native plantings and be timed to prevent development of weed seeds. Therefore, the ability to differentiate between weeds and native seedlings is important and must be conducted by personnel with experience in the establishment of native vegetation.

Owner shall use various means of weed control, as appropriate, and may include mechanical control, chemical control, and/or biological control.

Mechanical Control: Mechanical control of nuisance plant species typically includes cutting, mowing and/or the digging up individual plants by hand. In many cases, cutting or mowing a plant before its seeds mature will minimize further spread. Cutting or mowing close to the ground surface with a weed-eater or hand-scythe can be an effective means of control for species such as sweet clover, various thistles, and ragweed. For general mowing of swaths of vegetation, mowers will be set to a height of 12+ inches above the ground surface or to a height that treats weedy species yet minimizes impacts on desirable plants.

For species such as common reed, purple loosestrife, Canada thistle, and reed canarygrass, mowing actually encourages the spread of underground stems. Hand digging these species and woody undesirables such as multiflora rose can result in control if there are fewer than 100 plants throughout the entire site. Where more than 100 individuals of such plants are present, chemical control will be the primary method of control. (Note: Pulling and digging out weeds generally is discouraged because the soil disturbance can uproot desirable plants and encourage the growth of more weeds.)

Chemical Control: When employed in conjunction with prescribed burning and mechanical control, the judicious use of herbicides can be an important component of management programs for controlling weeds. Some weeds such as purple loosestrife, buckthorn (*Rhamnus* spp.) and honeysuckle (*Lonicera* spp.), reed canarygrass, common reed, sandbar willow, and cattails are controlled more effectively by chemical treatment than by most mechanical control measures.

For aggressive weeds, an appropriate herbicide will be applied. Because of the potential for damage to native plant communities, the use of preventative herbicides will be limited to problem areas and problem species for which manual control is ineffective. Aquatic herbicides will not be used to treat algal blooms.

Glyphosate herbicide (trade names Rodeo or Roundup) is often recommended for use in naturalized landscape areas. Other herbicides such as Transline, Plateau, and Garlon are also used. The application of herbicides will be performed only by persons licensed or certified in the State of Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels and applicable codes, standards and best management practices.

Generally, wick application will be preferred over spray application, which is less selective. Wicking applies herbicide only to individual plants, typically using hand application or pipe dispersal methods. The handwicking or “glove of death” method for specifically targeting weedy plants while protecting higher quality plants in sensitive habitats. Pipe dispersal methods are also appropriate for targeting weedy plants while avoiding desirable plants growing alongside them by using a canvas-covered, perforated, chemical filled PVC pipe. Trained personnel walk the area, swinging pipe (commonly 8-foot long) from side to side above the native plants but deliberately striking invasive species. The pipe strikes and bends the weeds, smearing them with the chemical and destroying them within a few days. If used, spray applications will not occur on gusty days because non-target species could be affected.

Biological Control: An alternative to chemical treatment, use of biological controls for purple loosestrife will be considered provided site conditions are appropriate to support and maintain the insect population. Through this method, host-specific insects (one a root infesting weevil; others are leaf-eating chrysomelid beetles) are released to feed on the roots or leaves of purple loosestrife. If purple loosestrife becomes abundant, biological control can prove a cost-effective means of management.

3.1.2 Wildlife Management

Nuisance species such as ducks, geese or muskrats often forage on young emergent wetland plants. Herbivory fencing may be installed to protect the wetland plants during establishment. Herbivory fencing typically consists of chicken wire, netting or string to deter waterfowl or other species from areas where native plugs have been installed. The fencing can be removed once the vegetation is well established. Additional control of nuisance species must be performed if monitoring indicates such species are responsible for poor plant establishment and performance. The method of control will be determined by a native landscape restoration specialist.

It is generally accepted that the long-term use of even the most benign pesticides has effects on wildlife that are still only barely researched. Therefore, Owner will not use pesticides broadly or routinely in any naturalized landscape other than for mosquito abatement (should that be necessary). Owner will use pesticides only for specific and localized problem areas as determined by a native landscape restoration specialist with experience in installation and development of native plant communities, should such areas occur. Standard application procedures and precautions for chemical application in wetland areas will be followed.

3.1.3 Fertilizer Application

For ecological reasons, a conservative approach to the application of fertilizers will be taken. Turf management chemicals will not be used within areas of naturalized plantings unless specifically prescribed by and per the direction of a native landscape restoration specialist. If used, special care will be taken to not apply fertilizers when inclement weather is forecast.

3.2 SCHEDULE OF NEAR-TERM MANAGEMENT ACTIVITIES

Appendix 1, titled “Near-Term Management & Management Tasks for Naturalized Landscapes”, and the following text provide the schedule of management and management tasks for installation and establishment of naturalized

landscape areas. The actual schedule and tasks performed in any given year may differ from those indicated based on specific recommendations from a natural landscape restoration specialist.

3.2.1 Inspection Schedule – Near Term Activities

Inspections will be made as detailed in **Appendix 1**, which **must** be attached to this document prior to document approval.

3.2.2 First-Year Management Actions

To prevent weed seed development, Owner will mow to a height of 6 inches when vegetation reaches a height of 12 inches. (Note: Weekly mowing at turf lawn height will **NOT** be performed, as mowing too often can set-back native planting development.) Owner must use a rotary or flail-type mower to finely chop the cut material. If clippings shade the ground or smother the remaining plants, Owner will bag the clippings for off-site disposal or otherwise dispersed. The Owner must time the last mow so that vegetation can grow to a height of eight to 10 inches before winter.

Owner will avoid weeding practices that damage the native plantings and will time the practices to prevent development of weed seeds. For aggressive weeds, herbicide will be selectively applied (e.g., wick application, not spraying). Turf management chemicals will not be used on native plantings except as directed by a Village-approved landscape restoration specialist.

Debris and litter (e.g., paper, plastic, metal, concrete, grass clippings, brush, etc.) will be removed every other month between 1 March to 31 October to prevent floating materials from clogging the outlet. Debris will be disposed of at an appropriate off-site trash receptacle.

Other potential responsibilities may include, but are not limited to, access restriction enforcement, insect/pest control, erosion repairs, and wildlife management (e.g., control of carp, muskrats, geese, etc. as needed). The Owner will determine the need for other management actions on a quarterly basis when performing general maintenance visits for dam embankments and control structures.

3.2.3 Second-Year Management Actions

During the second growing season, Owner will mow the seeded area as close to the ground as possible in early spring and the cuttings raked or bagged. If annual weeds remain a problem, Owner will perform an additional mow during mid- to late June, with the mow height set to 12 inches.

Weed management will emphasize control of biennial and perennial weeds. Biennial weeds targeted for control include sweetclovers (*Melilotus* spp), Queen Anne's lace (*Daucus carota*), and teasel (*Dipsacus* spp.). Proper weed control may require multiple treatments, and Owner will perform the treatments at times that will provide maximum treatment effectiveness.

Other management practices will include debris and litter removal, access restriction enforcement, and erosion control and repairs (as needed). Additional management tasks may include insect/pest control, reseeding/replanting in targeted areas, wildlife management as determined on a quarterly basis. If there is sufficient fuel, a prescribed burn may be attempted at the end of the second growing season, provided Owner obtains proper permits from the Illinois Environmental Protection Agency and provides notice to the Village and local authorities.

3.2.4 Third-Year Management Actions

Typical management in the third growing season will involve the use of prescribed fire in combination with mechanical and chemical methods for controlling aggressive biennial and perennial weeds.

Owner will obtain a permit from the Illinois Environmental Protection Agency, Cook/Will County and Village prior to conducting a prescribed burn. Burns must be performed by a qualified contractor. All other required permits need to be in place before the Village will issue a permit. The burn will occur between mid-October and April as weather and site conditions permit. Prior to conducting a prescribed burn, Owner must provide notice to the Village and local authorities. If prescribed burning is not practical, Owner will substitute mowing in late fall or very early spring. The burn-replacement mow will be done at a height of two inches, with cut material bagged for off-site disposal.

As in the first two years, Owner will continue management of aggressive weeds. Other management practices will include debris and litter removal, access restriction enforcement, and erosion control and repairs (as needed). Additional management tasks may include insect/pest control, reseeding/replanting in targeted areas, wildlife management and the Owner will determine the need for other management actions, on a quarterly basis, when performing general maintenance visits for dam embankments and control structures.

SECTION 4.0 LONG-TERM MANAGEMENT FOR NATURALIZED LANDSCAPES

Traditional turfgrass maintenance practices are not appropriate for naturalized landscapes. Owner must provide proper management which shall be performed by parties experienced in native landscape maintenance.

4.1 LONG-TERM MANAGEMENT TASKS

Long-term maintenance of naturalized landscapes involves significantly less effort and cost than for landscapes vegetated with traditional turfgrass. Routine maintenance activities for naturalized landscapes include debris management, structural inspections, vegetation maintenance, and pest species management. Non-routine maintenance and management actions are performed as site-specific conditions warrant and include sediment/pollutant removal, structure replacement, and replanting. **Appendix 2, titled Long-Term Management & Management Tasks for Naturalized Landscapes,** presents the schedule for typical activities associated with long-term management of naturalized landscapes.

4.1.1 Debris and Litter Management

Owner shall remove debris and litter (e.g., paper, plastic, metal, concrete, grass clippings, brush, etc.) every other month between 1 March to 31 October and dispose of it at an appropriate off-site trash receptacle.

4.1.2 Structural Management

Owner will inspect water control structures quarterly and within 24 hours of each major rainstorm (>1 inch rainfall). Inspections will include an evaluation on the stability of the outlet, embankments, and inlets. Observations will be made on the presence and extent of erosion, lack of vegetation, or other problems such as soil cracking, the outlet/inlet structure degradation, sink holes, or wet areas on the slopes. An engineer will perform or participate in these inspections.

Capture of sediment and pollutants eventually results in a decrease in pool volume and/or water quality in a stormwater facility and sediments need to be removed. Because each facility is different, there are no set

timeframes for sediment/pollutant removal. The need for sediment removal is expected when the pool volume is reduced by 15 to 20 percent of the design volume.

4.1.3 Vegetation Management

Long-term management actions emphasize regular prescribed burning, accompanied by periodic herbicide treatment, mowing, or a combination of these practices. Accurate plant identification is essential. The type of vegetation management will be based on recommendations from a native landscape restoration specialist.

Prescribed Burning: If possible, established naturalized landscapes should be burned every two to three years or as directed by a landscape restoration specialist/ecologist. Large areas can be divided into management sections and burned on a rotational basis, with only a portion burned each year and the entire area burned over a three-year period. The timing of the burn should be determined based on weather conditions and management goals as recommended by the landscape restoration specialist/ecologist.

A permit must be obtained from the Illinois Environmental Protection Agency prior to conducting a prescribed burn. The burn should occur between mid-October and April as weather and site conditions permit. Burning should only be conducted by a qualified burn contractor experienced in grassland fire control and only upon receipt of a permit from the Illinois Environmental Protection Agency. Prior to conducting a prescribed burn, Owner must provide notice to the Village and local authorities. If prescribed burning is not practical, Owner will mow in late fall or very early spring to substitute for burning. The burn-replacement mow will be done at a height of two inches, with cut material bagged for off-site disposal.

Weed Management: Aggressive plants can overtake naturalized landscapes in the absence of management intervention. The “worst offenders” typically include purple loosestrife (*Lythrum salicaria*), cattails (*Typha* spp.), bush honeysuckles (*Lonicera* spp.), buckthorn (*Rhamnus* spp.), multiflora rose (*Rosa multiflora*), black locust (*Robinia pseudoacacia*), teasel (*Dipsacus* spp.), garlic mustard (*Alliaria petiolata*), wild parsnip (*Pastinaca sativa*), thistles (*Cirsium* and *Carduus* spp.), common reed (*Phragmites australis*), and reed canarygrass (*Phalaris arundinacea*).

Owner will perform mechanical, chemical, or biological control of these and other aggressive weeds as directed by the native landscape restoration specialist.

Mechanical Control — Mechanical control of nuisance plant species typically includes mowing and/or the digging up individual plants by hand.

The timing and height of the mow depends on the species being controlled but typically is between 12 to 18 inches high. Owner will use a rotary or flail mower to chop the cut material into fine pieces that will not smother native plants

Hand pulling or digging of these species and woody undesirables can provide control if there are fewer than 100 plants.

Chemical Control — Owner will limit use of preventative herbicides to selected problem areas with a dominance of plant species that do not respond well to prescribed burning and/or mechanical control measures.

Herbicide application must be performed by a licensed professional applicator in strict compliance with all warning labels and applicable codes, standards and best management practices.

Herbicides will be applied selectively (e.g., wick application rather than spraying).

Biological Control — Special attention will also be given to purple loosestrife control, should it occur on the site. Where the plant is abundant, biological control can prove a cost-effective means of management. Through this method, host-specific insects are released to feed on the roots or leaves of purple loosestrife.

Supplemental Planting/Revegetation: Remedial actions may be needed as site conditions warrant. Such actions may include spot reseeding. Installation of supplemental plugs and/or seed using species in the approved mix (or if approved by the Village, with modifications) must be performed if any of the following circumstances exist: 1) more than half of the area of emergent plantings does not establish or persist; 2) the slope has any area greater than 0.25 square-meter in size devoid of vegetation; 3) the shoreline has any area more than five feet in length devoid of vegetation; or 4) any area (regardless of size) is actively eroding.

Except for the cover crop, Owner will use seed from native species with an emphasis on establishment of the grass matrix, which will support prescribed burn management. A native landscape management specialist must determine the type and quantity of seeds based on site-specific conditions. Owner will use a cover crop when seeding bare areas, with seed oats comprising the primary cover crop species. If used, annual ryegrass will be applied at a rate not to exceed 5 lbs/ac.

4.1.4 Pesticide and Fungicide Use

Pesticides will not be used broadly or routinely. Instead, Owner will use pesticides at specific and localized problem areas. Owner will exercise particular care in the areas near or directly tributary to surface waters. Owner will follow standard application procedures and precautions. Insecticides and fungicides are generally unnecessary. If public perception or the identification of a specific mosquito problem warrants the use of insect controls, Owner will consider biological measures. This could include stocking a wet basin with fish that feed on mosquito larvae and/or the use of BTI (*Bacillus thuringiensis israelensis*) to selectively kill mosquito larvae. Habitat structures also could be installed to encourage the nesting and feeding of purple martins, bats, or other insectivorous wildlife.

4.1.5 Fertilizer Use

For ecological reasons, turf management chemicals will not be used on naturalized plantings except as directed by a native landscape restoration specialist.

4.1.6 Other Management Actions

When properly installed and established, naturalized landscapes typically require less management and maintenance than conventional landscapes. However, naturalized landscapes are not maintenance free. Therefore, a budget for long-term management activities should be established to protect the investment that has been made in the naturalized areas.

4.2 SCHEDULE OF LONG-TERM MANAGEMENT ACTIVITIES

Appendix 2, titled “Long-Term Management & Management Tasks for Naturalized Landscapes”, provides the schedule of management and maintenance tasks for installation and establishment of naturalized landscape areas. The actual schedule and tasks performed in any given year may differ from those indicated based on specific recommendations from a natural landscape restoration specialist.

4.2.1 Inspection Schedule – Long-Term Activities

Inspections will be made as detailed in **Appendix 2**, which **must** be attached to this document prior to document approval.

5.0 APPROVAL

VILLAGE OF ORLAND PARK

Approved By: _____

Printed Name: _____

Title: _____

Date: _____

PETITIONER/OWNER

Submitted By: _____

Printed Name: _____

Property Address: _____

Contact Phone: _____

Contact Email: _____

Date: _____

ATTACHMENTS TO THIS DOCUMENT

- Appendix 1 – Near-term Management & Management Tasks for Naturalized Landscapes**
- Appendix 2 – Long-term Management & Management Tasks for Naturalized Landscapes**

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2017-0173 |
| Orig. Department: | Development Services Department |
| File Name: | 7402 W. 159th Street, Freddy's Frozen Custard and Steakburgers - Plat of Subdivision for Freddy's and 7420 W. 159th Street Planned Unit Development |

BACKGROUND:

On June 5, 2017, the Village Board of Trustees approved a Special Use Permit for a restaurant with a drive-through, site plan, elevations, re-subdivision and a preliminary landscape plan.

The final plat of subdivision is now before the Village Board of Trustees for consideration and authorization to execute.

BUDGET IMPACT:

REQUESTED ACTION:

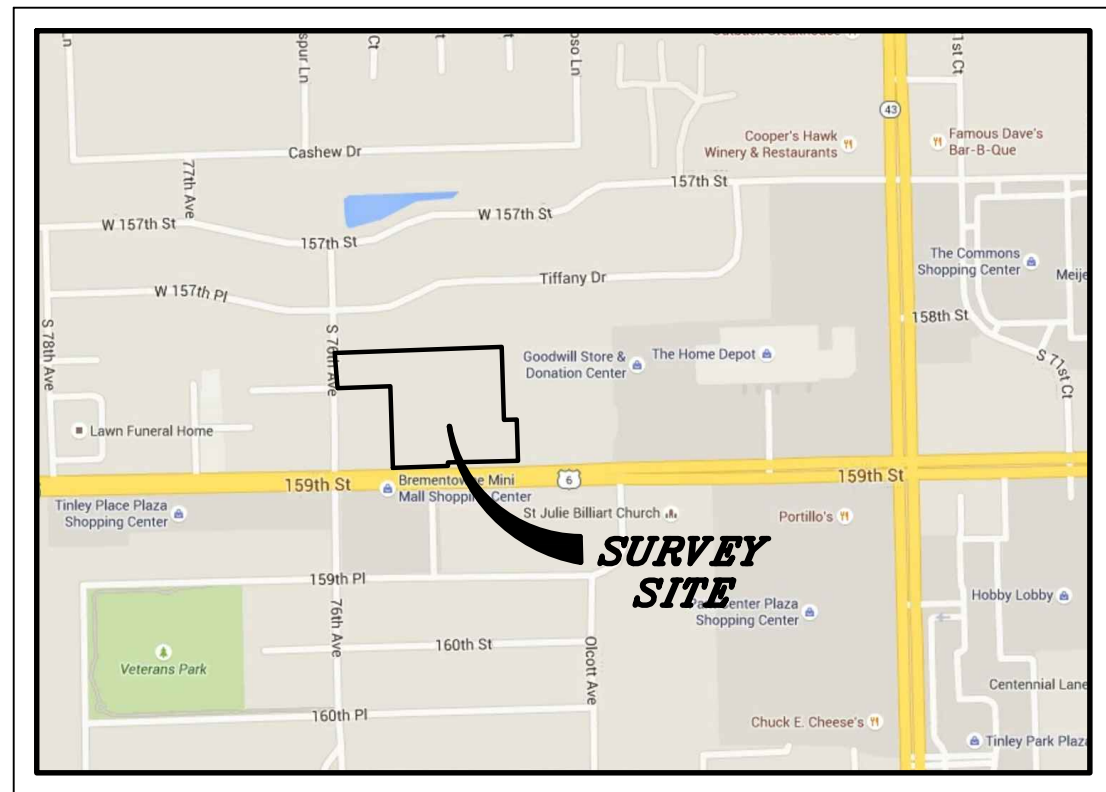
I move to approve the Plat of Subdivision for Freddy's Frozen Custard and Steakburgers, 7402 W. 159th Street, and 7420 W. 159th Street Planned Unit Development, titled "GW Property First Re-Subdivision Orland Park, Illinois Final Plat of Subdivision", prepared by Manhard Consulting Ltd., and dated 10/17/16, last revised 6/19/17 (printed Mylar).

FINAL PLAT OF GW PROPERTY FIRST RESUBDIVISION

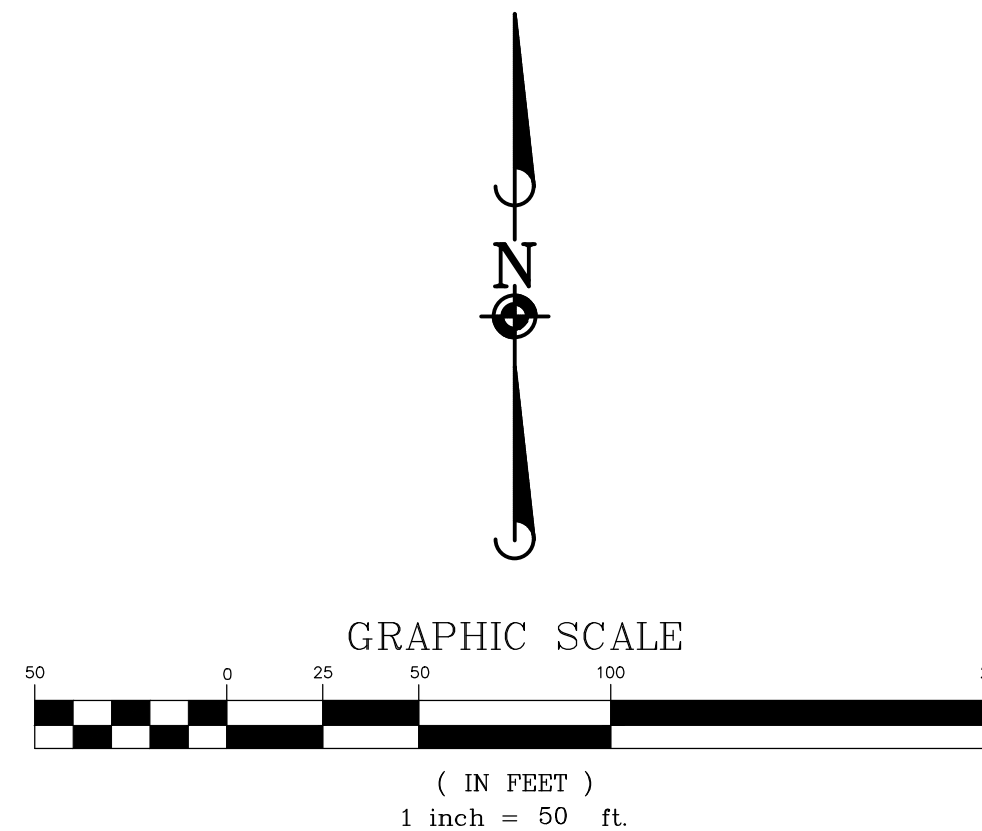
BEING A RESUBDIVISION OF LOTS 1 AND 2 IN GW PROPERTY SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 665.00 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 2016 AS DOCUMENT NUMBER 1617618107 IN COOK COUNTY, ILLINOIS.

EXISTING PROPERTY AREA

LOT 1 AREA: 102,020 SQ. FT. (2.342 ACRES)
LOT 2 AREA: 91,547 SQ. FT. (2.102 ACRES)
TOTAL PROPERTY AREA: 193,567 SQ. FT. (4.444 ACRES)



LOCATION MAP
NOT TO SCALE



COOK COUNTY RECORDER CERTIFICATE (TO BE STAMPED BY THE COOK COUNTY RECORDER)

COOK COUNTY CLERK CERTIFICATE (TO BE STAMPED BY THE COOK COUNTY CLERK)

| DATE | BY | REVISIONS |
|------|----|-----------|
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- SURVEYOR'S NOTES**
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
 2. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
 3. THE BASIS OF BEARINGS FOR THIS SUBDIVISION IS NAD83- ILLINOIS STATE PLAN COORDINATES-EAST ZONE.
 4. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
 5. EASEMENTS RECORDED IN GW PROPERTY SUBDIVISION THAT ARE/SHALL BE VACATED HAVE NOT BEEN SHOWN HEREON.
 6. ADDITIONAL EASEMENTS TO SERVE REVISED LAYOUT SHALL BE RECORDED VIA SEPARATE PLAT OF EASEMENT.
 7. THE LOTS IN THIS PLAT MAY BE FURTHER SUBJECT TO DECLARATION OF RECIPROCAL EASEMENTS COVENANTS AND RESTRICTIONS. SAID EASEMENTS, IF ANY, HAVE NOT BEEN SHOWN HEREON.
 8. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2017.

| SHEET INDEX | |
|--------------------|---|
| SHEET 1 OF 3: | OVERALL BOUNDARY |
| SHEET 2 OF 3: | PROPOSED LOTS, EXISTING EASEMENTS PROPOSED EASEMENTS |
| SHEET 3 OF 3: | CERTIFICATES AND EASEMENT PROVISIONS |

June 19, 2017 - 08:56 - Plan Name: P:\Data\001_001_Survey\Final Drawings\Plat of Subdivision-1st Resub-101-0510101-252.dwg, Updated By: Elyse

Manhard
CONSULTING LTD.

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GW PROPERTY FIRST RESUBDIVISION
ORLAND PARK, ILLINOIS
FINAL PLAT OF FIRST RESUBDIVISION

PROJ. MGR.: JC
PROJ. ASSOC.: ERV
DRAWN BY: SKK
DATE: 10/07/16
SCALE: 1" = 50'

SHEET
1 OF **3**
DST.OP101

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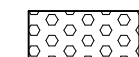
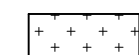

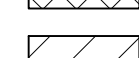

FINAL PLAT OF GW PROPERTY FIRST RESUBDIVISION

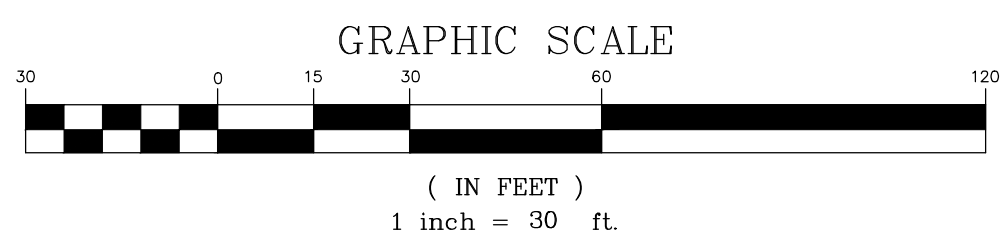
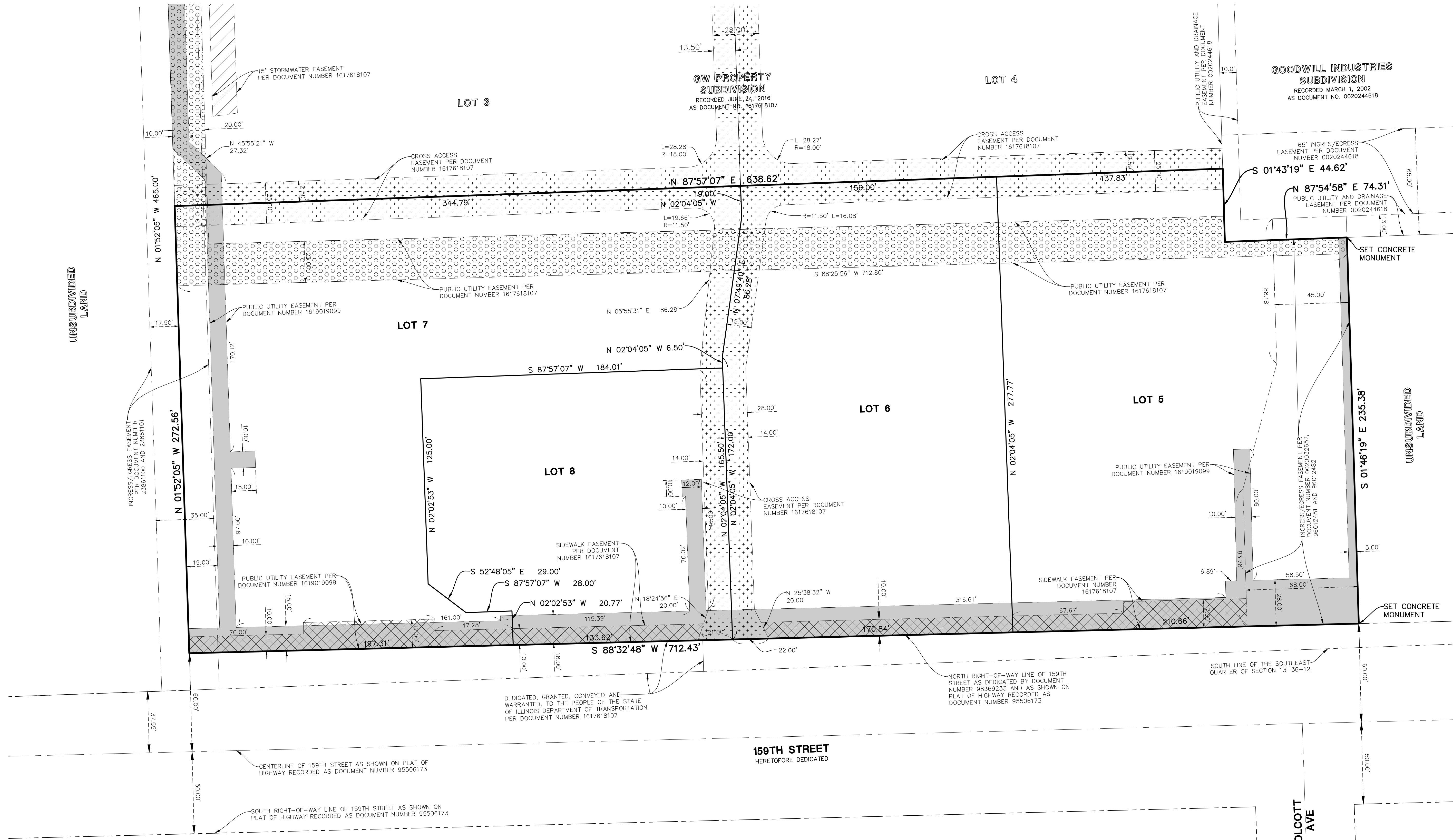
BEING A RESUBDIVISION OF LOTS 1 AND 2 IN GW PROPERTY SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 665.00 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 2016 AS DOCUMENT NUMBER 1617618107 IN COOK COUNTY, ILLINOIS.

PROPERTY AREA

LOT 5 AREA: 55,633 SQ. FT. (1.277 ACRES)
 LOT 6 AREA: 46,388 SQ. FT. (1.065 ACRES)
 LOT 7 AREA: 62,504 SQ. FT. (1.435 ACRES)
 LOT 8 AREA: 29,042 SQ. FT. (0.667 ACRES)
 TOTAL PROPERTY AREA: 193,567 SQ. FT. (4.444 ACRES)

EXISTING EASEMENT LEGEND

-  = PUBLIC UTILITY EASEMENT (P.U.E.) GRANTED PER DOCUMENT NUMBER 1617618107
-  = CROSS ACCESS EASEMENT GRANTED PER DOCUMENT NUMBER 1617618107
-  = SIDEWALK EASEMENT GRANTED PER DOCUMENT NUMBER 1617618107
-  = STORMWATER EASEMENT GRANTED PER DOCUMENT NUMBER 1617618107
-  = PUBLIC UTILITY EASEMENT (P.U.E.) GRANTED PER DOCUMENT NUMBER 1619019099



COOK COUNTY RECORDER CERTIFICATE (TO BE STAMPED BY THE COOK COUNTY RECORDER)

COOK COUNTY CLERK CERTIFICATE (TO BE STAMPED BY THE COOK COUNTY CLERK)

| DATE | REVISIONS | BY | CHK |
|----------|----------------------------|-----|-----|
| 06/19/17 | PRINTED M/LAR | ERV | SJK |
| 04/26/17 | REVISED PER VILLAGE REVIEW | | |

Manhard CONSULTING LTD.
 800 W. North Ave., Suite 200, Chicago, IL 60610
 Civil Engineers • Surveyors • Water Resources Engineers • Environmental Engineers • Planners
 Construction Managers • Environmental Scientists • Landscape Architects

GW PROPERTY FIRST RESUBDIVISION
ORLAND PARK, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: JC
 PROJ. ASSOC.: ERV
 DRAWN BY: SJK
 DATE: 10/07/16
 SCALE: 1" = 30'

SHEET
2 OF **3**
 DST.OP101

June 19, 2017 - 09:00 - C:\Users\p1\Desktop\01\Map\Subdivision\1st Resub\02-0510\01-FS2.dwg - Updated By: Eversly

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REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0490 |
| Orig. Department: | Development Services Department |
| File Name: | 7420 W. 159th Street, Freddy's Frozen Custard and Steakburgers - Final Landscape Plan Approval |

BACKGROUND:

This is a request for approval of a final landscape plan for 7402 W. 159th Street, Freddy's Frozen Custard and Steakburgers. The Village Board approved the Site Plan on June 5, 2017 with the following conditions / modifications:

- 1) Coordinate with Goodwill to provide appropriate landscaping at the said interior intersection southwest corner;
- 2) Reduce the width of the Type 1 north bufferyard from ten (10) feet to one (1) foot.

Per Code requirements, the petitioner submitted a landscape plan that has been reviewed and recommended for approval by the Village's Landscape Architect consulting firm.

BUDGET IMPACT:

REQUESTED ACTION:

I move to accept as findings of fact the findings of fact as set forth in this staff report dated July 17, 2017.

And

I move to approve the landscape plan titled "Landscape Plan, Freddy's Frozen Custard", Sheets L1.0 & L2.0, dated 05/24/17, drawn by Kimley Horn.



PLANNING
RESOURCES INC.

402 West Liberty Drive
Wheaton, Illinois 60187
Web: www.planres.com
P: 630.668.3788
F: 630.668.4125

Memorandum

P20129-296

To: Michael Mazza
Village of Orland Park

From: Doug Fair, ASLA, PLA
Project Manager / Landscape Architect

Date: June 9, 2017

Subject: Freddy's Frozen Custard
Final Landscape Plan Review #2

This review is based on the following documents, pursuant to requirements of Village Landscape Development Code Section 6-305 (Landscaping and Bufferyards).

- Landscape Plan, Freddy's Frozen Custard, Sheets L1.0 & L2.0, dated 05/24/17, by Kimley Horn

Final Landscape Plan – Recommended for Approval

All previously identified issues related to the approval of the final landscape plan for this project have been satisfactorily addressed. It is our recommendation that the final landscape plan for Freddy's Frozen Custard dated 05/24/17, be approved in conformance with the Village landscape ordinance.

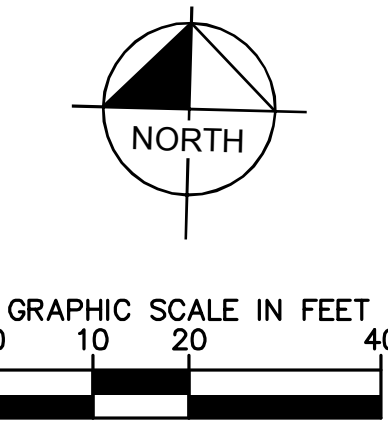
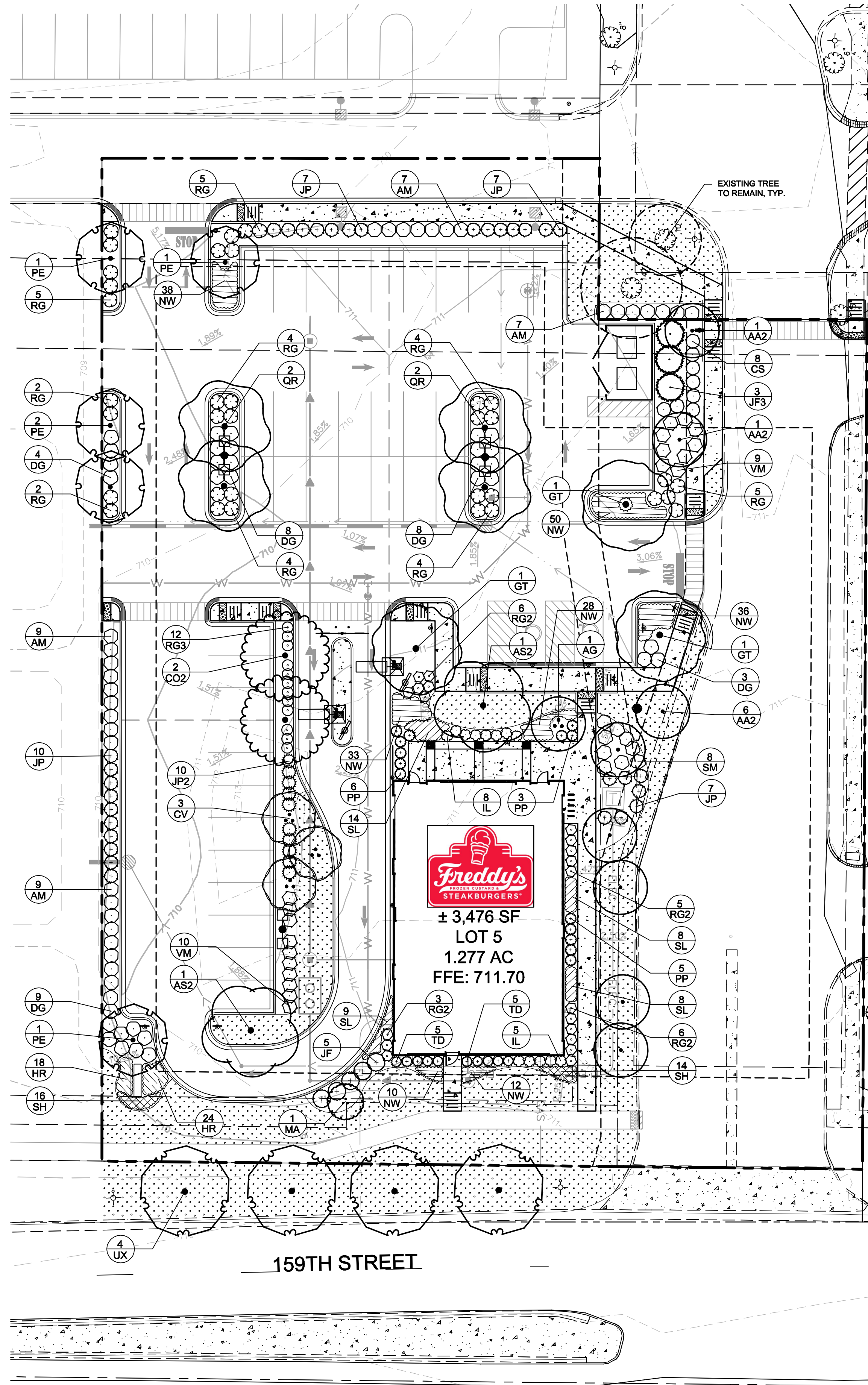
End of Comments.

PLANNERS
ECOLOGISTS
LANDSCAPE
ARCHITECTS

Drawing name: K:\CHL\DESIGN\168530000_Freddy's Frozen Custard_Orland Park_IL\2 Design\CAD\Planting\1.L10 - LANDSCAPE PLAN.dwg L10 May 24, 2017 3:50pm by Jason Cooper
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LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- ALL NURSERY STOCK SHALL BE WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. DECIDUOUS TREES SHALL BE FREE OF FRESH SCARS. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS A PART OF THIS CONTRACT.
- ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. AMENDED SOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
- PLANTING AREA SOIL SHALL BE AMENDED WITH 25% SPHANGUM PEATMOSS, 5% HUMUS AND 65% PULVERIZED SOIL FOR ALL SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS. AMENDED TURF AREA SOIL SHALL BE STANDARD TOPSOIL.
- SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
- CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUND COVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
- INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
- DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
- PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
- THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
- THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES.



| LANDSCAPE REQUIREMENT CALCULATIONS | | |
|---|--|---|
| ORDINANCE | REQUIREMENT CALCULATION | LANDSCAPING PROVIDED |
| 6-305-D.2 - LANDSCAPE PARKWAYS: 159TH STREET | PARKWAY TREES SPACED 40' O.C. PARKWAY LENGTH (EXCLUDING ACCESS DRIVE) = 146 LF 146 / 40 = 4 TREES | 4 TREES |
| 6-305-D.3 - LANDSCAPE CORRIDORS: 159TH STREET (ARTERIAL CORRIDOR) | 4 SHADE TREES, 2 ORNAMENTAL OR EVERGREEN TREES PER 100' CORRIDOR LENGTH EXCLUDING ACCESS DRIVE = 146 LF 146 / 100 = 1.46 1.46 X 4 = 6 SHADE TREES 1.46 X 2 = 3 ORNAMENTAL OR EVERGREEN TREES | 6 SHADE TREES (5 LOCATED INTERNALLY TO SITE) 3 ORNAMENTAL TREES (LOCATED INTERNALLY TO SITE) |
| 6-305-D.4 - LANDSCAPE BUFFER YARDS: EAST PROPERTY LINE | TYPE 1 BUFFER YARD: 3 SHADE TREES, 1 ORNAMENTAL OR EVERGREEN TREE, 16 SHRUBS PER 100' PROPERTY LINE LENGTH = 273 LF 278 / 100 = 2.78 2.78 X 3 = 9 SHADE TREES 2.78 X 1 = 3 ORNAMENTAL OR EVERGREEN TREES 2.73 X 16 = 45 SHRUBS | 1 EXISTING SHADE TREE 8 PROPOSED SHADE TREES 3 EVERGREEN TREES 45 SHRUBS |
| 6-305-D.4 - LANDSCAPE BUFFER YARDS: NORTH PROPERTY LINE | NA - NORTH BUFFER YARD PLANTINGS PROVIDED OFF LOT AS PART OF OVERALL DEVELOPMENT LANDSCAPE REQUIREMENTS. | NA |
| 6-305-D.4 - LANDSCAPE BUFFER YARDS: WEST PROPERTY LINE | NA - WEST BUFFER YARD PLANTINGS PROVIDED OFF LOT AS PART OF OVERALL DEVELOPMENT LANDSCAPE REQUIREMENTS. | NA |
| 6-305-D.5.a - FOUNDATION LANDSCAPING | A MINIMUM 10' WIDE ON AVERAGE FOUNDATION LANDSCAPE AREA ALONG 100% OF ALL BUILDING FACADES FRONTING PUBLIC STREETS, EXCEPT WHERE BUILDING ACCESS WALKWAYS / DRIVEWAYS OR EMERGENCY SERVICE CONNECTIONS ARE NECESSARY. A MINIMUM 7' WIDE FOUNDATION LANDSCAPE AREA SHALL BE PROVIDED ALONG 50% OF ALL BUILDING FACADES NOT FRONTING A PUBLIC STREET, EXCEPT WHERE BUILDING ACCESS WALKWAYS / DRIVEWAYS OR EMERGENCY SERVICE CONNECTIONS ARE NECESSARY. ON AVERAGE, A MINIMUM OF 1 ORNAMENTAL TREE AND SIXTEEN SHRUBS OR ORNAMENTAL GRASSES FOR EVERY 100' OF BUILDING FACE. | CONTINUOUS FOUNDATION LANDSCAPING, COMPRISED OF ORNAMENTAL TREES, SHRUBS, GROUND COVER, AND TURF GRASS, AROUND PERIMETERS OF ALL BUILDINGS, EXCEPT WHERE WALKWAYS / DRIVEWAYS OR EMERGENCY SERVICE CONNECTIONS ARE NECESSARY. |
| 6-305-D.5.b - INTERIOR LOT LANDSCAPING | A MINIMUM OF 1 TREE PER 10,000 SF OF LOT AREA APPROX. LOT AREA = 55,627 SF 55,627 / 10,000 = 6 TREES | 1 EXISTING TREE 5 PROPOSED SHADE TREES |
| 6-305-D.6.a.1 - PERIMETER PARKING LOT SCREENING | ALL PARKING LOTS SIGNIFICANTLY SCREENED FROM ADJACENT PROPERTIES AND STREETS | PARKING LOTS SCREENED FROM ADJACENT PROPERTIES AND STREETS WITH SHRUB HEDGES |
| 6-305-D.6.a.2 - PARKING LOT ISLAND LANDSCAPING | 1 PARKING LOT ISLAND FOR EVERY 10 PARKING SPACES. 1 SHADE TREE PER PARKING ISLAND. SHRUBS, ORNAMENTAL GRASSES, PERENNIALS AND GROUND COVERS IN ADDITION TO TREES IN ISLANDS. TOTAL PARKING SPACES = 42 42 / 10 = 5 ISLANDS / TREES | 9 ISLANDS 9 SHADE TREES |
| 6-305-D.7 - SIGNAGE LANDSCAPE | A MINIMUM 5' WIDE ON AVERAGE LANDSCAPE PLANTING BED AROUND THE ENTIRE BASE OF ALL GROUND SIGNS | A MINIMUM 5' AVERAGE WIDTH LANDSCAPE BED AROUND GROUND SIGN |
| 6-305-D.8 - STORM WATER MANAGEMENT AREA LANDSCAPE | NA - DETENTION TO BE PROVIDED OFF SITE | NA |



| | |
|------------------|----|
| DATE | BY |
| 4/26/2017 | TR |
| 5/24/2017 | TR |
| VILLAGE COMMENTS | |
| VILLAGE COMMENTS | |
| REVISIONS | |
| No. | |

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SCALE: AS NOTED
 DESIGNED BY: AWS
 DRAWN BY: AWS
 CHECKED BY: JC

FREDDY'S FROZEN CUSTARD
 7402 W. 159TH STREET
 ORLAND PARK, IL 60462

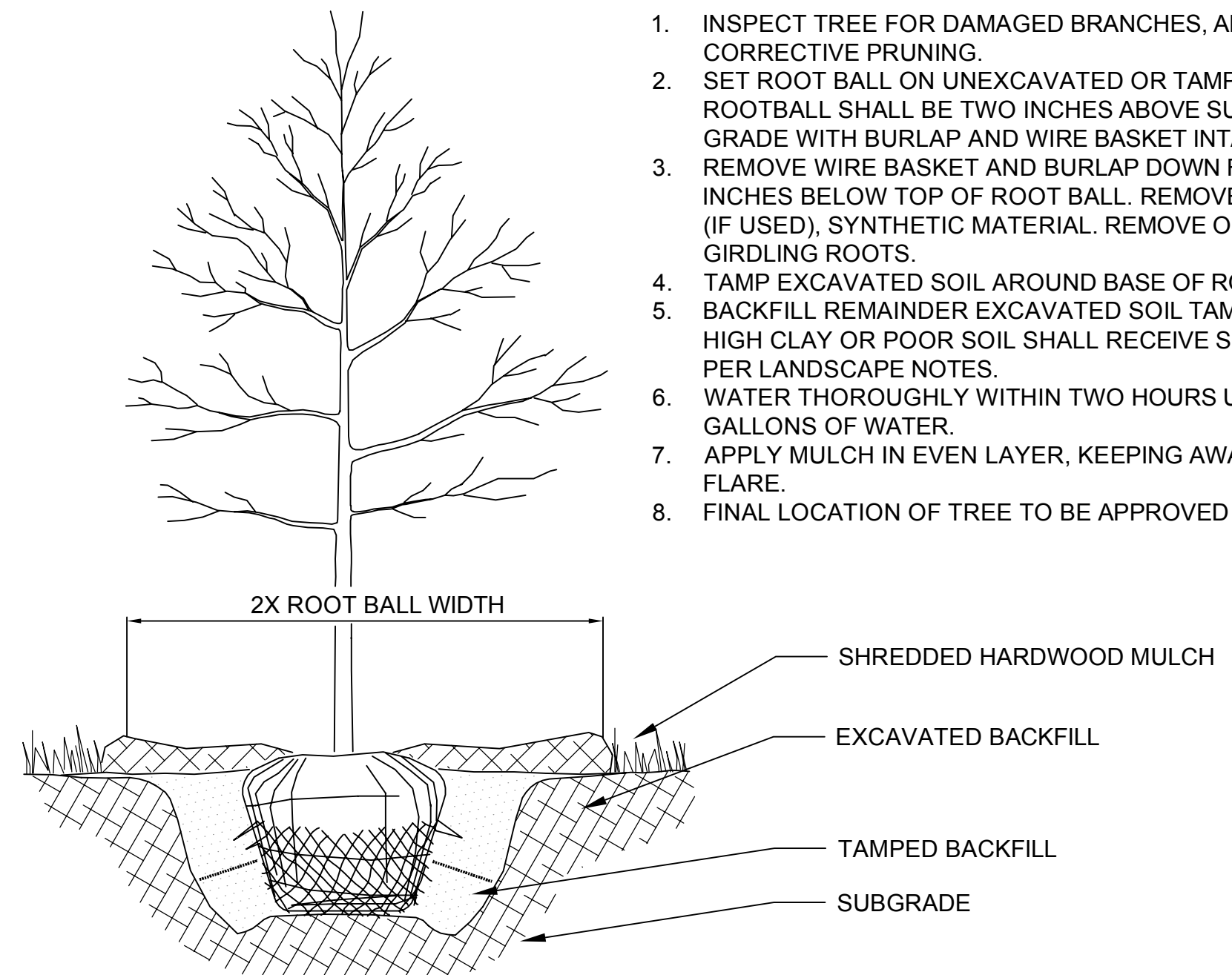
LANDSCAPE PLAN

ORIGINAL ISSUE:
 3/3/2017
 KHA PROJECT NO.
 168530000
 SHEET NUMBER
L1.0

Drawing name: K:\CH\LD\168530000_Freddy's Frozen Custard_Orland Park_IL\2 Design\CAD\Plant\Sheets\L2.0 - LANDSCAPE PLANNING L2.0 May 24, 2017 3:50pm by: Jason Cooper
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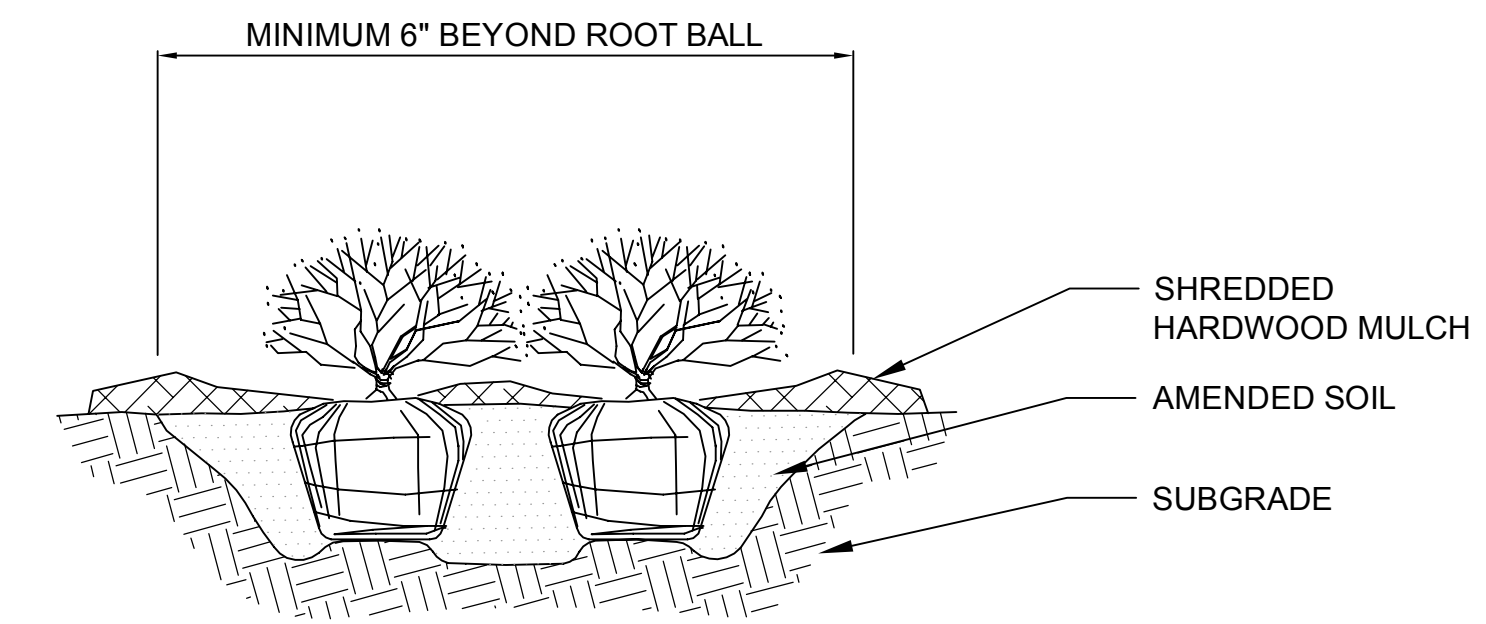
NOTES:

1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.



1 TREE PLANTING

NTS

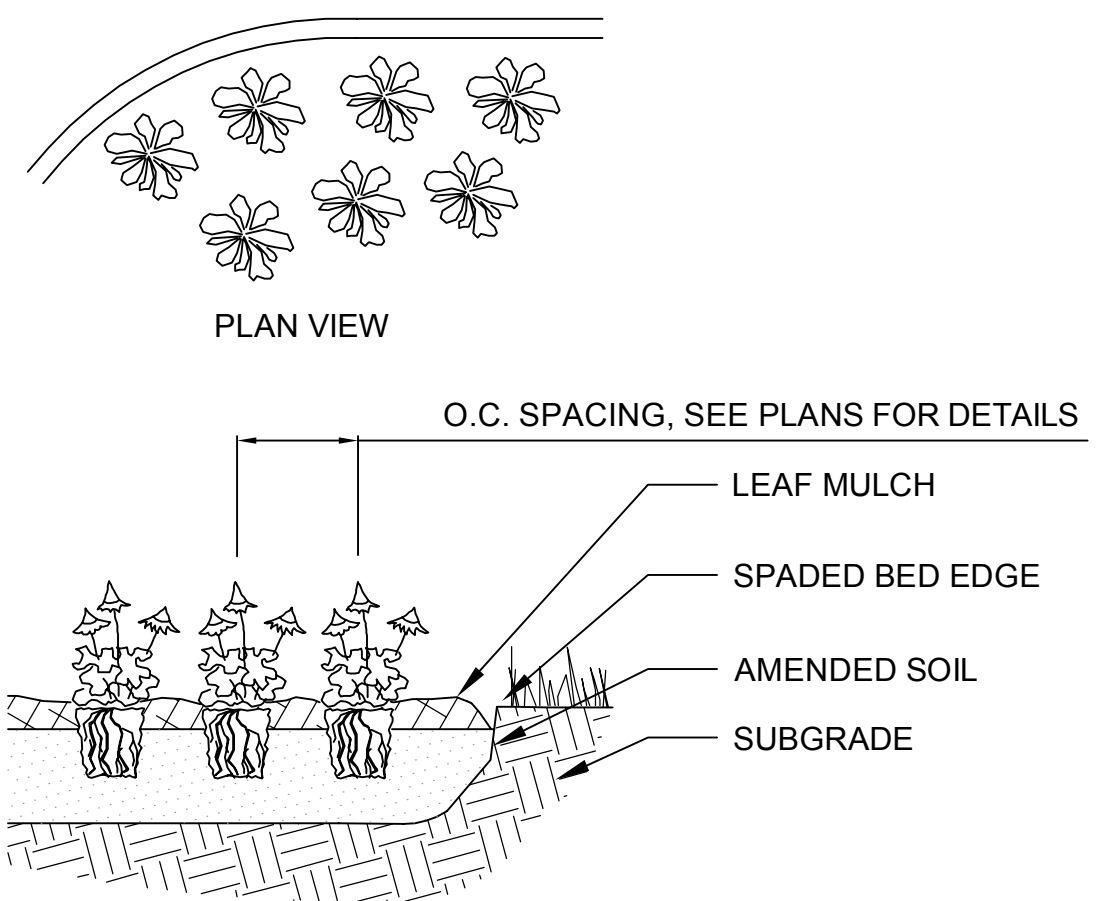


NOTES:

1. APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL (CONTAINER) SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
3. REMOVE BURLAP FROM TOP HALF THE LENGTH OF ROOTBALL. TWINE AND (IF USED) SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN SHRUBS, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
4. REMOVE OR CORRECT GIRDLING ROOTS.
5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR SHRUBS EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.

2 SHRUB PLANTING

NTS



NOTES:

1. EXCAVATE PLANTING BED.
2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
3. REMOVE CONTAINER, SCORE SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
2. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING AS PLAUSIBLE.
3. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
4. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR PERENNIALS/GROUND COVER EXTEND TO ALL LIMITS OF PLANTING BED. SEE PLANS FOR BED LAYOUTS.
5. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.

3 PERENNIAL PLANTING

NTS



PLANT SCHEDULE

| CANOPY TREES | CODE | QTY | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | |
|------------------------|------|----------|--|----------------------------------|---------|--------------|---------------------|----------|
| | AA2 | 8 | ACER X FREEMANII 'ARMSTRONG' | ARMSTRONG FREEMAN MAPLE | B & B | 2.5" CAL MIN | SINGLE STEM | |
| | AS2 | 2 | ACER MIYABEI 'STATE STREET' | STATE STREET MAPLE | B & B | 2.5" CAL MIN | SINGLE STEM | |
| | CO2 | 2 | CELTIS OCCIDENTALIS | COMMON HACKBERRY | B & B | 2.5" CAL MIN | SINGLE STEM | |
| | GT | 3 | GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM | SHADEMASTER HONEY LOCUST | B & B | 2.5" CAL MIN | SINGLE STEM | |
| | PE | 5 | PLATANUS X ACERIFOLIA 'EXCLAMATION' TM | EXCLAMATION LONDON PLANE TREE | B & B | 2.5" CAL MIN | SINGLE STEM | |
| | QR | 4 | QUERCUS RUBRA | RED OAK | B & B | 2.5" CAL MIN | SINGLE STEM | |
| | UX | 4 | ULMUS X 'MORTON' | ACCOLADE ELM | B & B | 2.5" CAL MIN | SINGLE STEM | |
| EVERGREEN TREES | CODE | QTY | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | |
| | JF3 | 3 | JUNIPERUS CHINENSIS 'FAIRVIEW' | FAIRVIEW JUNIPER | B & B | | 6' HT MIN | |
| ORNAMENTAL TREES | CODE | QTY | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | |
| | AG | 1 | AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' | 'AUTUMN BRILLIANCE' SERVICEBERRY | B & B | | 6' HT MIN MULTISTEM | |
| | CV | 3 | CRATAEGUS CRUS-GALLI INERMIS | THORNLESS COCKSPUR HAWTHORN | B & B | | 6' HT MIN MULTISTEM | |
| | MA | 1 | MALUS X 'ADIRONDACK' | ADIRONDACK CRABAPPLE | B & B | | 6' HT MIN MULTISTEM | |
| DECIDUOUS SHRUBS | CODE | QTY | BOTANICAL NAME | COMMON NAME | CONT | SPACING | SIZE | |
| | AM | 32 | ARONIA MELANOCARPA 'MORTON' TM | IROQUIS BEAUTY BLACK CHOKEBERRY | - | SEE PLAN | 36" HT MIN | |
| | CS | 8 | CORNUS SERICEA 'CARDINAL' | 'CARDINAL' RED-TWIG DOGWOOD | - | SEE PLAN | 36" HT MIN | |
| | DG | 32 | DIERVILLA RIVULARIS 'G2X885411' | KODIAK RED BUSH HONEYSUCKLE | - | SEE PLAN | 24" HT MIN | |
| | IL | 13 | ITEA VIRGINICA 'LITTLE HENRY' TM | VIRGINIA SWEETSPIRE | - | SEE PLAN | 18" HT MIN | |
| | RG | 35 | RHUS AROMATICA 'GRO-LOW' | GRO-LOW FRAGRANT SUMAC | - | SEE PLAN | 18" HT MIN | |
| | RG2 | 20 | RIBES ALPINUM 'GREEN MOUND' | GREEN MOUND ALPINE CURRANT | - | SEE PLAN | 24" HT MIN | |
| | RG3 | 12 | RIBES ALPINUM 'GREEN MOUND' | GREEN MOUND ALPINE CURRANT | - | SEE PLAN | 30" HT MIN | |
| | SM | 9 | SYRINGA PATULA 'MISS KIM' | MISS KIM LILAC | - | SEE PLAN | 36" HT MIN | |
| | VM | 19 | VIBURNUM DENTATUM 'BLUE MUFFIN' | SOUTHERN ARROWWOOD | - | SEE PLAN | 36" HT MIN | |
| EVERGREEN SHRUBS | CODE | QTY | BOTANICAL NAME | COMMON NAME | CONT | SPACING | SIZE | |
| | JF | 5 | JUNIPERUS CHINENSIS 'SEA GREEN' | SEA GREEN JUNIPER | - | SEE PLAN | 36" HT MIN | |
| | JP | 31 | JUNIPERUS CHINENSIS 'KALLAYS COMPACT' | KALLAY COMPACT PFITZER JUNIPER | - | SEE PLAN | 24" HT MIN | |
| | JP2 | 10 | JUNIPERUS CHINENSIS 'KALLAYS COMPACT' | KALLAY COMPACT PFITZER JUNIPER | - | SEE PLAN | 30" HT MIN | |
| | PP | 14 | PINUS MUGO PUMILIO | DWARF MUGO PINE | - | SEE PLAN | 18" HT MIN | |
| | TD | 10 | TAXUS X MEDIA 'DENSIFORMIS' | DENSE YEW | - | SEE PLAN | 24" HT MIN | |
| PERENNIALS AND GRASSES | CODE | QTY | BOTANICAL NAME | COMMON NAME | CONT | SPACING | SIZE | SPACING |
| | HR | 42 | HEMEROCALLIS X 'ROSY RETURNS' | DAYLILY | 1 GAL | 18" OC | | 18" o.c. |
| | NW | 207 | NEPETA X FAASSENII 'WALKERS LOW' | WALKERS LOW CATMINT | 1 GAL | 18" OC | | 18" o.c. |
| | SH | 30 | SPOROBOLUS HETEROLEPIS | PRAIRIE DROPS EED | 1 GAL | 18" OC | | 18" o.c. |
| | SL | 39 | SCHIZACHYRIUM SCOPARIUM | LITTLE BLUESTEM GRASS | 1 GAL | 24" OC | | 24" o.c. |
| GROUND COVERS | CODE | QTY | BOTANICAL NAME | COMMON NAME | SPACING | | | |
| | -2 | 7,567 SF | --- | SOD | | | | |

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Freddy's
 STEAKBURGERS®

LANDSCAPE LIST AND DETAILS

FREDDY'S FROZEN CUSTARD
 7402 W. 159TH STREET
 ORLAND PARK, IL 60462

ORIGINAL ISSUE: 3/3/2017
 KHA PROJECT NO. 168530000
 SHEET NUMBER

L2.0

| | | | |
|------------------|------------------|------------------|------------------|
| SCALE: AS NOTED | DESIGNED BY: AWS | DRAWN BY: AWS | CHECKED BY: JCC |
| VILLAGE COMMENTS | VILLAGE COMMENTS | VILLAGE COMMENTS | VILLAGE COMMENTS |
| 5/24/2017 | 4/26/2017 | DATE | BY |
| TR | TR | TR | TR |
| NO. | NO. | NO. | NO. |

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

File Number: **2017-0491**
Orig. Department: **Development Services Department**
File Name: **7420 W. 159th Street, Lots 7 and 8 - Final Landscape Plan Approval**

BACKGROUND:

This is a request for approval of a final landscape plan for the 7402 W. 159th Street, Lot 7 and 8: Final Landscape Plan. The Village Board approved the Site Plan on June 5, 2017 with the following conditions / modifications:

- 1) Establish the foundation landscaping along the south façade of the 10,000 square foot building per Code with naturalized landscaping.
- 2) Submit a final landscape plan, meeting all landscaping requirements herein cited, for separate review and approval within 30 days of final engineering approval.
- 3) Reduce the detention pond setback less than ten (10) feet.

Per Code requirements, the petitioner submitted a landscape plan that has been reviewed and recommended for approval by the Village's Landscape Architect consulting firm.

BUDGET IMPACT:

REQUESTED ACTION:

I move to accept as findings of fact the findings of fact as set forth in this staff report dated July 17, 2017;

And

I move to approve the landscape plan titled "7420 W. 159th Street Landscape Plan, Commercial Development - Lot 2", Sheet L1, dated 05/24/17, drawn by Manhard Consulting Ltd..

| REV | DATE | DESCRIPTION |
|-----|----------|--------------------|
| 1 | 05-17-20 | ISSUED FOR PERMITS |
| 2 | 05-17-20 | ISSUED FOR PERMITS |
| 3 | 05-17-20 | ISSUED FOR PERMITS |
| 4 | 05-17-20 | ISSUED FOR PERMITS |
| 5 | 05-17-20 | ISSUED FOR PERMITS |
| 6 | 05-17-20 | ISSUED FOR PERMITS |
| 7 | 05-17-20 | ISSUED FOR PERMITS |
| 8 | 05-17-20 | ISSUED FOR PERMITS |
| 9 | 05-17-20 | ISSUED FOR PERMITS |
| 10 | 05-17-20 | ISSUED FOR PERMITS |
| 11 | 05-17-20 | ISSUED FOR PERMITS |
| 12 | 05-17-20 | ISSUED FOR PERMITS |
| 13 | 05-17-20 | ISSUED FOR PERMITS |
| 14 | 05-17-20 | ISSUED FOR PERMITS |
| 15 | 05-17-20 | ISSUED FOR PERMITS |
| 16 | 05-17-20 | ISSUED FOR PERMITS |
| 17 | 05-17-20 | ISSUED FOR PERMITS |
| 18 | 05-17-20 | ISSUED FOR PERMITS |
| 19 | 05-17-20 | ISSUED FOR PERMITS |
| 20 | 05-17-20 | ISSUED FOR PERMITS |



VILLAGE OF ORLAND PARK, ILLINOIS
 7420 W. 159TH STREET COMMERCIAL DEVELOPMENT - LOT 2
 LANDSCAPE PLAN

Plant List

| Key | Quantity | Name | COMMON Botanical | Size | Comments |
|---------------------------|----------|--------------------------------|---------------------------------------|--------------|-------------------------|
| Shade Trees | | | | | |
| ACFR | 2 | REDPOINTE MAPLE | Acer x freemana V. rubrum | 2.5' BB | |
| ACNI | 2 | GREENCOLUMBIA MAPLE | Acer glabrum 'Greencolumb' | 2.5' BB | |
| ACTR | 4 | PACIFIC SUNSET MAPLE | Acer truncatum 'Pacific Sunset' | 2.5' BB | |
| ACSA | 3 | GREEN MOUNTAIN SUGAR MAPLE | Acer saccharum 'Green Mountain' | 2.5' BB | |
| CEOC | 6 | COMMON HACKBERRY | Celastrus occidentalis | 2.5' BB | |
| GBI | 8 | PRINCELETON SENRY | Ginkgo biloba 'Princeton Sentry' | 2.5' BB | Misc Only |
| GLTR | 4 | THORNLESS HONEYLOCUST | Gleditsia triacanthos | 2.5' BB | |
| LITR | 6 | TULIP TREE | Liriodendron tulipifera | 2.5' BB | |
| PLAC | 2 | EXCLAMATION LONDON PLANETREE | Platanus x acerifolia 'Morton Crier' | 2.5' BB | |
| PYCA | 4 | ARISTOCRAT PEAR | Pyrus calleryana 'Aristocrat' | 2.5' BB | |
| QUBI | 4 | SWAMP WHITE OAK | Quercus bicolor | 2.5' BB | |
| TICO | 2 | GREENSPRE LITTLELEAF LINDEN | Tilia cordata 'Greenspire' | 2.5' BB | |
| ULAC | 5 | HOMESTEAD ELM | Ulmus 'Homestead' | 2.5' BB | |
| Ornamental Trees | | | | | |
| ALGL | 4 | BLACK ALDER | Alnus glutinosa | 5' BB | |
| AMGR | 2 | AUTUMN BRILLIANCE SERVICEBERRY | Amaranthus 'Autumn Brilliance' | 5' BB | |
| BENI | 4 | RIVER BIRCH | Betula nigra | 5' BB | |
| MAFR | 4 | FRANCOIS CRABAPPLE | Malus 'Francois' | 5' BB | |
| MASN | 2 | SPRING SNOW CRABAPPLE | Malus 'Spring Snow' | 5' BB | |
| SYRE | 6 | JAPANESE TREE LILAC | Syringa reticulata | 5' BB | |
| Shrubs | | | | | |
| EUAL | 4 | DWARF BURNING BUSH | Euonymus alatus 'Compactus' | 3' | Planted 4' 0" on center |
| COAL | 14 | COMPACT REDOISER DOGWOOD | Cornus alba | 3' | Planted 4' 0" on center |
| COLU | 24 | PEKING COTONEASTER | Cotoneaster acutifolia 'Peking' | 3' | Planted 4' 0" on center |
| FOVI | 10 | NORTHERN GOLD FORSYTHIA | Forsythia 'Northern Gold' | 3' | Planted 4' 0" on center |
| FOVI | 24 | BROWNWISS FORSYTHIA | Forsythia 'Brownwiss' | 2' | Planted 3' 0" on center |
| PHOP | 33 | SUMMER WINE | Physocarpus opulifolius 'Summer Wine' | 3' | Planted 4' 0" on center |
| POFR | 17 | GOLDFINGER POTENTILLA | Potentilla fruticosa 'Goldfinger' | 3' | Planted 4' 0" on center |
| ROKO | 10 | KNOCK OUT ROSE | Rosa 'Knock Out' | 3' | Planted 4' 0" on center |
| SPBU | 15 | ANTHONY WATERER | Spiraea x bumalda | 3' | Planted 4' 0" on center |
| Evergreen Shrubs | | | | | |
| BWGM | 13 | GREEN MOUNTAIN BOXWOOD | Buxus microphylla x B. sempervirens | 3' | Planted 3' 0" on center |
| JUCH | 10 | SEA GREEN JUNIPER | Juniperus chinensis 'Sea Green' | 3' | Planted 3' 0" on center |
| JUCS | 9 | GREEN SARGENT JUNIPER | Juniperus chinensis sargentii | 24" | Planted 3' 0" on center |
| Perennials / Groundcovers | | | | | |
| SPHE | 9 | PRairie DROPSEED | Sporobolus heterostachys | #1 Container | Planted 2' 0" on center |

Notes:
 (pk) Parkway Trees
 (nb) North Buffer Landscaping
 (sb) South Buffer Landscaping
 (wb) West Buffer Landscaping
 (fb) Foundation Landscaping
 (ip) Interior Parking Lot Landscaping
 (st) Stormwater Management Landscaping

| Botanical Name | Common Name | Oz./Acre |
|---------------------------------|----------------------|----------|
| PERMANENT GRASSES/SEDGES | | |
| Andropogon gerardii | Big Bluestem | 26.46 |
| Bouteloua curtipendula | Side-Oats Gramma | 29.77 |
| Carex spp. | Prairie Sedge Mix | 1.65 |
| Stachytarax tenuifolius | Witchgrass | 26.14 |
| Panicum virgatum | Switchgrass | 39.70 |
| Sorghastrum nutans | Indian Grass | 29.77 |
| | | 157.95 |
| TEMPORARY COVER | | |
| Avena sativa | Common oat | 360.00 |
| Lolium multiflorum | Annual Ryegrass | 100.00 |
| | | 460.00 |
| FORBS | | |
| Asclepias syriaca | Common Milkweed | 0.83 |
| Asclepias tuberosa | Butterfly Weed | 1.65 |
| Aster laevis | Smooth Blue Aster | 0.41 |
| Aster novae-angliae | New England Aster | 1.24 |
| Chamaecrista fasciculata | Partridge Pea | 19.82 |
| Echinochloa purpurea | Sand Coreopsis | 8.26 |
| Coreopsis grandiflora | Common Coreopsis | 12.39 |
| Heliopsis helianthoides | Scotch Blazing Star | 0.41 |
| Lupinus perennis | Wild Lupine | 0.83 |
| Monarda liliifolia | Wild Bergamot | 0.41 |
| Pycnanthemum virginianum | Common Mountain Mint | 0.83 |
| Rubus odoratus | Yellow Cinnamon | 3.78 |
| Rudbeckia hirta | Black-eyed Susan | 13.22 |
| | | 68.08 |

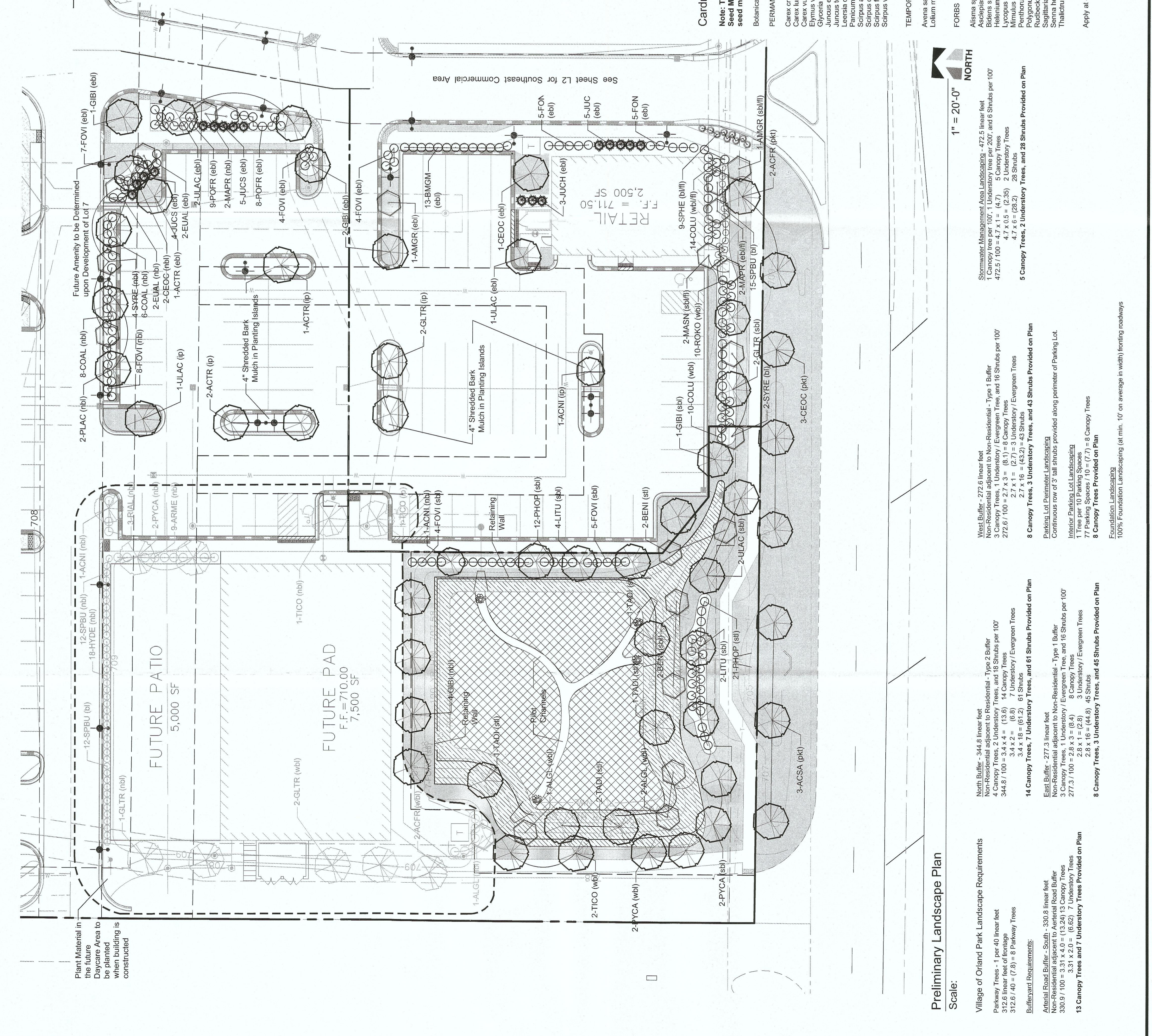
Cardno Economy Prairie Seed Mix
 Note: The seed mix is a modified seed mix from the standard Economy Prairie Seed Mix. When ordering seed please inform Cardno that this is a modified seed mix.

| Botanical Name | Common Name | Oz./Acre |
|---------------------------------|------------------------|----------|
| PERMANENT GRASSES/SEDGES | | |
| Crested Oat Sedge | | 3.69 |
| Botlebrush Sedge | | 7.38 |
| Brown Fox Sedge | | 22.13 |
| Virginia Wild Ryegrass | | 44.27 |
| Fowl Manna Grass | | 4.61 |
| Common Rush | | 3.69 |
| St. Augustine Grass | | 3.69 |
| Rice Cut Grass | | 3.69 |
| Panicum virgatum | Switch Grass | 29.51 |
| Scirpus atrovirens | Dark Green Rush | 3.69 |
| Scirpus cyperinus | Wool Grass | 1.84 |
| Scirpus fluviatilis | River Bulrush | 0.92 |
| Scirpus validus | Great Bulrush | 22.13 |
| | | 149.47 |
| TEMPORARY COVER | | |
| Avena sativa | Common Oat | 360.00 |
| Lolium multiflorum | Annual Ryegrass | 100.00 |
| | | 460.00 |
| FORBS | | |
| Alisma spp. | Water Plantain | 15.65 |
| Asclepias incarnata | Swamp Milkweed | 5.52 |
| Blechnum spp. | Silens Mix | 7.37 |
| Lycopus americanus | Common Water Horehound | 0.92 |
| Minuartia sp. | Monkey Flower | 3.69 |
| Pentstemon sedoides | Ditch Scorpion | 1.84 |
| Polygonum pennsylvanicum | Pinkweed | 14.73 |
| Rubus cuneifolius | Sweet Black-eyed Susan | 3.69 |
| Stachytarax tenuifolius | Common Arrowweed | 3.69 |
| Thalictrum dasycarpum | Purple Meadow Rue | 7.37 |
| | | 75.49 |

Cardno Stormwater Seed Mix
 Note: The seed mix is a modified seed mix from the standard Stormwater Seed Mix. When ordering seed please inform Cardno that this is a modified seed mix.

| Botanical Name | Common Name | Oz./Acre |
|--|------------------------|----------|
| PERMANENT GRASSES/SEDGES/RUSHES | | |
| Crested Oat Sedge | | 3.69 |
| Botlebrush Sedge | | 7.38 |
| Brown Fox Sedge | | 22.13 |
| Virginia Wild Ryegrass | | 44.27 |
| Fowl Manna Grass | | 4.61 |
| Common Rush | | 3.69 |
| St. Augustine Grass | | 3.69 |
| Rice Cut Grass | | 3.69 |
| Panicum virgatum | Switch Grass | 29.51 |
| Scirpus atrovirens | Dark Green Rush | 3.69 |
| Scirpus cyperinus | Wool Grass | 1.84 |
| Scirpus fluviatilis | River Bulrush | 0.92 |
| Scirpus validus | Great Bulrush | 22.13 |
| | | 149.47 |
| TEMPORARY COVER | | |
| Avena sativa | Common Oat | 360.00 |
| Lolium multiflorum | Annual Ryegrass | 100.00 |
| | | 460.00 |
| FORBS | | |
| Alisma spp. | Water Plantain | 15.65 |
| Asclepias incarnata | Swamp Milkweed | 5.52 |
| Blechnum spp. | Silens Mix | 7.37 |
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| Polygonum pennsylvanicum | Pinkweed | 14.73 |
| Rubus cuneifolius | Sweet Black-eyed Susan | 3.69 |
| Stachytarax tenuifolius | Common Arrowweed | 3.69 |
| Thalictrum dasycarpum | Purple Meadow Rue | 7.37 |
| | | 75.49 |

Apply at 42.75 PLS (Pure Live Seed) pounds per acre.



Plant Material in the future Daycare Area to be planted when building is constructed

Future Amenity to be Determined upon Development of Lot 7

See Sheet L2 for Southeast Commercial Area

4" Shredded Bark Mulch in Planting Islands

4" Shredded Bark Mulch in Planting Islands

4" Shredded Bark Mulch in Planting Islands

4" Shredded Bark Mulch in Planting Islands

4" Shredded Bark Mulch in Planting Islands

4" Shredded Bark Mulch in Planting Islands

4" Shredded Bark Mulch in Planting Islands



PLANNING
RESOURCES INC.

402 West Liberty Drive
Wheaton, Illinois 60187
Web: www.planres.com
P: 630.668.3788
F: 630.668.4125

Memorandum

P20129-308

To: Michael Mazza
Village of Orland Park

From: Doug Fair, PLA, ASLA
Project Manager / Landscape Architect

Date: June 19, 2017

Subject: 7420 159th Street PUD – Lots 7 & 8
Avis Car Rental, Street Lot & Detention Basin
Landscape Review #2

This review is based on the following documents, pursuant to requirements of Village Landscape Development Code Section 6-305 (Landscaping and Bufferyards)

- 7420 W. 159th Street Landscape Plan, Commercial Development – Lot 2, Sheet L1, dated 05/24/17, by Manhard Consulting Ltd.

Review Comments

General Notes:

The following review is intended to serve as a supplemental review and to build from Landscape Review #1 items. All comments below refer to ordinance requirements and items that had additional action/revisions required. Items that have been previously addressed and satisfied by the petitioner have been removed from this review for clarity as no further action is required for such items.

Any non-related references previously made to a Sheet L-2 have been removed from Sheet L-1 per Landscape Review #1 comment.

Bufferyards (North, South, East and West):

As suggested in Landscape Review #1, all bufferyard plant material has been clearly designated to reflect which requirement that each tree and shrub is to be satisfying. All quantities match the respective bufferyard totals at the bottom of Sheet L1 and on the plan, therefore meet all bufferyard village ordinance requirements. No further action is required.

Parking Lot Perimeter Landscaping:

The petitioner has added the previously specified plant material to the western border between the parking lot and detention basin and to the northeast border of the parking lot to now meet all parking lot perimeter landscaping village ordinance requirements. No further action is required.

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Signage Landscape Area:

The petitioner has removed the signage note and respective plant material. No further action is required.

Detention/Retention:

The previous comment suggesting eliminating Big Bluestem and Indian Grass from the Prairie Seed Mix (due to height concerns) and replacing with increased quantities of Little Blue Stem and Side Oats Gramma do not appear to have been addressed. The above mentioned replacement and increased quantities will need to occur before final approval can be given.

1. The petitioner has provided the required hydro-period calculation information for the inundation periods in the 1-yr., 2-yr., 5-yr., 10-yr. and 25-yr. storm events. The planted trees within the basin appear to be acceptable with this new information.
2. The petitioner has provided clarification on seed mix areas as requested. One suggestion would be for the petitioner to clarify which material is to be installed within the designated “pilot channels” as they are labeled on the plan.
3. The petitioner has provided sufficient seeding and plant specifications as part of the “Maintenance Plan for Native Plantings” documentation submitted as part of this review.

Final Landscape Plan – Recommended for Approval

All previously identified issues related to the approval of the final landscape plan for this project have been satisfactorily addressed. It is our recommendation that the final landscape plan for **7420 159th St. PUD - Lots 7 & 8**, with a revision date of **05/24/17**, be approved in conformance with the Village landscape ordinance.

End of Comments.

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2016-0595 |
| Orig. Department: | Development Services Department |
| File Name: | 7420 W. 159th Street Planned Unit Development Outlot A Stormwater Basin - Final Landscape Plan Approval |

BACKGROUND:

This is a request for approval of a landscape plan for the Planned Unit Development at 7420 W. 159th Street - Stormwater Basin Outlot A. The Village Board approved the Site Plan on April 4, 2016 with the following conditions / modifications:

- 1) Reduce detention pond setback from 25 feet to ten (10) feet.
- 2) Reduce north Bufferyard Type C from fifteen (15) feet to five (5) feet.
- 3) Reduce east Bufferyard Type B from ten (10) feet to five (5) feet.
- 4) Reduce wetland buffer and setback from 50 feet to zero (0) feet.
- 5) Submit an updated tree survey and catalog indicating total removal, tree species, size and health to assess tree mitigation requirements.
- 6) Submit a final landscape plan for separate review and approval within 60 days of final engineering approval. It must include all pertinent site amenities such as pergolas, street enhancements and furniture, sidewalk walkway enhancements and other landscaping and site amenities.

Per Code requirements, the petitioner submitted a landscape plan that has been reviewed and recommended for approval by the Village's Landscape Architect consulting firm.

BUDGET IMPACT:

REQUESTED ACTION:

I move to accept as findings of fact the findings of fact as set forth in this staff report dated July 17, 2017;

And

I move to approve the landscape plan titled "Stormwater Basin Outlot A, Commercial Development", Sheet L2 of L4, dated May 24, 2017, drawn by Manhard Consulting Ltd.



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RESOURCES INC.

402 West Liberty Drive
Wheaton, Illinois 60187
Web: www.planres.com
P: 630.668.3788
F: 630.668.4125

Memorandum

P20129-308

To: Michael Mazza
Village of Orland Park

From: Doug Fair, PLA, ASLA
Project Manager / Landscape Architect

Date: June 20, 2017

Subject: 7420 159th Street PUD – Outlot A & Tree Mitigation
Landscape Review #2

This review is based on the following documents, pursuant to requirements of Village Landscape Development Code Section 6-305 (Landscaping and Bufferyards)

- Stormwater Basin Outlot A, Commercial Development – Sheet L2 of L4, dated May 24, 2017, by Manhard Consulting Ltd.
- Detention Basin Inundation Period Calculations, Pages 1 – 7, dated May 22, 2017
- Stormwater Maintenance Plan – Pages 1 – 4, dated May 22, 2017.
- Landscape Plans 1st Submittal – Response Memo – Pages 1 -3, dated May 26, 2017, by Manhard Consulting Ltd.

Review Comments

General Notes

The following review is intended to serve as a supplemental review and to build from Landscape Review #1 items. All comments below refer to ordinance requirements and items that had additional action/revisions required. Items that have been previously addressed and satisfied by the petitioner have been removed from this review for clarity as no further action is required for such items.

Stormwater Basin

1. The petitioner has provided the required hydro-period calculation information for the inundation periods in the 1-yr., 2-yr., 5-yr., 10-yr. and 25-yr. storm events. The planted trees within the basin appear to be acceptable with this new information.
2. The petitioner has provided clarification on seed mix areas as requested. One suggestion would be for the petitioner to clarify which type of vegetation or material is to be installed below the 702 contour line – OR – to specify if this is to be a continuously inundated area on the plan.

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ARCHITECTS

3. The petitioner has provided sufficient seeding and plant specifications as part of the “Maintenance Plan for Native Plantings” documentation submitted as part of this review.
4. The petitioner has provided the “Stormwater Maintenance Plan” as requested in the previous landscape review.

Tree Mitigation

The petitioner has noted that all (60) replacement trees will be (60) trees are will be installed at 4” caliper (per ordinance requirement) and that (33) 4” caliper trees will be installed within the stormwater basin area.

The remaining (27) 4” caliper trees are noted to be installed as part of the future developed sites or will be mitigated with cash in lieu at that time of development. The plan and plant list provided by the petitioner shows the correct quantity and sizes listed above and per ordinance requirement.

Final Landscape Plan – Recommended for Approval

All previously identified issues related to the approval of the final landscape plan for this project have been satisfactorily addressed. It is our recommendation that the final landscape plan for **7420 159th St. PUD – Outlot A**, with a revision date of **05/24/17**, be approved in conformance with the Village landscape ordinance.

End of Comments.

REQUEST FOR ACTION REPORT

File Number: **2017-0498**
Orig. Department: **Development Services Department**
File Name: **Gateway Plaza - 14301 LaGrange Road - Final Landscape Plan Approval**

BACKGROUND:

This is a request for approval of a final landscape plan for Gateway Plaza - 14301 LaGrange Road, a 10,500SF Mixed Use Commercial Building. The Village Board approved the Site Plan on June 5, 2017 with the following conditions / modifications:

- 1) Continue to work with staff for landscape plan approval;
- 2) The Petitioner shall provide 6 to 8 foot tall opaque, year-round screening of the external smokers and its accessories using arborvitae or equivalent.

Per Code requirements, the petitioner submitted a landscape plan that has been reviewed and recommended for approval by the Village's Landscape Architect consulting firm.

BUDGET IMPACT:

REQUESTED ACTION:

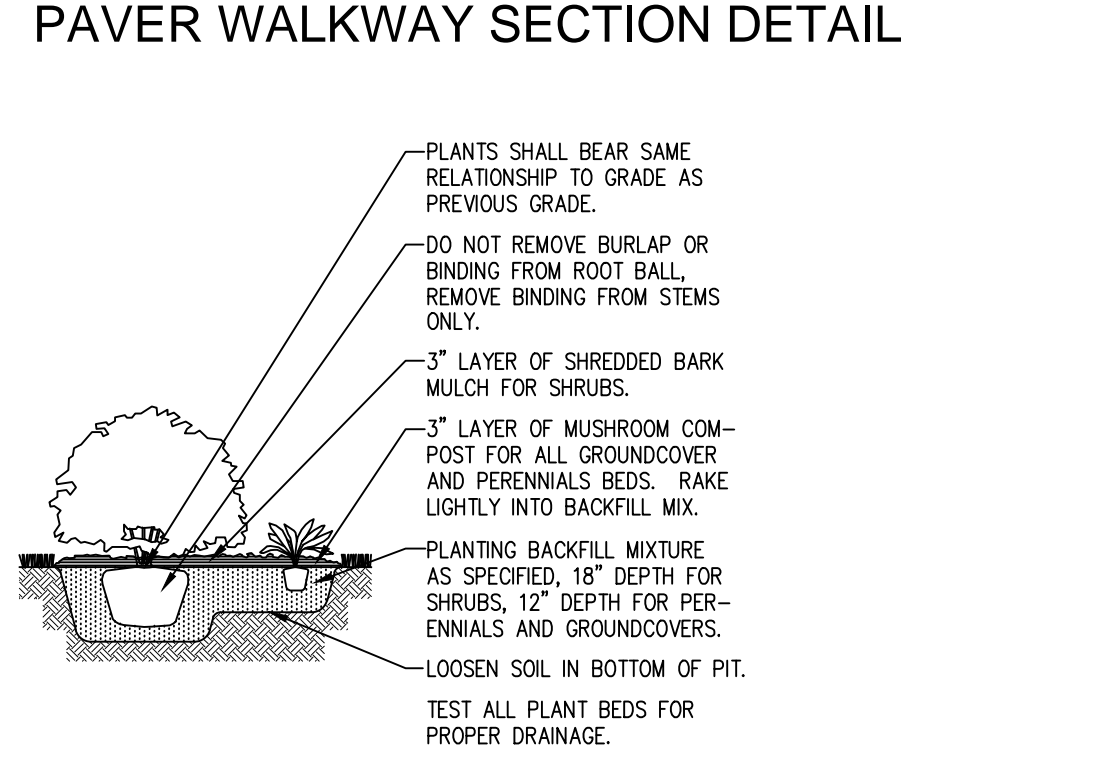
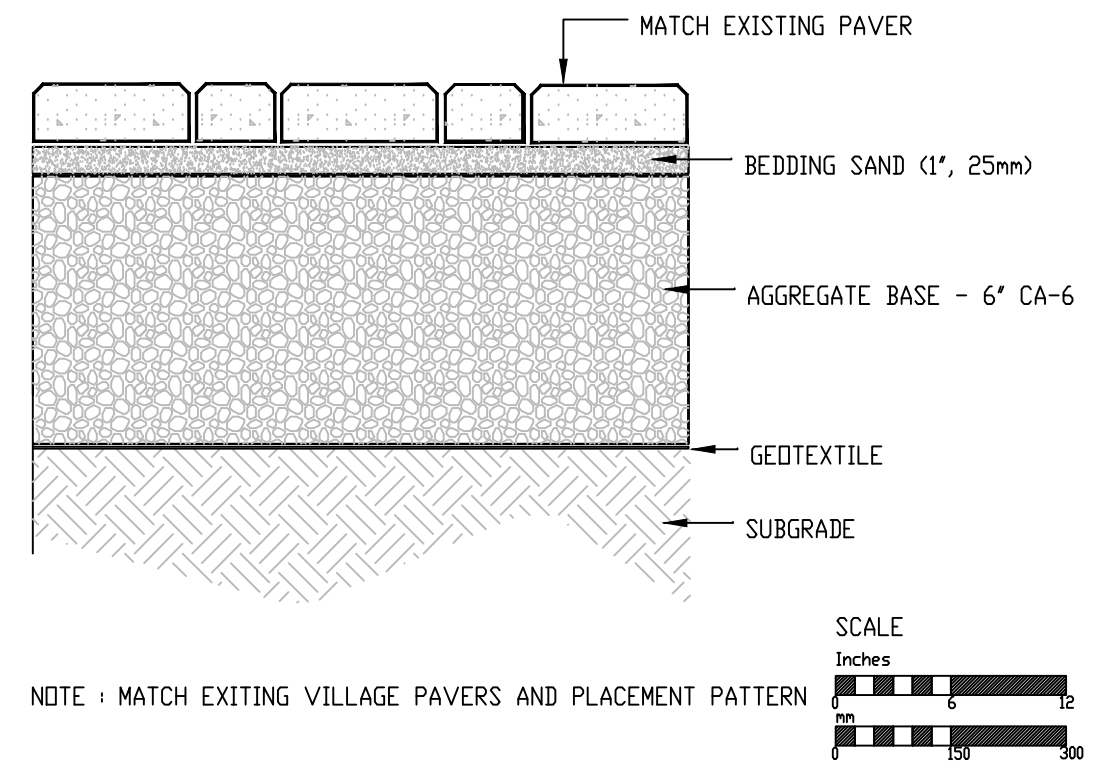
I move to accept as findings of fact the findings of fact as set forth in this staff report dated July 17, 2017;

And

I move to approve the landscape plan titled "Proposed Landscape Plan" for Gateway Plaza, Sheet L1.0, prepared by Design Studio 24 LLC and dated July 11, 2017 with the following conditions:

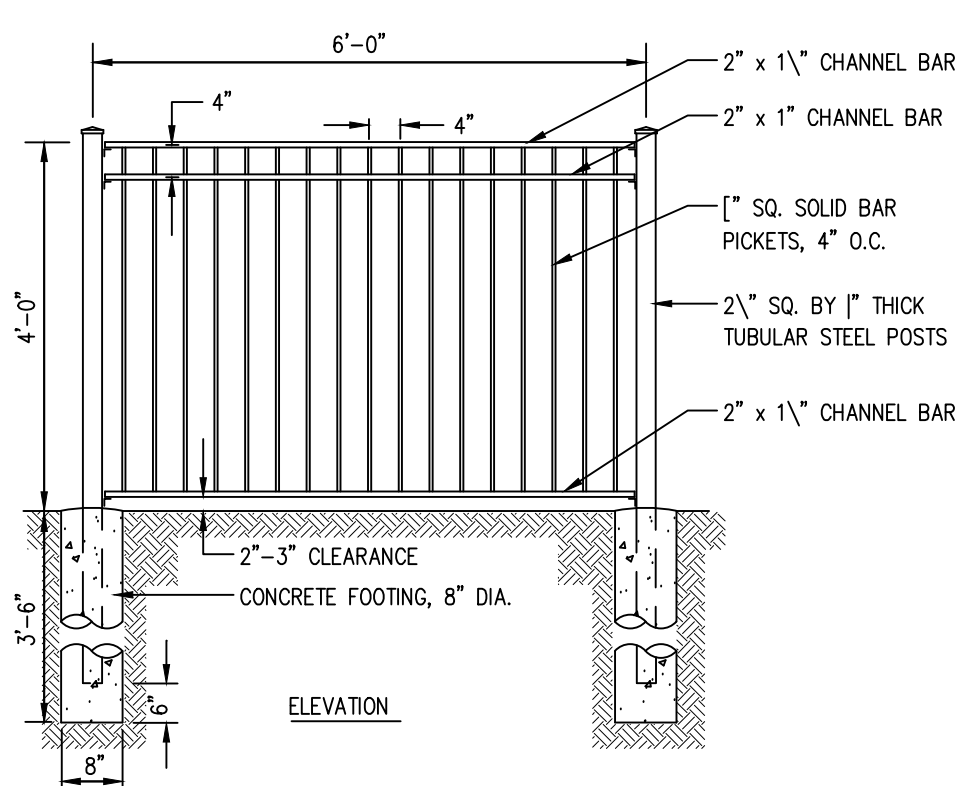
- 1) That the Petitioner provide 6 to 8 foot tall opaque, year-round screening of the external smokers and its accessories using Building Code compliant materials.
-

| PLANT LIST | | | | | | |
|-----------------------------|-----------------------------------|---------------------------|-----------|------|---------|------------------|
| | BOTANICAL NAME | COMMON NAME | SIZE | ROOT | TOTAL | ADDITIONAL NOTES |
| DECIDUOUS TREES | | | | | | |
| AF | ACER X FREEMANII 'AUTUMN BLAZE' | AUTUMN BLAZE MAPLE | 3" CAL. | B&B | 10 | BRANCHED UP 6' |
| GD | GYMNOCLADUS DIOICA | KENTUCKY COFFEE TREE | 3" CAL. | B&B | 7 | BRANCHED UP 6' |
| EVERGREEN TREES | | | | | | |
| TO | THUJA OCCIDENTALIS 'NIGRA' | DARK GREEN ARBORVITAE | 6'H x 5'W | | 7 | |
| CANOPY TREES | | | | | | |
| SG | PRINCETON SENTRY GINKGO | GINKGO 'PRINCETON SENTRY' | - | | 3 | |
| EVERGREEN SHRUBS | | | | | | |
| RA | TAXUS X MEDIA RUNYAN | YEW | 36" H | B&B | 48 | |
| RG | BUXUS 'GLENCOE' CHICAGOLAND GREEN | CHICAGOLAND-BOXWOOD | 36" H | CONT | 100 | |
| DECIDUOUS SHRUBS | | | | | | |
| BM | BLUE MUFFIN | ARROWWOOD VIBURNUM | 36" H | B&B | 31 | |
| DF | DWARF FOTHERGILLA | FOTHERGILLA GARDENII | 36" H | CONT | 40 | |
| PERENNIALS AND GROUNDCOVERS | | | | | | |
| HC | HEMEROCALLIS 'CHICAGO APACHE' | CHICAGO APACHE DAYLILY | 1 GAL | CONT | 388 | SPACED 10" O.C. |
| HH | HEMEROCALLIS 'HAPPY RETURNS' | HAPPY RETURNS DAYLILY | 1 GAL | CONT | 401 | SPACED 10" O.C. |
| GRASS | | | | | | |
| KB | POA PRATENSIS | KENTUCKY BLUEGRASS | - | CONT | 7129 sf | - |



SHRUB, PERENNIAL AND GROUNDCOVER PLANTING
SCALE: N.T.S.

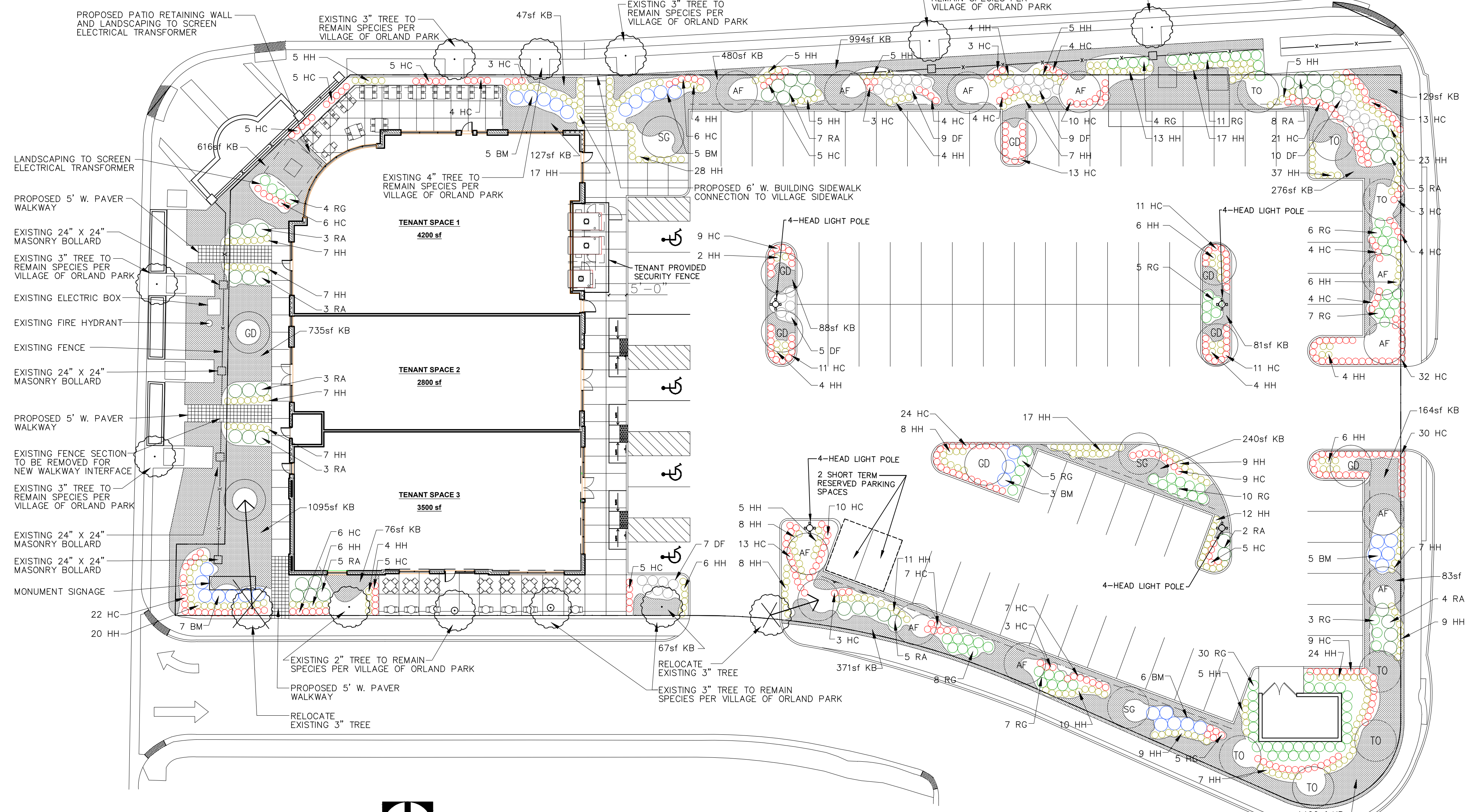
POST CAPS ARE TO BE WELDED TO THE POSTS. POST CAPS, POSTS AND FENCE SECTIONS TO HAVE A BLACK POWDERCOAT FINISH.



ORNAMENTAL RAILING
SCALE: N.T.S.

IRRIGATION NOTES

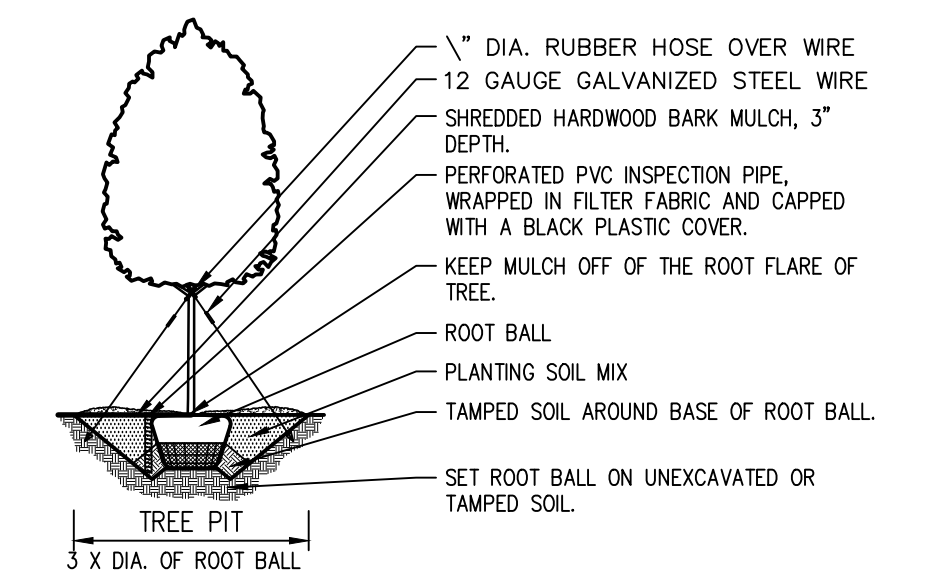
1. A PLASTIC, AUTOMATIC, TIMER-ACTIVATED IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL AREAS DESIGNATED AS SOD, PERENNIALS, AND GROUNDCOVER.
2. PROVIDE ROTARY AND MIST POP-UP SPRAYHEADS AS APPROPRIATE FOR THE PARTICULAR SIZE AND SHAPE OF LAWN OR PLANTING AREA, WITH 60% HEAD TO HEAD SPACING. THERE SHALL BE NO OVER SPRAY ON ROADS OR SIDEWALKS.
3. PROVIDE BACKFLOW PREVENTERS, BOOSTER PUMPS AND IRRIGATION CONTROLLERS LOCATED INSIDE THE BUILDING.
4. SIZE BOOSTER PUMP, IF REQUIRED, TO PROVIDE 50 GPM AND 40 PSI AT THE SPRINKLER HEADS.
5. PROVIDE SLEEVING AS NECESSARY AND COORDINATE SLEEVE INSTALLATION WITH THE GENERAL CONTRACTOR
6. ALL IRRIGATION EQUIPMENT SHALL BE BY TORO, RAINBIRD, NELSON OR APPROVED EQUAL.



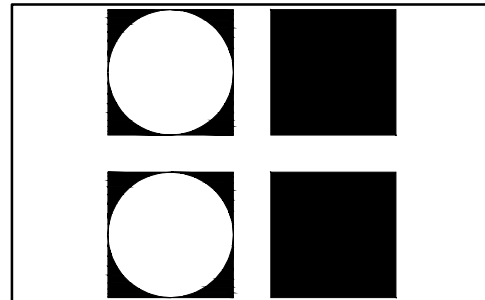
GENERAL NOTES

1. ALL PLANT SPECIES AND SIZES ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS BECOME NECESSARY, ALL REQUESTS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR OWNER AND CITY APPROVAL.
2. THE QUANTITIES LISTED IN THE PLANT LIST ARE FOR REVIEW PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO THOROUGHLY REVIEW THE PLANS AND PREPARE THEIR OWN QUANTITY TAKE-OFFS. PLANT TOTALS SHOWN ON THE PLANS SUPERSEDE ANY QUANTITIES SHOWN IN THE PLANT LIST.
3. CALL THE BUREAU OF FORESTRY FOR PARKWAY TREE REMOVAL, AND 10 DAYS PRIOR TO PLANTING IN THE PUBLIC WAY, (312) 747-2098.
4. 3" OF HARDWOOD MULCH WILL BE INSTALLED AND MAINTAINED IN ALL LANDSCAPE BEDS. "COLORIZED MULCH IS NOT PERMITTED"
5. WALKWAY PAVERS (COLOR, MATERIALS, PATTERN) TO MATCH EXISTING PAVERS BY VILLAGE OF ORLAND PARK

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE THREE TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL BASKET WIRE, TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



DECIDUOUS TREE PLANTING - SINGLE STEM
SCALE: N.T.S.



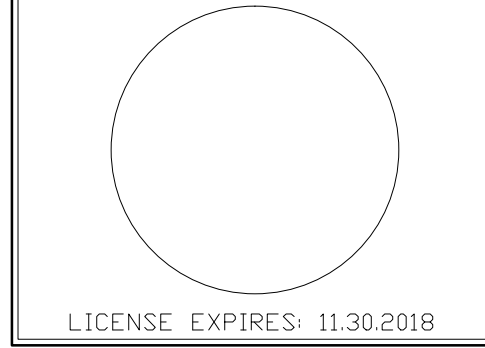
SITE PLAN STUDY
143RD and LAGRANGE
ORLAND PARK, ILLINOIS
DESIGN STUDIO 24, LLC
ARCHITECTS
1125 Remington Road, Schaumburg, IL 60173
Tel.: 847.895.7751
Fax: 847.895.9300

NOT PUBLISHED - ALL RIGHTS AND COPYRIGHTS RESERVED. DESIGN STUDIO 24, LLC, EXPRESSLY DISCLAIMS ANY RESPONSIBILITY ARISING FROM ANY UNAUTHORIZED USE OF THE DRAWINGS AND NOTES. ANY AUTHORIZATION MUST BE IN WRITING.
CAUTION: Contractor to verify all existing conditions, dimensions, etc. PRIOR to bid and construction. Contractor to notify owner and architect of any discrepancies. No plan or license for existing conditions found to be different from drawings will be accepted.
CAUTION: This drawing may have been reproduced at a size different than originally drawn. The owner and architect assume no responsibility for the use of incorrect scale. Drawings are NOT to be scaled. Not published. All rights reserved. Notify architect of any discrepancies.

STATEMENT OF COMPLIANCE
I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Codes and Ordinances of ORLAND PARK, Illinois.
STATEMENT OF COMPLIANCE
I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (II Rev Stat 1985, Ch III 1/2, pars 2711 et seq as amended) and the Illinois Accessibility Code, 71 ILCS 604-606.

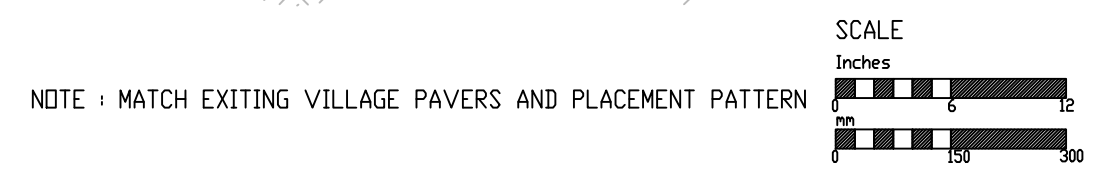
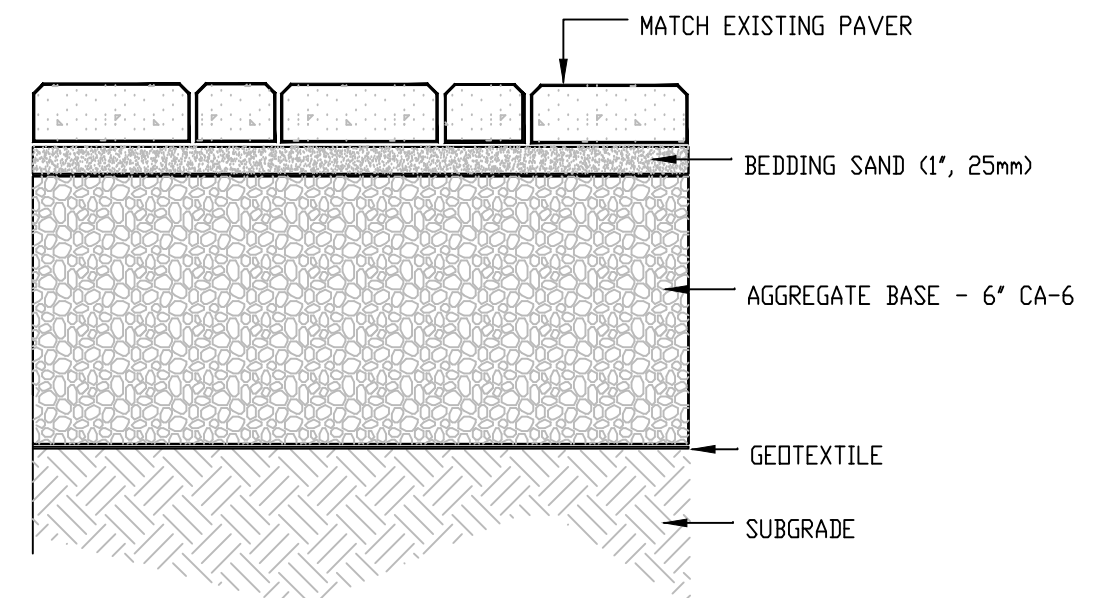
| | |
|-----------|-------------------|
| DATE | 02.14.17 |
| REVISIONS | |
| 07.11.17 | ISSUED FOR PERMIT |
| | |
| | |
| SCALE | AS SHOWN |
| DRAWN BY: | A. ALMOSAWY |

MARK T. DiGANCI
REG. ARCHITECT



L1.0

| PLANT LIST | | | | | | |
|------------------------------------|---------------------------------|---------------------------|-----------|------|---------|------------------|
| | BOTANICAL NAME | COMMON NAME | SIZE | ROOT | TOTAL | ADDITIONAL NOTES |
| DECIDUOUS TREES | | | | | | |
| AF | ACER X FREEMANII 'AUTUMN BLAZE' | AUTUMN BLAZE MAPLE | 3" CAL. | B&B | 10 | BRANCHED UP 6' |
| GD | GYMNOCLADUS DIOICA | KENTUCKY COFFEE TREE | 3" CAL. | B&B | 7 | BRANCHED UP 6' |
| EVERGREEN TREES | | | | | | |
| TO | THUJA OCCIDENTALIS 'NIGRA' | DARK GREEN ARBORVITAE | 6'H x 5'W | | 7 | |
| CANOPY TREES | | | | | | |
| SG | PRINCETON SENTRY GINKGO | GINKGO 'PRINCETON SENTRY' | - | | 3 | |
| EVERGREEN SHRUBS | | | | | | |
| RA | TAXUS X MEDIA RUNYAN | YEW | 36" H | B&B | 48 | |
| RG | BUXUS 'GLENCOE' | CHICAGOLAND-BOXWOOD | 36" H | CONT | 100 | |
| DECIDUOUS SHRUBS | | | | | | |
| BM | BLUE MUFFIN | ARROWWOOD VIBURNUM | 36" H | B&B | 31 | |
| DF | DWARF FOTHERGILLA | FOTHERGILLA GARDENII | 36" H | CONT | 40 | |
| PERENNIALS AND GROUNDCOVERS | | | | | | |
| HC | HEMEROCALLIS 'CHICAGO APACHE' | CHICAGO APACHE DAYLILY | 1 GAL | CONT | 388 | SPACED 10" O.C. |
| HH | HEMEROCALLIS 'HAPPY RETURNS' | HAPPY RETURNS DAYLILY | 1 GAL | CONT | 401 | SPACED 10" O.C. |
| GRASS | | | | | | |
| KB | POA PRATENSIS | KENTUCKY BLUEGRASS | - | CONT | 7129 sf | - |



NOTE: MATCH EXISTING VILLAGE PAVERS AND PLACEMENT PATTERN

SCALE: 1" = 12"

PLANTS SHALL BEAR SAME RELATIONSHIP TO GRADE AS PREVIOUS GRADE.

DO NOT REMOVE BURLAP OR BINDING FROM ROOT BALL. REMOVE BINDING FROM STEMS ONLY.

3" LAYER OF SHREDDED BARK MULCH FOR SHRUBS.

3" LAYER OF MUSHROOM COM-POST FOR ALL GROUNDCOVER AND PERENNIALS BEDS. RAKE LIGHTLY INTO BACKFILL MIX.

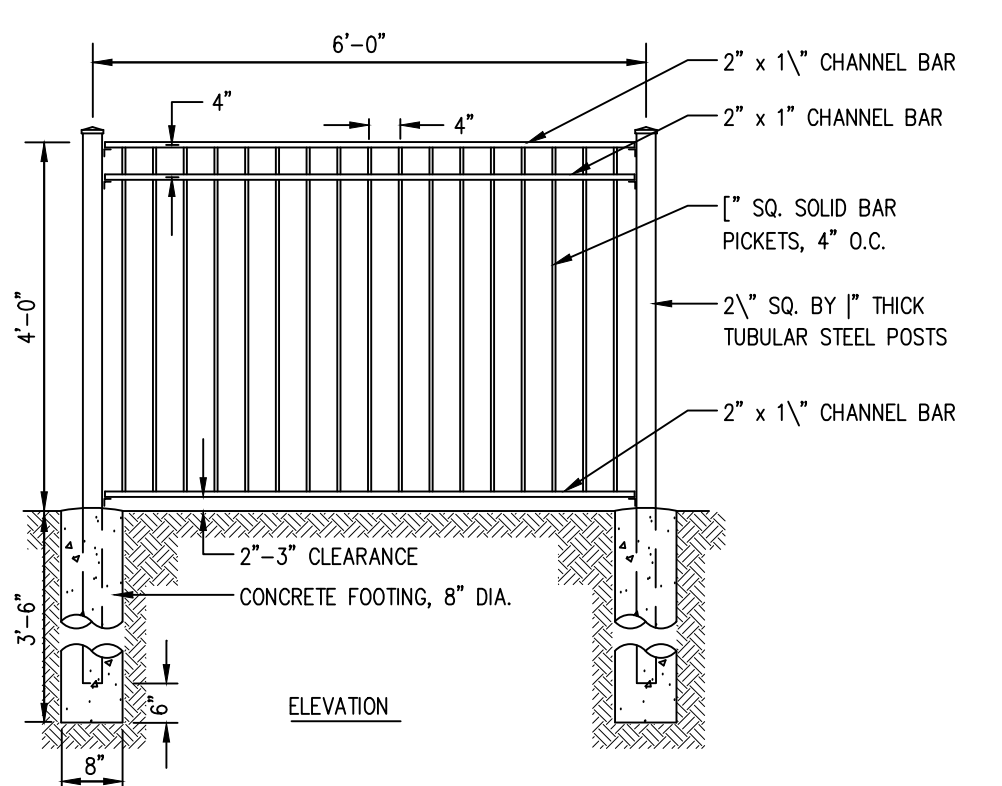
PLANTING BACKFILL MIXTURE AS SPECIFIED. 18" DEPTH FOR SHRUBS, 12" DEPTH FOR PERENNIALS AND GROUNDCOVERS.

LOOSEN SOIL IN BOTTOM OF PIT.

TEST ALL PLANT BEDS FOR PROPER DRAINAGE.

SHRUB, PERENNIAL AND GROUNDCOVER PLANTING
SCALE: N.T.S.

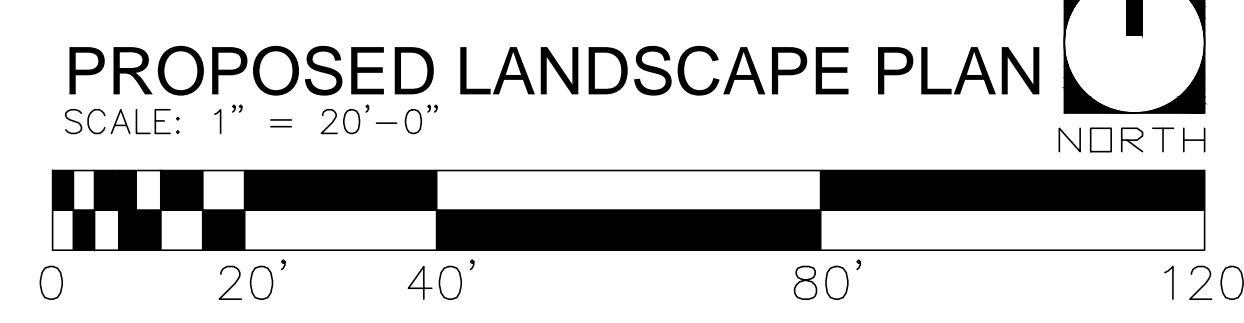
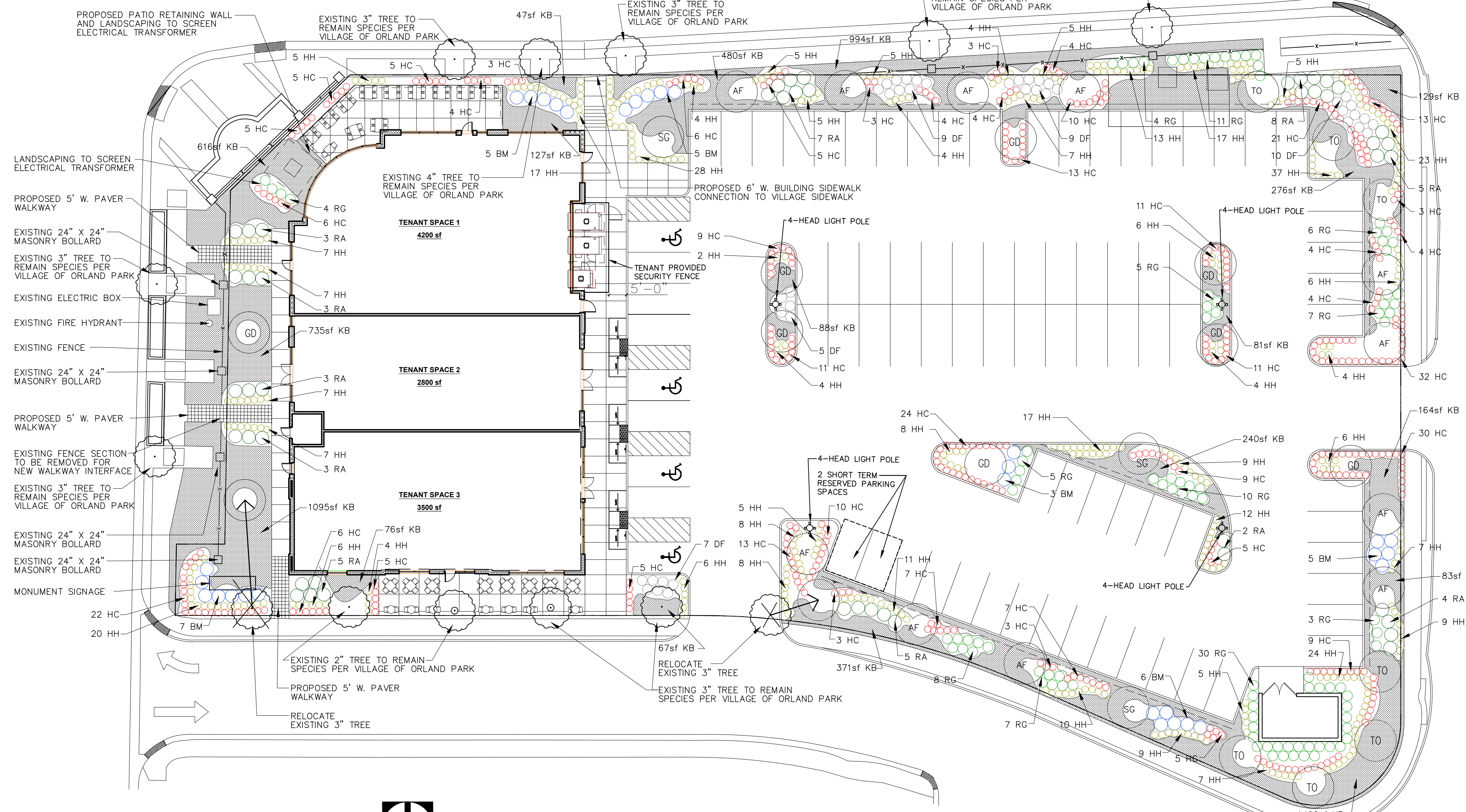
POST CAPS ARE TO BE WELDED TO THE POSTS. POST CAPS, POSTS AND FENCE SECTIONS TO HAVE A BLACK POWDERCOAT FINISH.



ORNAMENTAL RAILING
SCALE: N.T.S.

IRRIGATION NOTES

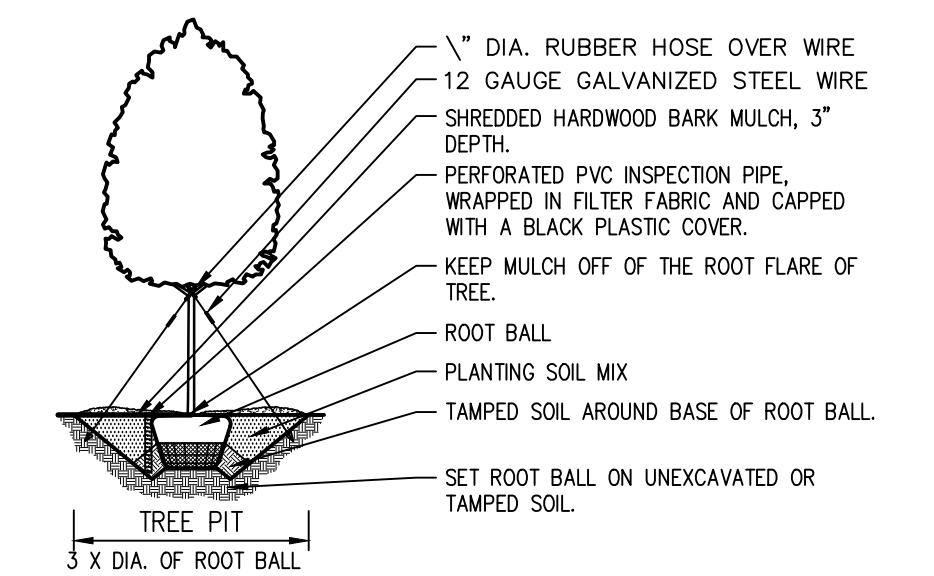
- A PLASTIC, AUTOMATIC, TIMER-ACTIVATED IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL AREAS DESIGNATED AS SOD, PERENNIALS, AND GROUNDCOVER.
- PROVIDE ROTARY AND MIST POP-UP SPRAYHEADS AS APPROPRIATE FOR THE PARTICULAR SIZE AND SHAPE OF LAWN OR PLANTING AREA, WITH 60% HEAD TO HEAD SPACING. THERE SHALL BE NO OVER SPRAY ON ROADS OR SIDEWALKS.
- PROVIDE BACKFLOW PREVENTERS, BOOSTER PUMPS AND IRRIGATION CONTROLLERS LOCATED INSIDE THE BUILDING.
- SIZE BOOSTER PUMP, IF REQUIRED, TO PROVIDE 50 GPM AND 40 PSI AT THE SPRINKLER HEADS.
- PROVIDE SLEEVING AS NECESSARY AND COORDINATE SLEEVE INSTALLATION WITH THE GENERAL CONTRACTOR
- ALL IRRIGATION EQUIPMENT SHALL BE BY TORO, RAINBIRD, NELSON OR APPROVED EQUAL.



GENERAL NOTES

- ALL PLANT SPECIES AND SIZES ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS BECOME NECESSARY, ALL REQUESTS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR OWNER AND CITY APPROVAL.
- THE QUANTITIES LISTED IN THE PLANT LIST ARE FOR REVIEW PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO THOROUGHLY REVIEW THE PLANS AND PREPARE THEIR OWN QUANTITY TAKE-OFFS. PLANT TOTALS SHOWN ON THE PLANS SUPERSEDE ANY QUANTITIES SHOWN IN THE PLANT LIST.
- CALL THE BUREAU OF FORESTRY FOR PARKWAY TREE REMOVAL, AND 10 DAYS PRIOR TO PLANTING IN THE PUBLIC WAY, (312) 747-2098.
- 3" OF HARDWOOD MULCH WILL BE INSTALLED AND MAINTAINED IN ALL LANDSCAPE BEDS. "COLORIZED MULCH IS NOT PERMITTED"
- WALKWAY PAVERS (COLOR, MATERIALS, PATTERN) TO MATCH EXISTING PAVERS BY VILLAGE OF ORLAND PARK

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE THREE TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL BASKET WIRE, TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



DECIDUOUS TREE PLANTING - SINGLE STEM
SCALE: N.T.S.

LANDSCAPE PLAN LANDSCAPE DETAILS and PLANT LIST

SITE PLAN STUDY

143RD and LAGRANGE

ORLAND PARK, ILLINOIS

DESIGN STUDIO 24, LLC

ARCHITECTS

1125 Remington Road, Schaumburg, IL 60173 Tel: 847.895.7751 Fax: 847.895.8300

NOT PUBLISHED - ALL RIGHTS AND COPYRIGHTS RESERVED. DESIGN STUDIO 24, LLC, EXPRESSLY DISCLAIMS ANY RESPONSIBILITY ARISING FROM ANY UNAUTHORIZED USE OF THE DRAWINGS AND NOTES. ANY AUTHORIZATION MUST BE IN WRITING.

CAUTION: Contractor to verify all existing conditions, dimensions, etc. PRIOR to bid and construction. Contractor to notify owner and architect of any discrepancies. No plan or tolerance to existing conditions found to be different from drawings will be accepted.

CAUTION: This drawing may have been reproduced at a size different than originally drawn. The owner and architect assume no responsibility for the use of incorrect scale. Drawings are NOT to be scaled. Not published. All rights reserved. Notify architect of any discrepancies.

STATEMENT OF COMPLIANCE

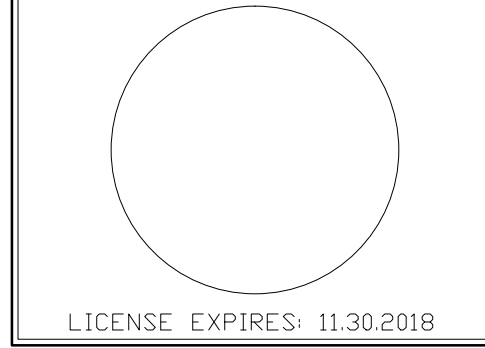
I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Codes and Ordinances of ORLAND PARK, Illinois.

STATEMENT OF COMPLIANCE

I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (II Rev Stat 1985, ch III 1/2, pars 3711 et seq as amended) and the Illinois Accessibility Code, 71 ILCS 406-00.

| | |
|-----------|-------------------|
| DATE | 02.14.17 |
| REVISIONS | |
| 07.11.17 | ISSUED FOR PERMIT |
| | |
| | |
| SCALE | AS SHOWN |
| DRAWN BY: | A. ALMOSAWY |

MARK T. DiGANCI
REG. ARCHITECT



L1.0

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2017-0504 |
| Orig. Department: | Development Services Department |
| File Name: | MWRD Grant - Authorizing Application for a Green Infrastructure Grant for a Green Roof at Village Hall - Resolution |

BACKGROUND:

In 2011, the Village worked with CBBEL to develop an application for funding for a green roof on Village Hall via the Illinois Green Infrastructure Grant Program. Funding for the project was not awarded. Since that time, the Illinois Green Infrastructure Grant Program has been suspended.

Interest in establishing a green roof at Village Hall has persisted. The Village Hall green roof would create an educational and social gathering space accessible to residents, visitors and staff members alike. The green roof would also increase awareness of the watershed and water quality benefits potentially leading to the construction of more of these types of projects throughout the Village.

The proposed location for the green roof on two (2) second floor terraces on the north side of Village Hall are highly visible and relatively accessible to the Public and Village Staff. Additionally, these terraces overlook the Village’s stormwater detention basin, which would directly benefit from the improved water quality generated by the green roof.

The first step in determining the feasibility of a green roof at Village Hall was to perform a structural analysis of the proposed locations. Such an analysis was performed by Christopher B. Burke Engineering (CBBEL) of the two (2) terraces on May 12, 2017, which verified that both terraces have the structural capacity to allow for the installation of a green roof. The Village’s landscape architecture consultant Planning Resources Inc., will assist in the design and bid spec development for the green roof design. Funding to pay for this work would come from the Village’s Tree Preservation and Green Infrastructure Account.

The attached resolution in support of the MWRD - Green Infrastructure Program Grant application is now before the Village Board for consideration.

BUDGET IMPACT:

Funds from the Tree Preservation and Green Infrastructure Account (# 010-0000-223100) will fund the 1:1 match, for approximately \$25,000, depending on the final award amount.

Although there are currently adequate funds in the Tree Preservation and Green Infrastructure Account to cover the \$25,000 match for the MWRD GI grant, by accepting the grant the Village would be able to utilize that money for additional green infrastructure and tree planting projects.

REQUESTED ACTION:

.....

I move to pass Resolution Number _____, entitled: A RESOLUTION AUTHORIZING APPLICATION FOR A MWRD GREEN INFRASTRUCTURE PROGRAM GRANT.

A RESOLUTION AUTHORIZING APPLICATION FOR A MWRD GREEN INFRASTRUCTURE PROGRAM GRANT.

WHEREAS, the MWRD (Metropolitan Water Reclamation District of Greater Chicago), through the Green Infrastructure (GI) Program Grant, has established a grant program that provides funding to local government projects that utilize green infrastructure to better manage storm water and promote clean water.

WHEREAS, the Village of Orland Park is submitting an application for said grant.

WHEREAS, approval for said funds will impose certain financial obligations upon the Village to provide an equal local match.

WHEREAS, the Village of Orland Park is committed to the application of green infrastructure strategies to the improvement of stormwater management at Village Hall.

WHEREAS, the funding provided for by this grant opportunity will foster a positive and collaborative relationship between the Village of Orland Park and the MWRD.

WHEREAS, the community will benefit from green infrastructure improvements that reduce flood risk, improve water quality, and provide access to open space with educational provisions.

BE IT KNOWN, that the Village Trustees of this municipality hereby authorize the submission of an application for the MWRD - Green Infrastructure Program Grant.

NOW, THEREFORE, Be It resolved, by the President and Board of Trustees of the Village of Orland Park, Illinois:

SECTION 1

The Village Board supports the effort to construct the site development for the Village Hall Green Roof, and therefore supports the submittal of the grant application.

SECTION 2

The Village Board authorizes staff as designated by the Village Manager to furnish on behalf of the Village such additional information, assurances, certifications and amendments as may be required by MWRD - Green Infrastructure Program Grant in connection with this assistance grant application.

SECTION 3

That in the event Orland Park is selected as the grant recipient, the Village Board authorizes the expenditure of Tree Preservation and Green Infrastructure Account funds in the amount of approximately \$25,000 as a 1:1 local match for the MWRD - Green Infrastructure Program Grant.

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2017-0503 |
| Orig. Department: | Development Services Department |
| File Name: | 15610 LaGrange Road, LaGrange Retail Development - Public Hearing for the Annexation of and the Annexation Agreement for the Planned Unit Development of a Retail Shopping Center |

BACKGROUND:

On June 5, 2017, the Village Board of Trustees approved the site plan, elevations, preliminary landscape plan, rezoning, subdivision and special use permit for a Planned Unit Development of a retail shopping center at 15610 LaGrange Road subject to annexation.

This request for a public hearing on the annexation agreement for the property located at approximately 15800 LaGrange Road (the old Army Maintenance and Support Facility, which is the south half of the redevelopment area). The property to be annexed is approximately nine (9) acres immediately adjacent and to the north of Lakeview Plaza. The petitioner requests annexation into the Village of Orland Park in order to construct and maintain a six (6) lot commercial planned unit development and to connect to Village utilities. As the annexation is only for the south half of the proposed redevelopment area, only the south half will be rezoned upon annexation from E-1 Estate Residential District (default zoning) to COR Mixed Use District.

A draft Annexation Agreement is attached for review but is not yet ready to be executed.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adjourn the public hearing on the annexation agreement for the property located at 15800 LaGrange Road, part of the 15610 LaGrange Road, LaGrange Retail Development PUD.

THIS DOCUMENT PREPARED BY:

E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

ANNEXATION AND DEVELOPMENT AGREEMENT
(15610 LAGRANGE ROAD PLANNED UNIT DEVELOPMENT) –
15610 S. LAGRANGE ROAD

INTRODUCTION.

1. THIS AGREEMENT entered into this _____ day of _____, 2017, by and between the VILLAGE OF ORLAND PARK, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Village") and SWC 156TH, LLC, an Illinois Limited Liability Company (hereinafter referred to as "Owner").

2. The Property subject to this Agreement and legal title to which is vested in part in the Owner (excepting such portion as is dedicated to the public), is legally described as follows:

PARCEL A:

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, AND A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND KNOWN AS U.S. TRACT NO. A100-2; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 322.50 FEET TO A POINT ON A PARALLEL LINE TO SAID EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SAID POINT ALSO BEING ON THE EAST LINE OF A PARCEL OF LAND

KNOWN AS U.S. TRACT NO. A100; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 896.30 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE VILLAGE OF ORLAND PARK, DATED APRIL 26, 1971; THENCE NORTHEAST WITH SAID PARCEL OF LAND, A DISTANCE 725.30 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND KNOWN AS U.S. TRACT NO. A110; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 424.70 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 242.70 FEET, TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 42.00 FEET, TO A POINT; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 122.00 FEET, TO A POINT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 259.00 FEET TO A POINT ON A LINE, THAT IS 395.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16; THENCE EAST WITH SAID PARALLEL LINE, A DISTANCE OF 556.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTH WITH SAID EAST LINE, A DISTANCE OF 345.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SITUATE IN THE STATE OF ILLINOIS, COUNTY OF COOK.

PARCEL B:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16 AFORESAID THAT IS 932.50 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 556.0 FEET TO A POINT THAT IS 947.50 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 259.0 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 42.0 FEET TO A POINT; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 122.0 FEET TO A POINT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 42.0 FEET TO A POINT; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 135.40 FEET TO A POINT THAT IS 582.50 FEET

SOUTH OF THE NORTH LINE AND 921.0 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE EASTERLY ALONG A STRAIGHT LINE. A DISTANCE OF 921.0 FEET TO A POINT IN THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 16, THAT IS 582.50 FEET SOUTH OF THE NORTH LINE OF SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS (EXCEPT THAT PART OF 96TH AVENUE ALSO KNOWN AS LAGRANGE ROAD LYING EAST OF THE WEST RIGHT OF WAY LINE OF LAGRANGE ROAD AS DEDICATED BY DOCUMENT 10123562 AND THAT PART CONTAINED IN CONDEMNATION CASE 11L50834 ALSO EXCEPT THAT PART CONTAINED WITHIN 156TH STREET AS DEDICATED PER DOCUMENT NUMBERS (0920245102, 0826331109 AND 0630717115)

PIN NOS. 27-16-401-005, -008 and -011

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property consists of approximately 14.0 acres (Parcel A is 9.2 acres and Parcel B is 4.8 acres) and is located at 15610 S. LaGrange Road in unincorporated Orland Township, Cook County, Illinois.

4. The Subject Property is proposed to be developed under the COR - Mixed Use District classification of the Land Development Code of the Village of Orland Park (the "Code"), with a Special Use for a six (6) lot commercial planned unit development on the two (2) existing parcels with modifications to reduce the wetland setback from 50 feet to zero feet and to meet site detention requirements offsite in the regional detention facility along Ravinia Avenue.

5. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that Parcel A of the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the COR - Mixed Use District provisions of the Code, with a Special Use for a six (6) lot commercial planned unit development and with modifications as specified in paragraph 4, above.

2. Owner has petitioned the Village for annexation to the Village of Parcel A of the Subject Property and for amendments to the zoning map classifying the entire Subject Property as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of Parcel A of the above-described Subject Property and zoning of the entire Subject Property to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation and rezoning as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

- (a) Adoption and execution of this Agreement by ordinance;
- (b) Enactment of annexation ordinances annexing Parcel A of the Subject Property as described above to the Village;
- (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;
- (d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The Subject Property is not within a Public Library District. No roads adjacent to or on the Subject Property are under the jurisdiction of a township. The Village does not provide fire protection services to the Subject Property.

6. The parties hereto have determined that it is in the best interests of the Village and Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the Comprehensive Plan of the Village and will constitute a preservation of environmental values.

SECTION 1:

Annexation.

Parcel A of the Subject Property is not now within the corporate limits of the Village and is contiguous to the Village. The Owner has filed a petition for annexation to the Village of Parcel A of the Subject Property pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex Parcel A of the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 65, Act 5, Article 7, of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the home rule powers of the Village, the Village shall by proper Ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause Parcel A of the Subject Property to be annexed to the Village. Also, the Village, upon annexation of Parcel A of the Subject Property, shall thereafter adopt all ordinances respecting the zoning, use and development of the Subject Property as herein provided. A recordable plat of annexation of Parcel A of the Subject Property to be annexed is to be prepared by Owner and attached hereto as EXHIBIT A. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Owner shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of Parcel A of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of Parcel A of the Subject Property to the Village.

SECTION 2:

Zoning, Plan Approval and Design Standards.

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by proper ordinance after execution of this Agreement and annexation of Parcel A of the Subject Property to the Village cause the entire Subject Property described above to be classified as COR - Mixed Use District of the Code, with a Special Use for a six (6) lot commercial planned unit development on the two (2) existing parcels, with modifications to (a) reduce detention pond setbacks from a required 50 feet to zero feet; and (b) meet site detention requirements offsite using the regional detention facility along Ravinia Avenue.

B. The Subject Property shall be developed substantially in accordance with the preliminary site plans appended hereto and incorporated herein as EXHIBIT B entitled "Retail Development SWC LaGrange Road and 156th Street Orland Park, IL. Site Plan", prepared by Soos & Associates Inc., dated 10/27/2008, last revised 5/18/17, sheet number SP-47A, subject to the following condition:

Maintain shared parking and cross-access between users for all and through all parking fields within the planned unit development.

C. The Subject Property shall further be developed in accordance with the elevation drawings titled "Retail Development SWC LaGrange Road & 156th Street Orland Park, IL.

Proposed Exterior Elevations”, prepared by Soos & Associates Inc., dated 9/19/2016, last revised 2/15/17, sheet number A-07; and “Chuy’s Orland Park, IL.”, prepared by Parkway C&A, LP, dated 4/4/17, sheet number A-01; and “Miller’s Alehouse Orland Park Elevations Revised”, prepared by FRCH Design Worldwide, dated 4/12/17, sheet numbers 2, 3 and 4; and “Retail Development SWC LaGrange Road & 156th Street Orland Park, IL. Site Amenities”, prepared by Soos & Associates Inc., dated 10/27/08, last revised 4/25/17, sheet number A-10, all subject to the following conditions:

1. Indicate window transparency on the elevation drawings for Miller’s Alehouse;
2. Work with Village staff to address the blank wall surface areas on the east and south elevations visible from LaGrange Road;
3. Screen all mechanical equipment either at grade level with landscaping or hidden behind parapets;
4. Submit separate sign permit applications for Village review of signage; and
5. Anchored masonry veneer shall have a minimum thickness of 2.625 inches.

D. The Subject Property shall further be developed in accordance with the landscape plan titled “Retail Development Overall Landscape Plan”, prepared by Kimley-Horn and Associates, Inc., dated 2/16/17, last revised 5/19/17, sheets L2.0, L2.1, L2.2, L2.3, L2.4, and L2.5, and in accordance with the Code and final landscaping plans approved by the Village, subject to the same conditions outlined in the above preliminary site plan and elevation drawings motions and the following condition:

Provide the necessary mitigation for the removal of the wetlands and trees in accordance with the United States Army Corps of Engineers’ standards and the Village Land Development Code respectively.

Owner agrees that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago or any other governmental agency, must be obtained. Owner agrees to maintain and keep in good repair the public improvements that are to be constructed until accepted by the Village. The Owner agrees that the Subject Property shall be developed substantially in accordance with said preliminary site plan as shown in EXHIBIT B, the elevation drawings as shown in EXHIBIT C and the preliminary landscape plan as shown in EXHIBIT D as approved or as may be subsequently amended and approved by the Village.

The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the Metropolitan Water Reclamation District of Greater Chicago, or any other governmental agency. Owner agrees to construct any improvements required by the aforesaid permit at Owner's sole expense.

Any public improvements required to serve the Subject Property, shall be constructed and installed within two (2) years from the date hereof unless extended by Agreement. If the date of completion falls after September 30, but prior to May 30, the completion date shall be the following May 30.

E. The Owner must be at all times fully responsible for all costs of such care and maintenance of any stormwater detention areas and management facilities serving the Subject Property.

F. Existing septic systems contained on the Subject Property, if any, shall be removed and any wells on the same shall be capped in accordance with the requirements of the Illinois Environmental Protection Agency and/or the Illinois Department of Transportation.

SECTION 3:

Contributions.

Upon application for the initial building permit, the Owner shall pay to the Village the transportation exaction fees as provided in Article 5, Section 5-112 H. 6. of the Code.

Said sum of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sum being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent developer of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. Other than such payments to the Village as provided in this Agreement as well as the customary permit and inspection fees, no additional contributions, impact or exaction fees shall be paid to the Village by the Owner.

Village shall solely determine how said sum so paid shall be allocated and disbursed.

Sums of money required to be paid hereunder shall be obligations of the Owner and all successors in title, and no conveyance of the Subject Property shall relieve Owner or any subsequent owner or developer, of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, the Village shall have all other rights and remedies against the Owner or any subsequent owner for the collection of monies.

SECTION 4:

Water Supply.

Owner shall construct and install at its expense any necessary on-site water mains to service the Subject Property in accordance with the Code and final engineering plans

approved by the Village. The Village agrees to permit connection of the aforementioned water mains to the water facilities of the Village and to furnish water service on the same basis as said services are furnished to other parts of the Village. The water connection charge(s) shall be computed by the Village Building Department based upon the size of the water connection and the number of water meters to be installed and based upon the Village water connection charges presently in effect on the date of this Agreement.

SECTION 5:

Sanitary and Storm Sewers.

Owner shall construct and install at its expense any necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. "As built" plans of the existing sanitary sewer serving the Subject Property must be provided by Owner to the Village. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur.

Owner shall be required to construct and install at its expense the necessary storm sewers and storm water management facilities in accordance with the Code and final engineering plans approved by the Village utilizing the Village's regional stormwater detention along Ravinia Avenue to the west of the Subject Property. The Village shall reimburse the Owner in the amount of up to \$70,800.00 (which amount of reimbursement must be supported by receipts or paid invoices reviewed and approved by the Village and, at the Village's option, may be paid through fee waivers) for redesign costs incurred by Owner to accomplish piping the stormwater to the said Ravinia Avenue detention facility. In addition, Owner must construct the bio-swale on Lot 5 (Outlot marked as "Detention" on EXHIBIT B), which will thereafter be owned and maintained by the Village. Owner agrees to permit connection of the aforementioned storm sewers to the storm sewer system of the Village and to furnish storm sewer service on the same basis as said services are furnished to other parts of the Village. Owner shall pay all required fees due to the Village and the Metropolitan Water Reclamation District of Greater Chicago. Owner agrees that the storm water management facilities on the Subject Property, if any, shall be private. Owner and successors in title shall maintain all storm water management facilities and detention/retention basins on the remaining site after conveyance/dedication of Lots 5 and 6 to the Village in accordance with SECTION 6, below.

SECTION 6:

Conveyance/Dedication of Two (2) Outlots to Village.

In consideration for (a) the Village's approval of Owner's use of the Village's regional storm water detention facility (along Ravinia Avenue to the west of the Subject Property) to accommodate stormwater detention/retention requirements for the Subject Property; (b) at the Village's discretion, the Village will pay for the transportation of suitable fill or will transport fill from stockpiles of the Palos Community Hospital South Campus project or another appropriate location to the Subject Property or do a combination of the two; and (c)

the Village will reimburse Owner for the incremental costs for the demolition of the buildings that would otherwise remain on Lots 5 and 6 (as hereinafter described) but not including the capping of the well. Owner will convey to the Village two (2) Outlots, marked as “Detention” (Lot 5) and “Wetland” (Lot 6). Such conveyance/dedication to the Village shall be in accordance with SECTION 14 hereof.

SECTION 7:

Dedication and Construction of Streets; Street Lights; Miscellaneous.

A. Street.

The Owner shall provide access to the site.

Also, Owner shall be required to keep all adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a day, and more often if required by Village in its sole judgment. For each day that the streets are not cleaned as required hereunder during construction, Owner shall be subject to a fine as provided in the Code. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

B. Miscellaneous.

The Owner shall install, maintain and locate any underground utilities that will be dedicated or conveyed to the Village including water, sanitary sewer, storm sewer and street light cables. Owner shall demolish the existing path and re-construct an eight (8’) foot wide bike path along 156th Street from LaGrange Road west, and Owner will dedicate the necessary (as determined by the Village) land to 156th Street for the bike path. In addition, Owner will construct and install the LaGrange Road sidewalk along the LaGrange Road frontage of the Subject Property

SECTION 8:

Easements.

The Owner agrees at the time of approval of this Annexation and Development Agreement to grant to the Village, and/or obtain grants to the Village of, any necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION 9:

Developmental Codes and Ordinances and General Matters.

Owner must construct in accordance with the existing building and other developmental codes and ordinances of the Village as they exist on the date of issuance of the permit.

Upon subdivision of the Subject Property annexed, the development of same shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date the permit for development of the Subject Property is issued. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time. All fees, etc., set forth under the various ordinances of the Village shall be paid by the Owner at the rate set forth in the Village ordinances at the time each permit is issued.

No occupancy permit shall be issued for any building prior to the completion of the required public improvements. Provided, however, the construction and installation of the public improvements to be done by Owner may be commenced at any time after Owner has delivered to Village an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the Village in the amount of 125% of the Owner's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, or 110% of actual construction contract costs, including all required lighting, streets and street lights, landscaping, sewer and water lines and storm water management facilities. As public improvements are installed or constructed by Owner, a reduction in the amount of the letter of credit will be allowed by the Village in a reasonable and timely manner in accordance with customary Village practice.

SECTION 10:

Utilities.

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option.

SECTION 11:

Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any

successor municipal authorities of said Village and successor municipalities, for a period of ten (10) years from the date of execution hereof and any extended time that may be mutually agreed to by amendment, without further public hearing.

The terms and conditions of this Agreement relative to the contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION 12:

Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Keith Pekau
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue - Suite 10
Orland Park, Illinois 60462

For the Owner:

1. SWC 156TH, LLC
9440 Enterprise Drive
Mokena, Illinois 60448
Attn: Joe Bochenski, Manager
2. Murray J. Lewison
Johnson and Colmar
2201 Waukegan Road – Suite 260
Bannockburn, Illinois 60015

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION 13:

Permits and Letter of Credit.

The Owner shall not be entitled to obtain the building permit, nor any sign permits, and shall not be entitled to construction of any other appurtenant facilities unless and until the proper letter of credit or cash deposit has been made to the Village in accordance with the Code. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees and bicycle path, if any, as required by the Code and this Agreement.

Owner agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods not to exceed five years, unless an extension is agreed to by the Village. In addition, the Village, after providing Owner with 30 days advance written notice, or 10 days advance written notice in the event of a bona fide emergency as determined by the Village, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove any dirt stock pile which results from the development should they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it not be permitted to remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Owner relocates or removes the stock piles as directed by the Village within the applicable notice period.

SECTION 14:

Conveyance, Dedication and Donation of Real Estate.

Any conveyance, dedication or donation of real estate required of the Owner (hereinafter referred to as Grantor for purposes of this SECTION 14) to the Village or other governmental authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title by trustee's deed or other appropriate instrument, as determined by the Village.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

(1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

(2) terms of this Agreement;

(3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and

(4) such other exceptions acceptable to the grantee.

D. Title Insurance. Grantor, shall provide to the Village (hereinafter referred to as Grantee for purposes of this Section), not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance Company or such other title insurance company acceptable to the Grantee. The commitment for title insurance shall be in usual and customary form subject only to:

(1) the usual and customary standard exceptions contained therein;

(2) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;

(3) subparagraphs 1 and 2 of paragraph C above; and

(4) such other exceptions as are acceptable to the grantee.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not less than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Grantor.

E. Taxes, Liens, Assessments, Etc.

General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or

expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication.

To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Village, otherwise at a date, time and place set by Village not less than thirty (30) days after notice thereof is given by Village to Grantor.

G. Environmental Assessment.

Not less than five days prior to any conveyance, dedication or donation of real estate required under this Agreement, any Village ordinance or other requirement, the Grantor, at its sole cost and expense, shall have caused to be prepared and submitted to the Village, a written report of a site assessment and environmental audit, in scope, form and substance, and prepared by an independent, competent and qualified environmental engineer ("Engineer") satisfactory to the Village (the "Environmental Audit"), and dated not more than sixty (60) days prior to the transfer date, showing the Engineer made all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability, which takes into account and satisfies the "innocent landowner" provision set forth at 42 U.S.C. 96901(35), such that consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the property which could necessitate an environmental response action, and which demonstrates that the property and the facility complies with, and does not deviate from, all applicable federal, state, county, regional and local environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder.

The Environmental Audit shall also demonstrate that the property and the improvements located thereon, if any, do not contain:

- (1) asbestos in any form;
- (2) urea formaldehyde;
- (3) transformers or other equipment that contain fluid containing polychlorinated biphenyls;
- (4) underground storage tanks, or
- (5) any other chemical, material or substance, the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority (the "Authorities") or which poses a hazard to the health and safety of the occupants of the property or the facility, or the occupants of adjacent property.

The Environmental Audit shall also demonstrate that the property and facility are not, and have not been, the subject of any past, existing or threatened investigation, inquiry or proceeding concerning environmental matters by the Authorities, and that no notice or submission concerning environmental matters has been given or should be given with regard to the property and the facility to the Authorities. The Environmental Audit shall demonstrate that the property and facility are not subject to, or covered by, the requirements of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. 11001, et seq., and that the property is not now being used and has never been used for any activities involving directly or indirectly the use, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste.

The Grantor of the property and facility acknowledges and agrees that the Village shall not be obligated to take title to any land if, in its sole and exclusive judgment (including without limitations, information revealed by the Environmental Audit), that the use or condition of the property, or any part thereof, poses a material health, safety or environmental hazard.

SECTION 15:

Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services;
- (2) all attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President and Owner from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land

improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owner.

Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner, and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION 16:

Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. That the Owner is the legal title holder and the owner of record of the Subject Property and that Joe Bochenski is the sole Member/Manager of said limited liability

company.

2. That the Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.

3. That other than the Owner, no other entity or person has any interest in the Subject Property or its development as herein proposed.

4. That Owner provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

5. With respect to any real estate herein which will become property of the Village, Owner (and its undersigned officer) warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property it has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner or any other party whatsoever. Owner (and its undersigned officer) similarly represents and warrants that to the best of its knowledge, there was not underground storage (or other) tank, not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's acquisition of ownership or control of the property.

Owner (and its undersigned officer) similarly further represents and warrants that to the best of its knowledge, the property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. The Owner shall and does hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village or its assigns as a consequence, directly or indirectly, of any misrepresentation by Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

SECTION 17:

Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations

have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations.

SECTION 18:

No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION 19:

Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION 20:

Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION 21:

Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION 22:

Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner.

SECTION 23:

Authorization to Execute.

The Owner and the officers of the Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of the Owner and that all representations and warranties made by Owner herein are also made by the officer of the Owner executing this Agreement.

The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION 24:

Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION 25:

Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION 26:

Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION 27:

Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION 28:

Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION 29:

Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION 30:

Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK,
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

Village Clerk

OWNER:

SWC 156TH , LLC

By: _____
Joe Bochenski,
Its Member/Manager

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0470 |
| Orig. Department: | Police Department |
| File Name: | Tyler Technologies, Inc. (formerly New World Systems) Computer Aided Dispatch and Records System Annual Maintenance fee - Purchase |

BACKGROUND:

In 2010, the police department purchased a Computer Aided Dispatch (CAD) and records system from New World Systems in Troy, Michigan (now Tyler Technologies, Inc.). The annual maintenance fee for the software to include upgrades is \$130,863.00. The total payment is a 50/50 split between the village for the records management system and the Orland Joint Emergency Telephone Board (911) for the dispatch system for the period 7-1-17 through 06-30-18. The village portion has been budgeted for in the BIS budget.

This item is going directly to Board.

BUDGET IMPACT:

The annual maintenance is a budgeted item under line item 010-1600-443610 in the MIS budget.

REQUESTED ACTION:

I move to approve the payment of \$65,431.50 to Tyler Technologies, Inc., Troy, Michigan for the Village share of the annual maintenance fee for the Tyler Technologies, Inc. CAD software.



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

| | | |
|-------------------|-------------|-------------|
| Invoice No | Date | Page |
| 030-9451 | 06/22/2017 | 1 of 2 |

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Questions:
 Tyler Technologies - New World
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: Orland Park, IL
 15100 S Ravinia Ave
 Orland Joint Emerg. Telephone Sys. Board
 Orland Park, IL 60462-3745

Ship To: Orland Park, IL
 15100 S Ravinia Ave
 Orland Joint Emerg. Telephone Sys. Board
 Orland Park, IL 60462-3745

| | | | | | |
|---------------------|---------------|------------------|-----------------|--------------|-----------------|
| Customer No. | Ord No | PO Number | Currency | Terms | Due Date |
| 50141 | 4930 | | USD | NET30 | 07/22/2017 |

| Description | Extended Price |
|-----------------------------------|----------------|
| Annual Maintenance 7.1.17-6.30.18 | 130,863.00 |

Milestone Details

| Description: | Contract Amount: | Percent Invoiced: | Amount Invoiced: |
|--|------------------|-------------------|------------------|
| New World Standard Maintenance - Activity Reporting and Scheduling MSP | 1,131.00 | 100% | 1,131.00 |
| New World Standard Maintenance - Alarms Tracking and Billing MSP | 1,696.00 | 100% | 1,696.00 |
| New World Standard Maintenance - Analysis Base With Two Applications | 4,239.00 | 100% | 4,239.00 |
| New World Standard Maintenance - ArcGIS Advanced Enterprise Server Integration | 283.00 | 100% | 283.00 |
| New World Standard Maintenance - ArcGIS Runtime Desktop | 64.00 | 100% | 64.00 |
| New World Standard Maintenance - ArcGIS Runtime Mobile In-Car | 783.00 | 100% | 783.00 |
| New World Standard Maintenance - AVL CAD Interface | 1,837.00 | 100% | 1,837.00 |
| New World Standard Maintenance - AVL Interface | 1,837.00 | 100% | 1,837.00 |
| New World Standard Maintenance - Base Message Switch to NCIC | 7,631.00 | 100% | 7,631.00 |
| New World Standard Maintenance - Bicycles MSP | 1,131.00 | 100% | 1,131.00 |
| New World Standard Maintenance - Bookings MSP | 1,696.00 | 100% | 1,696.00 |
| New World Standard Maintenance - Briefing Notes CAD MSP (Includes BOLOs) | 1,272.00 | 100% | 1,272.00 |
| New World Standard Maintenance - CAD Auto Routing MSP | 1,272.00 | 100% | 1,272.00 |
| New World Standard Maintenance - CAD AVL MSP | 1,272.00 | 100% | 1,272.00 |
| New World Standard Maintenance - Career Criminal Registry MSP | 1,131.00 | 100% | 1,131.00 |
| New World Standard Maintenance - Case Management MSP | 1,131.00 | 100% | 1,131.00 |
| New World Standard Maintenance - Demographic Profiling Reporting MSP | 1,696.00 | 100% | 1,696.00 |
| New World Standard Maintenance - Drivers License Mag Stripe Reader Interface | 28.00 | 100% | 28.00 |
| New World Standard Maintenance - E-911 Interface MSP | 1,272.00 | 100% | 1,272.00 |
| New World Standard Maintenance - Equipment Tracking MSP | 1,696.00 | 100% | 1,696.00 |
| New World Standard Maintenance - Field Investigations MSP | 1,131.00 | 100% | 1,131.00 |
| New World Standard Maintenance - Field Reporting Data Merge | 495.00 | 100% | 495.00 |
| New World Standard Maintenance - Field Reporting Server | 1,837.00 | 100% | 1,837.00 |
| New World Standard Maintenance - In Car Mapping | 2,671.00 | 100% | 2,671.00 |
| New World Standard Maintenance - In-Car Routing | 1,335.00 | 100% | 1,335.00 |
| New World Standard Maintenance - LE Accident Field Reporting | 7,949.00 | 100% | 7,949.00 |
| New World Standard Maintenance - LE Accident Field Reporting Compliance | 2,385.00 | 100% | 2,385.00 |
| New World Standard Maintenance - LE CAD - Multi Jurisdiction MSP | 9,751.00 | 100% | 9,751.00 |
| New World Standard Maintenance - LE State/NCIC via Switch | 5,008.00 | 100% | 5,008.00 |
| New World Standard Maintenance - LE Field Reporting | 7,737.00 | 100% | 7,737.00 |
| New World Standard Maintenance - LE Field Reporting Compliance | 1,547.00 | 100% | 1,547.00 |



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

| | | |
|-------------------|-------------|-------------|
| Invoice No | Date | Page |
| 030-9451 | 06/22/2017 | 2 of 2 |

Empowering people who serve the public®

Questions:
 Tyler Technologies - New World
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Bill To: Orland Park, IL
 15100 S Ravinia Ave
 Orland Joint Emerg. Telephone Sys. Board
 Orland Park, IL 60462-3745

Ship To: Orland Park, IL
 15100 S Ravinia Ave
 Orland Joint Emerg. Telephone Sys. Board
 Orland Park, IL 60462-3745

| | | | | | |
|---------------------|---------------|------------------|-----------------|--------------|-----------------|
| Customer No. | Ord No | PO Number | Currency | Terms | Due Date |
| 50141 | | | USD | NET30 | 07/22/2017 |

| Description | Extended Price |
|---|----------------|
| Annual Maintenance 7.1.17-6.30.18 | 130,863.00 |
| New World Standard Maintenance - LE Records Federal & State Compliance | 2,261.00 |
| New World Standard Maintenance - LE Records Multi-Jurisdictional Base MSP | 8,479.00 |
| New World Standard Maintenance - LE State/NCIC via Switch | 3,339.00 |
| New World Standard Maintenance - MDT/MCT Base RMS Interface | 1,554.00 |
| New World Standard Maintenance - Mobile Upload of Field Reports | 4,642.00 |
| New World Standard Maintenance - Mobile Upload Software | 4,946.00 |
| New World Standard Maintenance - New World AVL | 2,003.00 |
| New World Enterprise Third Party New World Standard Maintenance - New World CAD Interface for Aegis/MSPStandard | 1,837.00 |
| Maintenance - New World CAD to New World CAD Interface | |
| New World Standard Maintenance - On-Line CAD Interface to State/NCIC MSP | 1,272.00 |
| New World Standard Maintenance - Pictometry Interface MSP | 1,272.00 |
| New World Standard Maintenance - Property Room Bar Coding MSP | 1,131.00 |
| New World Standard Maintenance - Public Safety Mug Shots/Line-Ups MSP | 3,109.00 |
| New World Standard Maintenance - Service Vehicle Rotation MSP | 1,272.00 |
| New World Standard Maintenance - Site License | 10,594.00 |
| New World Standard Maintenance - State/NCIC Interface MSP | 1,837.00 |
| New World Standard Maintenance - Ticket Writer Interface | 1,002.00 |
| New World Standard Maintenance - Ticket Writer Interface MSP | 2,826.00 |
| Dashboards for Law Enforcement Standard Maintenance | 1,978.00 |
| Law Enforcement Management Data Mart (^CAD, RMS) Software License - Includes 2 users | 565.00 |

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

| | |
|----------------------|------------|
| Subtotal | 130,863.00 |
| Sales Tax | 0.00 |
| Invoice Total | 130,863.00 |

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2017-0496 |
| Orig. Department: | Department of Business Information Systems |
| File Name: | Virtualization of Harris/Innoprise ERP Production Systems from Legacy Standalone Hardware to Improve Performance, Resiliency/Disaster Recovery, and Increase Scalability of Disk Resources. |

BACKGROUND:

The production Innoprise ERP System has outgrown its current server resource environment that has been in place since circa 2010/11. Moving the production ERP system to a virtualized environment will aid the reduction of issues pertaining to attachments and file sizes, allow for an increase of virtual and physical disk space, and improve resiliency to allow for near real-time replication/disaster recovery of the system environment.

The cost of the project, not to exceed \$7,400.00, includes a minimum of forty (40) Innoprise staff hours pertaining to the installation and configuration of the systems onto our existing virtualized platform and the assistance and troubleshooting, post migration, of live data from the existing legacy platform.

This item is going directly to Board.

BUDGET IMPACT:

The cost of the project is not to exceed \$7,400.00 and is budgeted under account 010-1600-432800.

REQUESTED ACTION:

I move to approve the purchase of Harris ERP/Innoprise Services, in an amount not to exceed \$7,400.00 per the Statement of Work/Quote # ERP1052.



520 Zang St
Suite 200, Broomfield, CO, 80021
Phone: (303)-226-0050
Fax: (303)-339-0413

424 South Woods Mill Rd.
Suite 310, Chesterfield, MO, 63017
Phone: (800) 383-6029
Fax: (314) 275-8776

PROPRIETARY AND CONFIDENTIAL

Quote

Customer: Orland Park, Village of, IL
Contact Name: Frank Florentine

Quote #: ERP1052
Suite: Innoprise

Subject: Move Innoprise Suite to Virtualization Platform

Description:

Harris ERP to move Innoprise applications and database to new Microsoft Windows 2012 R12 VM application servers.

Harris ERP will install the Production Innoprise applications on a Microsoft Windows Server (192.168.1.200) and migration the databases to another Microsoft Windows Server (192.168.1.201) and adjust the connection strings to point to the new MySQL instance.

The applicable Innoprise modules currently installed consist of: Financials, Community Development, CIS/Utility Billing, Payroll, CCR, Citizen Access, Portal Server, Portal UI and Print Manager.

The specific steps required for the proposed services:

1. Installation of Financials on Microsoft Windows Server: 4 hours
2. Installation and configuration of Community Development on Microsoft Windows Server: 4 hours.
3. Installation and configuration of CIS/Utility Billing on Microsoft Windows Server: 4 hours.
4. Installation and configuration of Citizen Access on Microsoft Windows Server: 4 hours.
5. Installation and configuration of Payroll on Microsoft Windows Server: 4 hours.
6. Installation and configuration of Portal Server test and Portal UI Test: 6 hours.
7. Installation and configuration of CCR on Microsoft Windows Server: 4 hours. .
8. Installation and configuration of Print Server: 2 hours.
9. Testing / Troubleshooting: 8 hours.

Total estimated effort: 40 hours. Total cost is \$7,400.00

If Orland Park wishes to have their test environment applications upgraded to the latest version, this is covered under the Support and Maintenance agreement and requires that a support ticket be placed to have each applicable environment upgraded.

Total Price : \$7,400.00

By accepting this quote you agree to the following terms and conditions:

Services Payment:

Services will be invoiced monthly and due Net 30.

Additional Terms:

This quote is valid until: 8/1/2017

Prepared by:

[Tammy DiManna](#)

Prepared On: 6/30/2017

Accepted by:

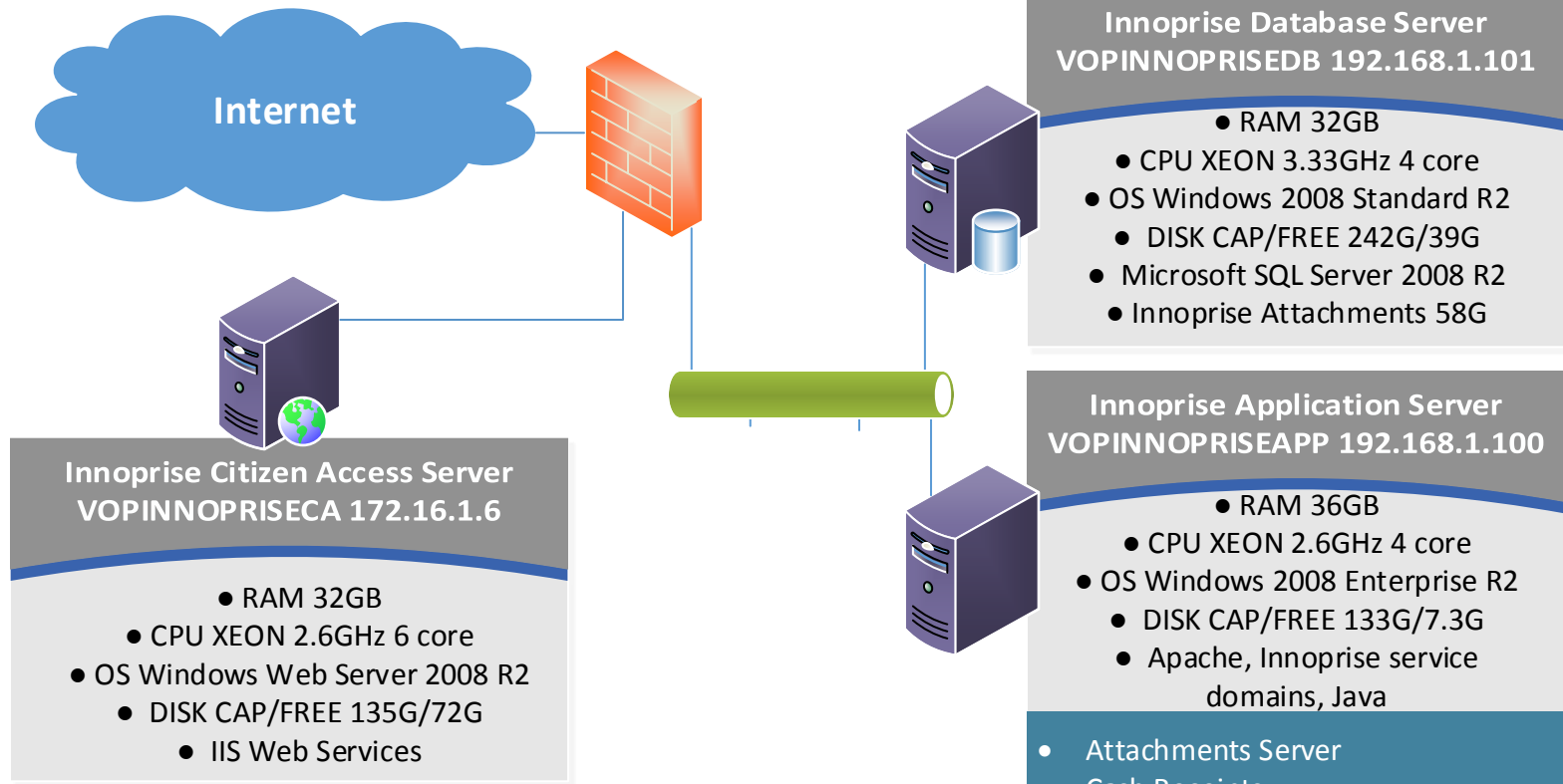
Approval Date:

Project:

Work Order #:

P.O.#:

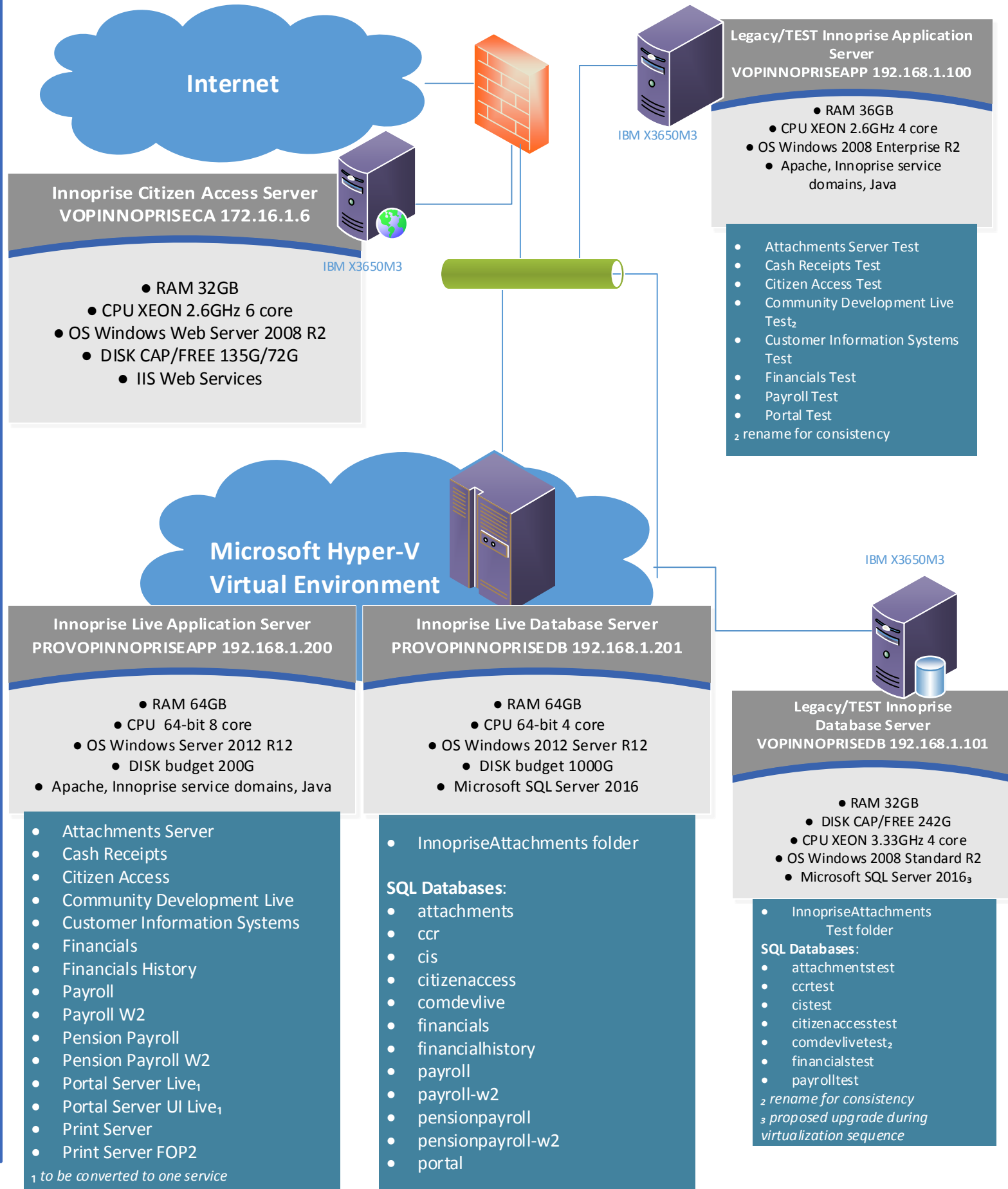
Current State



- Attachments Server
- Cash Receipts
- Citizen Access
- Community Development
- Community Development Live
- Customer Information Systems
- Financials
- Financials History
- Payroll
- Payroll W2
- Pension Payroll
- Pension Payroll W2
- Portal Server Live
- Portal Server UI Live
- Print Server
- Print Server FOP2
- Attachments Server Test
- Cash Receipts Test
- Citizen Access Test
- Community Development Test
- Customer Information Systems Test
- Financials Test
- Payroll Test
- Portal Test
- WM Server Test 2
- WM UI Test 2

Proposed

Modified Two Server + Test Option for Deploying Innoprise Suite



REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0502 |
| Orig. Department: | Development Services Department |
| File Name: | Rizza Porsche Class 7C - Supporting Granting a Cook County Class 7C Tax Incentive to Rizza Porsche, 8760 159th Street - Resolution |

BACKGROUND:

The applicant is seeking a Class 7c tax incentive from Cook County pursuant to the new construction proposed at the subject property 8760 159th Street (PINs: 27-14-300-059, 27-14-300-062 & 27-14-300-063). The Cook County Board of Commissioners adopted the Class 7C Commercial Urban Relief Eligibility incentive in 2014, aiming to encourage real estate development in the region. The incentive is intended to encourage commercial projects which would not be economically feasible without assistance.

The five year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated; the utilization of vacant structures abandoned for at least 12 months, including the land upon which they are situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation.

Projects which qualify for the Class 7C incentive will receive a reduced assessment level of 10% of the fair market value for the first three years, 15% for the fourth year and 20% for the fifth year. Without the incentive, commercial property would normally be assessed at 25% of its market value.

The applicant intends to build a 18,010 square foot motor vehicle sale facility that will be operated as an Porsche dealership. The project was approved by the Village Board of Trustees on April 3, 2017, see Legistar File Number 2016-0800. The applicant anticipates completion by June 1, 2017.

There are four (4) mandatory eligibility requirements that a property must meet for Class 7c certification. Below is a summary of how this project meets the requirements and detailed information is included in the attached brief.

First, the applicant must demonstrate that the subject property’s assessed value, equalized assessed value, or real estate taxes have declined or remained stagnant for three of the last six years. According to the Assessor, the property’s assessed value has decreased every year since at least 2013.

Next, the applicant must confirm that there is a reasonable expectation that the development project is viable and likely to go forward on a reasonably timely basis if granted Class 7c designation. The project has received the necessary entitlement approvals from the Village and is currently working through permit review. The information submitted by the applicant indicates that the project will move forward with Class 7c designation.

In addition, the applicant must demonstrate that the commercial new construction would not move forward, “but for” the Class 7c designation. As stated in the eligibility application submitted by the petitioner, the 7c incentive is necessary due to the higher costs of constructing and operating a dealership in Cook County.

Finally, the applicant must demonstrate that the development project is reasonably expected to result in an increase in real property tax revenue and employment opportunities of the property. The proposed development and improvements to the property will lead to increase in real property tax revenue.

As far as employment is concerned, Zeigler estimates construction of the dealership will create approximately 150 to 200 construction jobs. It is estimated that the new dealership will result in the creation of 22 new permanent full-time jobs and 5 new permanent part time jobs.

The Village of Orland Park has reviewed the Incentive Classification Initial Questionnaire (IC-IQ), and that the four eligibility factors which must be present to demonstrate that the area is in need of commercial development are satisfied and the village consents to and supports the application.

BUDGET IMPACT:

The adoption of this resolution does not have a direct financial impact. However, redevelopment could have positive impacts on future revenue for the Village.

REQUESTED ACTION:

I move to pass Resolution Number _____; entitled: A RESOLUTION DETERMINING THE NECESSITY OF AND BENEFIT FROM COMMERCIAL USES AND SUPPORTING GRANTING OF CLASS 7C STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE FOR CERTAIN REAL ESTATE LOCATED 8760 159th STREET (PINs: 27-14-300-059, 27-14-300-062, & 27-14-300-063), ORLAND TOWNSHIP IN ORLAND PARK, ILLINOIS

..Title/Name/Summary

A RESOLUTION DETERMINING THE NECESSITY OF AND BENEFIT FROM COMMERCIAL USES AND SUPPORTING GRANTING OF CLASS 7C STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE FOR CERTAIN REAL ESTATE LOCATED 8760 159th STREET (PINs: 27-14-300-059, 27-14-300-062, & 27-14-300-063), ORLAND TOWNSHIP IN ORLAND PARK, ILLINOIS

WHEREAS, the Village of Orland Park desires to promote the development and retention of industry in the Village of Orland Park; and

WHEREAS, the Cook County Assessor's Office administers the Class 7C program, which is intended to encourage commercial development and retention in Cook County; and

WHEREAS, certain properties are or may be applying for renewal of their individual Class 7C property status and this Board finds the commercial use of said property is necessary and beneficial to the local economy, and therefore supports and consents to the approval of the Class 7C status for said property.

NOW, THEREFORE, Be it Resolved, by the Mayor and Board of Trustees of the Village of Orland Park, Cook County, Illinois, as follows:

1. The commercial use of the property identified below is necessary and beneficial to the local economy of the Village of Orland Park, Cook County, Illinois, and the Village Board hereby supports and consents to the granting of the Class 7C status for the said property.
2. The Village has reviewed the Incentive Classification Initial Questionnaire and the petitioner has demonstrated that this project meets the four eligibility factors that must be present to determine that the area is in need of commercial development.
3. The above finding of necessity and benefit to the local economy and support and consent shall apply to the property legally indentified by the following common address:

8760 159th Street Orland Park, IL 60462
PINs: 27-14-300-059, 27-14-300-062, & 27-14-300-063.

4. This Resolution shall be in full force and effect from and after its adoption.
5. The Village Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the property owner.



SOSIN,
ARNOLD &
SCHOENBECK LTD.
ATTORNEYS AT LAW

9501 West 144th Place, Suite 205
Orland Park, Illinois 60462-2563
Telephone: (708) 448-8141
Facsimile: (708) 448-8140

DAVID B. SOSIN*
GEORGE J. ARNOLD†
GEORGE L. SCHOENBECK
CHRISTINE A. WALCZAK
JWAN L. ARNOLD
MICHAEL P. DINATALE

Of Counsel:
TIMOTHY G. LAWLER

*Also admitted in Indiana
†Also admitted in Wisconsin

DAVID B. SOSIN
dsosin@sosinarnold.com

June 6, 2017

VIA EMAIL TRANSMITTAL (kfriling@orlandpark.org)

Ms. Karie Friling, Development Services Director
Department of Development Services
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

**Re: Rizza Porsche of Orland Park
8760 W. 159th Street, Orland Park, Illinois**

Dear Ms. Friling:

On behalf of my client, Rizza Porsche of Orland Park, attached is a copy of the Class 7C Eligibility Application for submittal to the Cook County Assessor's office. Please allow this letter to serve as our request to the Village of Orland Park to provide a Resolution in support of this tax incentive. I've also attached a copy of the Affidavit and the Trust Disclosure Form regarding this property.

Thank you for your attention to this matter and please advise me if you should require any further documentation.

Very truly yours,

SOSIN, ARNOLD & SCHOENBECK, LTD.

David B. Sosin

DBS/smf
Enclosures
cc: Jack Fitzgerald via email only
Dan McMillan via email only



CLASS 7C
ELIGIBILITY APPLICATION

CONTROL NUMBER

Carefully review the Class 7c Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the Reoccupation of Vacant/Abandoned Property.

Applicant Information

Name: Rizza Porsche or Orland Park Telephone: (708) 403-0300
Address: 8100 W. 159th Street
City: Orland Park State: IL Zip Code: 60462
Email: dmcmillan@rizzacars.com

Contact Person (if different than the Applicant)

Name: John Fitzgerald
Company: Fitzgerald Law Group
Address: 10452 S. Kedzie Avenue
City: Chicago State: IL Zip Code: 60655-2018
Email: jpf@propertytax.com Telephone: (773) 238-3600

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 8760 W. 159th Street
Permanent Real Estate Index Number: 27-14-300-059-0000
(2) Same
Permanent Real Estate Index Number: 27-14-300-062-0000
(3) Same
Permanent Real Estate Index Number: 27-14-300-063-0000
City: Orland park State: IL Zip Code: 60462
Township: Orland Existing Class: _____

Revised 8/3/2016

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Property Use

General Description of Proposed Property Usage: New Porsche Franchise

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property
(Read and Complete Section B)

SECTION B (VACANT/ABANDONED PROPERTY)

Application must be made to Assessor prior to reoccupation

If the proposed development consists of the re-occupancy of *abandoned property* (*property must be twelve months or more vacant*), provide the following information:

1. Vacancy Information:

a. How long has the property been vacant? Two (2) years

b. When and by whom was the subject property last occupied and used?
 Doctor's office occupying a small portion of the building.

2. Attach copies of the following documents:

 X Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment

 X Records (*such as statements of utility companies*), indicating that the property has been vacant and unused and the duration of such vacancy

 X Records indicating that the property was marketed for 6 continuous months

 N/A Income Tax Statements (*last three years*)

3. If a sale has taken place:

Estimated date of reoccupation: July 1, 2018

Date of purchase: April 6, 2017

Name of purchaser: Chicago Title Land Trust Company, as Trustee u/t/a dated March 24, 2017 a/k/a Trust Number 8002374101

Name of seller: Chicago Title Land Trust Company, as Trustee u/t/a dated December 16, 1968 a/k/a Trust Number 4386

Relationship of purchaser to seller: and Georgiou LLC, an Illinois limited liability company
None

Attach copies of the following documents:

- (a) sale contract
- (b) recorded deed
- (c) assignment of beneficial interest
- (d) real estate transfer declaration

EMPLOYMENT OPPORTUNITIES

How many **construction jobs** will be created as a result of this development? 150-200

How many permanent full-time and part-time employees do you **currently** employ in Cook County?

Full-time: 32 Part-time:

How many **new permanent full-time jobs** will be created as a result of this proposed development?

22

How many **new permanent part-time jobs** will be created as a result of this proposed development?

5

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 7C Application and that it finds Class 7C necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If, at a later date, the municipality or the County Board denies the applicant’s request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 7C incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an “Incentive Appeal” requesting the Class Change be applied to the property.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Date

Joseph Rizza
Print Name

President, Rizza Porsche of Orland Park
Title

**Note: If title to the property is held in trust or by a corporation or a partnership, this Class 7C Eligibility Application must be signed by a beneficiary, officer or general partner.*

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Joseph Rizza as agent for the applicant set forth below, who is seeking a classification Incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development Incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended
3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

Joseph Rizza. President
Agent's Name & Title

8100 W. 159th Street, Orland Park, IL 60462
Agent's Mailing Address

(708) 403-0300
Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of June, 20 17

Signature of Notary Public

EXHIBIT A

(Please type or Print)

PIN(s)

Common Address

27-14-300-059-0000

8760 W. 159th Street, Orland Park, IL

27-14-300-062-0000

27-14-300-062-0000

REVOCATION OR CANCELLATION AGREEMENT

In return for receiving the Class 7c incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a voluntary cancellation of the Incentive or upon revocation, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the Class 7c classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the Class 7c classification. Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. Further, the undersigned certifies that he/she has read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as to those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true. The undersigned further certifies that he/she has received and reviewed a copy of the COOK COUNTY LIVING WAGE ORDINANCE.

I, the undersigned, hereby agree to be bound by the terms of the revocation or cancellation agreement.

| | |
|--------------|-----------|
| Signature | Date |
| Joseph Rizza | President |
| Print Name | Title |

**Note: If title to the property is held in trust or by a corporation or a partnership, this Class 7c Eligibility Application must be signed by the beneficiary, officer and/or general partner.*

Revised 8/03/16

A Notarized Affidavit – Complete if Public Hearing is Required

For

Project Name Porsche of Orland Park

The requirements (below) have been completed and a public hearing is requested before the Plan Commission of the Village of Orland Park, Illinois.

Submittal has been made for the approval of Rizza Porsche of Orland Park, pursuant to the provisions of the Land Development Code of the Village of Orland Park, with respect to the real estate located at 8760 W. 159th Street.

David B. Sosin (the petitioner/representative) has completed the application for the project and for a public hearing and also has met the following requirements:

A. Certified letters with return receipt requested have been sent to all property owners within 300 feet of said property upon which development is proposed. Letters were postmarked 2/21/17 (at least 15 days prior to the date of the public hearing). (date)

B. Weatherproof sign(s) at least two (2) by three (3) feet in front surface area, the bottom of which is mounted at least four (4) feet above the ground, have been posted on every roadway frontage of the parcel proposed for development on 2/23/17 (date). Such sign(s) will remain in place until the conclusion of the public hearing. Failure to comply with the provisions of the Subsection shall not render the public hearing invalid, provided that a good faith effort was made to comply.

David B. Sosin (the petitioner/representative) will remove the public hearing notice sign(s) no later than thirty (30) days after the Village Board action on the proposed development.

David B. Sosin (the petitioner/representative) hereby submits this notarized affidavit to Village of Orland Park staff prior to or at the Plan Commission meeting, confirming that all requirements listed above have been complied with David B. Sosin (the petitioner/representative) agrees to retain certified mail receipts for a period of no less than seven (7) years from the final Village Board action.

Signature: D.B.S.
Petitioner (or Representative)

03/14/2017
Date

Signature: Susan M. Fors
Notary

03/14/2017
Date



DISCLOSURE OF BENEFICIARY FORM

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

In accordance with Chapter 765, Act 405, Section 2, of the Illinois Compiled Statutes, the undersigned, one of the corporate officers of the trust or beneficiary thereof, being first duly sworn on oath, deposes and says:

1. That the name of the trust is
Chicago Title Land Trust Company, under Trust Agreement dated March 24, 2017 and known as Trust Number 8002374101

2. That the exact street address of the property is
8760 W. 159th Street, Orland Park, IL 60462

3. That the legal description of the property affected in the trust is
See attached

4. That the following are the names of all beneficiaries, their residence addresses, and the percentage of interest held by each beneficiary in said trust: (If additional space is needed, add a separate sheet)

| <u>Name of Beneficiary</u> | <u>Residence Address</u> | <u>Percentage of Beneficial Interest</u> |
|----------------------------|--------------------------|--|
| Joseph Rizza | | 100% |
| | | |
| | | |

Affiant makes this affidavit for the purpose of applying to the Village of Orland Park for a benefit, authorization, license, permit or zoning relief with respect to the above-described premises.

LAND TRUSTEE:

BENEFICIARY:

 Signature of Trust Office

 Signature of nBeneficiary

 Title

-OR-

By:
 Trust Office
 Subscribed and sworn to before me this
 ____ day of _____, 20__

Subscribed and sworn to before me this
 ____ day of _____, 20__

 (Notary Public Signature)

 (Notary Public Signature)

NOTE: THIS FORM MUST BE SIGNED BY ONE OF THE CORPORATE OFFICERS OF THE LAND TRUST UNDER OATH OR BY A BENEFICIARY OF THE TRUST UNDER OATH. IF ANY ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET.

NOTE: A PERSON MAKING A FALSE STATEMENT IS GUILTY OF PERJURY OR SUBORNATION OF PERJURY, AS THE CASE MAY BE, UNDER SECTION 32-2 OR 32-3, RESPECTIVELY OF THE CRIMINAL CODE OF 1961, AS AMENDED.

DISCLOSURE OF BENEFICIARY FORM (contd.)

SUBMITTAL INSTRUCTIONS FOR PROPERTY HELD IN TRUST:

- 1) OBTAIN A CERTIFIED COPY OF THE TRUST AGREEMENT FROM THE FINANCIAL INSTITUTION WHERE THE PROPERTY IS HELD IN TRUST.
- 2) THE BENEFICIARY WITH POWER OF DIRECTION SHOULD PREPARE A LETTER AS INDICATED IN THE SAMPLE BELOW AND PRESENT IT TO THE TRUST OFFICER FOR SIGNATURE.
- 3) COMPLETE A DISCLOSURE OF BENEFICIARY FORM. THIS FORM MUST BE SIGNED BY A BENEFICIARY AND NOTARIZED OR BY THE TRUST OFFICER AND NOTARIZED.

THE FOLLOWING IS A **SAMPLE** LETTER OF AUTHORIZATION TO BE SIGNED BY THE TRUST OFFICER.

Date

To the Village of Orland Park:

The undersigned, as legal titleholder of the property located at (street address, city, state, zip code), hereby authorizes the beneficiary to apply for (identify each application - preliminary plan, rezoning, special use permit, variance, annexation, etc.) with respect to said premises.

NAME OF BANK

As Trustee under trust agreement # _____,

dated _____ and not personally:

By: _____
Signature of Trust Officer

Title

LEGAL DESCRIPTION
8760 W. 159TH STREET – ORLAND PARK, IL

PARCEL A:

THE SOUTH 10.55 ACRES (EXCEPT THE NORTH 211.0 FEET THEREOF) AND ALSO EXCEPT, THE WEST 163 FEET OF THE SOUTH 387 FEET OF THE SOUTH 10.55 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (ALSO EXCEPTING THE SOUTH 47 FEET, AND EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 72134348 ON MAY 23, 1972 AND DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE 159TH STREET AS PER DOCUMENT NUMBER 10909314 RECORDED MAY 26, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 159TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14 THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE WEST 163 FEET OF THE SOUTH 387 FEET OF THE SOUTH 10.55 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTH 47 FEET THEREOF), AND ALSO EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 72134348 ON MAY 23, 1972 AND DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE 159TH STREET AS PER DOCUMENT NUMBER 10909314 RECORDED MAY 26, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 159TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14 THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Total Assessed Value

2016 134,760
2015 134,760
2014 145,492
2013 246,045
2012 215,203
27-14-300-062-0000

27-14-300-063 } no change in
27-14-300-059 } assessed value

Property Characteristics for PIN:

27-14-300-059-0000**PROPERTY ADDRESS**

8800 159TH ST
 ORLAND PARK
 60462
 Township: ORLAND

MAILING ADDRESS

JAMES GEORGIU
 8800 W 159 ST
 ORLAND PARK, IL 60462

INFO FOR TAX YEAR 2016

Estimated Property Value: \$10,550
 Total Assessed Value: 1,055
 Lot Size (SqFt): 204,292
 Building (SqFt):
 Property Class: 2-39
 Tax Rate (2016): 9.954
 Tax Code (2016): 28011

**TAX BILLED AMOUNTS
& TAX HISTORY**

2016: \$105.01 Pay Online: \$44.92 due
 2015: \$109.26 Payment History
 2014: \$105.39 Payment History
 2013: \$101.58 Payment History
 2012: \$96.30 Payment History
 *(1st Install Only)

EXEMPTIONS

2016: 0 Exemptions Received
 2015: 0 Exemptions Received
 2014: 0 Exemptions Received
 2013: 0 Exemptions Received
 2012: 0 Exemptions Received

APPEALS

2016: Not Accepting Appeals
 2015: Not Accepting Appeals
 2014: Not Accepting Appeals
 2013: Not Accepting Appeals
 2012: Not Accepting Appeals

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2016: Tax Sale Has Not Occurred
 2015: No Tax Sale
 2014: No Tax Sale
 2013: No Tax Sale
 2012: No Tax Sale

DOCUMENTS, DEEDS & LIENS

1531410037 - MORTGAGE - 11/10/2015
 91608896 - ASSIGNMENT - 11/19/1991
 91608895 - MORTGAGE - 11/19/1991
 91608894 - WARRANTY DEED - 11/19/1991
 91363147 - RELEASE - 07/22/1991

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

Property Characteristics for PIN:

27-14-300-062-0000**PROPERTY ADDRESS**

8760 159TH ST
 ORLAND PARK
 60462
 Township: ORLAND

MAILING ADDRESS

GEORGE GEORGIOV
 8800 W 159 ST
 ORLAND PK, IL 60462

INFO FOR TAX YEAR 2016

Estimated Property Value: \$10,550
 Total Assessed Value: 134,760
 Lot Size (SqFt): 54,420
 Building (SqFt):
 Property Class: 5-92
 Tax Rate (2016): 9.954
 Tax Code (2016): 28011

**TAX BILLED AMOUNTS
& TAX HISTORY**

2016: \$37,602.13 Pay Online: \$17,119.63
 due
 2015: \$37,240.90 Payment History
 2014: \$39,611.25 Payment History
 2013: \$63,063.01 Payment History
 2012: \$55,112.49 Payment History
 *=(1st Install Only)

EXEMPTIONS

2016: 0 Exemptions Received
 2015: 0 Exemptions Received
 2014: 0 Exemptions Received
 2013: 0 Exemptions Received
 2012: 0 Exemptions Received

APPEALS

2016: Appeal Filed
 2015: Appeal Filed
 2014: Appeal Filed
 2013: Not Accepting Appeals
 2012: Appeal Filed

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2016: Tax Sale Has Not Occurred
 2015: No Tax Sale
 2014: No Tax Sale
 2013: No Tax Sale
 2012: No Tax Sale

DOCUMENTS, DEEDS & LIENS

1531441013 - MORTGAGE - 11/10/2015
 0727701012 - MODIFICATION - 10/04/2007
 0021113204 - MODIFICATION - 10/10/2002
 00669788 - ASSIGNMENT - 08/29/2000
 00669787 - MORTGAGE - 08/29/2000

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

Property Characteristics for PIN:

27-14-300-063-0000



PROPERTY ADDRESS

8810 159TH ST
 ORLAND PARK
 60462
 Township: ORLAND

MAILING ADDRESS

JAMES GEORGIU
 8800 W 159 ST
 ORLAND PARK, IL 60462

INFO FOR TAX YEAR 2016

Estimated Property Value: \$2,800
 Total Assessed Value: 280
 Lot Size (SqFt): 54,354
 Building (SqFt):
 Property Class: 2-39
 Tax Rate (2016): 9.954
 Tax Code (2016): 28011

TAX BILLED AMOUNTS & TAX HISTORY

2016: \$27.87 Pay Online: \$11.92 due
 2015: \$29.00 Payment History
 2014: \$27.97 Payment History
 2013: \$26.96 Payment History
 2012: \$25.56 Payment History
 *(1st Install Only)

EXEMPTIONS

2016: 0 Exemptions Received
 2015: 0 Exemptions Received
 2014: 0 Exemptions Received
 2013: 0 Exemptions Received
 2012: 0 Exemptions Received

APPEALS

2016: Not Accepting Appeals
 2015: Not Accepting Appeals
 2014: Not Accepting Appeals
 2013: Not Accepting Appeals
 2012: Not Accepting Appeals

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2016: Tax Sale Has Not Occurred
 2015: No Tax Sale
 2014: No Tax Sale
 2013: No Tax Sale
 2012: No Tax Sale

DOCUMENTS, DEEDS & LIENS

1531410037 - MORTGAGE - 11/10/2015
 91363147 - RELEASE - 07/22/1991

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

TOTAL PAYMENT DUE

2016 Second Installment Property Tax Bill - Cook County Electronic Bill

\$11.92

By 08/01/2017 (on time)

Property Index Number (PIN) Volume Code Tax Year (Payable In) Township Classification
 27-14-300-063-0000 146 28011 2016 (2017) ORLAND 2-39

IF PAYING LATE, PLEASE PAY 08/02/2017-09/01/2017 \$12.10 09/02/2017-10/01/2017 \$12.28 10/02/2017-11/01/2017 \$12.46 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

TAXING DISTRICT BREAKDOWN

| Taxing Districts | 2016 Tax | 2016 Rate | 2016 % | Pension | 2015 Tax |
|--|--------------|--------------|----------------|---------|--------------|
| MISCELLANEOUS TAXES | | | | | |
| South Cook Mosquito Abatement Harvey | 0.05 | 0.017 | 0.18% | | 0.05 |
| Metro Water Reclamation Dist of Chicago | 1.14 | 0.406 | 4.09% | 0.12 | 1.19 |
| Orland Fire Protection District | 3.62 | 1.292 | 12.99% | 0.61 | 3.76 |
| Miscellaneous Taxes Total | 4.81 | 1.715 | 17.26% | | 5.00 |
| SCHOOL TAXES | | | | | |
| Moraine Valley College 524 Palos Hills | 1.14 | 0.406 | 4.09% | | 1.17 |
| Consolidated HS District 230 Orland Park | 7.78 | 2.778 | 27.92% | 0.17 | 8.06 |
| Orland School District 135 | 9.29 | 3.318 | 33.33% | 0.40 | 9.59 |
| School Taxes Total | 18.21 | 6.502 | 65.34% | | 18.82 |
| MUNICIPALITY/TOWNSHIP TAXES | | | | | |
| Orland Park Library Fund | 0.97 | 0.345 | 3.48% | 0.03 | 0.99 |
| Village of Orland Park | 1.90 | 0.679 | 6.82% | 0.96 | 2.00 |
| Road & Bridge Orland | 0.11 | 0.039 | 0.39% | | 0.11 |
| General Assistance Orland | 0.02 | 0.006 | 0.07% | | 0.02 |
| Town of Orland | 0.20 | 0.072 | 0.72% | | 0.21 |
| Municipality/Township Taxes Total | 3.20 | 1.141 | 11.48% | | 3.33 |
| COOK COUNTY TAXES | | | | | |
| Cook County Forest Preserve District | 0.18 | 0.063 | 0.65% | | 0.19 |
| Consolidated Elections | 0.00 | 0.000 | 0.00% | | 0.10 |
| County of Cook | 0.87 | 0.316 | 3.12% | 0.27 | 0.83 |
| Cook County Public Safety | 0.36 | 0.130 | 1.29% | | 0.41 |
| Cook County Health Facilities | 0.24 | 0.087 | 0.86% | | 0.32 |
| Cook County Taxes Total | 1.65 | 0.596 | 5.92% | | 1.85 |
| <i>(Do not pay these totals)</i> | 27.87 | 9.954 | 100.00% | | 29.00 |

TAX CALCULATOR

| | | | |
|-------------------------------------|----------|----------------------------------|-------|
| 2015 Assessed Value | 280 | 2016 Total Tax Before Exemptions | 27.87 |
| | | Homeowner's Exemption | .00 |
| | | Senior Citizen Exemption | .00 |
| 2016 Assessed Value | 280 | Senior Freeze Exemption | .00 |
| 2016 State Equalizer | X 2.8032 | | |
| 2016 Equalized Assessed Value (EAV) | 785 | 2016 Total Tax After Exemptions | 27.87 |
| 2016 Local Tax Rate | X 9.954% | First Installment | 15.95 |
| 2016 Total Tax Before Exemptions | 27.87 | Second Installment + | 11.92 |
| | | Total 2016 Tax (Payable in 2017) | 27.87 |

IMPORTANT MESSAGES

PROPERTY LOCATION

8810 159TH ST
 ORLAND PARK IL 60462 5618

MAILING ADDRESS

JAMES GEORGIU
 8800 W 159 ST
 ORLAND PARK IL 60462-5618

*** Please see 2016 Second Installment Payment Coupon next page ***

2016 Second Installment Property Tax Bill

Cook County Electronic Payment Coupon

CUT & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE

\$11.92

By 08/01/2017 (on time)
If paying later, refer to amounts above.

IMPORTANT PAYMENT MESSAGES

Cook County eBill

[Click to pay online](#)
[Click to update Mailing Name/Address](#)

SN 0020160200 RTN 500001075 AN (see PIN) TC 008922

Property Index Number (PIN)
27-14-300-063-0000

TALG
Volume
146

Amount Paid

\$

00201602008271430006300000008922400000012468000000119280000001210600000012280

COOK COUNTY TREASURER
PO BOX 805438
CHICAGO IL 60680-4116

27143000630000/0/16/F/0000001192/2

TOTAL PAYMENT DUE**2016 Second Installment Property Tax Bill - Cook County Electronic Bill****\$17,119.63**

By 08/01/2017 (on time)

| | | | | | | |
|-----------------------------|--------|-------|----------|--------------|----------|----------------|
| Property Index Number (PIN) | Volume | Code | Tax Year | (Payable In) | Township | Classification |
| 27-14-300-062-0000 | 146 | 28011 | 2016 | (2017) | ORLAND | 5-92 |

| | | | | |
|---------------------------------------|-----------------------|-----------------------|-----------------------|--|
| IF PAYING LATE, PLEASE PAY | 08/02/2017-09/01/2017 | 09/02/2017-10/01/2017 | 10/02/2017-11/01/2017 | LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW |
| | \$17,376.42 | \$17,633.21 | \$17,890.00 | |

TAXING DISTRICT BREAKDOWN

| Taxing Districts | 2016 Tax | 2016 Rate | 2016 % | Pension | 2015 Tax |
|--|------------------|--------------|----------------|----------|------------------|
| MISCELLANEOUS TAXES | | | | | |
| South Cook Mosquito Abatement Harvey | 64.22 | 0.017 | 0.17% | | 61.13 |
| Metro Water Reclamation Dist of Chicago | 1,533.70 | 0.406 | 4.08% | 173.76 | 1,531.93 |
| Orland Fire Protection District | 4,880.65 | 1.292 | 12.98% | 831.06 | 4,829.52 |
| Miscellaneous Taxes Total | 6,478.57 | 1.715 | 17.23% | | 6,422.58 |
| SCHOOL TAXES | | | | | |
| Moraine Valley College 524 Palos Hills | 1,533.70 | 0.406 | 4.08% | | 1,506.75 |
| Consolidated HS District 230 Orland Park | 10,494.15 | 2.778 | 27.91% | 230.43 | 10,353.09 |
| Orland School District 135 | 12,534.04 | 3.318 | 33.33% | 540.19 | 12,316.54 |
| School Taxes Total | 24,561.89 | 6.502 | 65.32% | | 24,176.38 |
| MUNICIPALITY/TOWNSHIP TAXES | | | | | |
| Orland Park Library Fund | 1,303.27 | 0.345 | 3.47% | 41.55 | 1,276.60 |
| Village of Orland Park | 2,564.98 | 0.679 | 6.82% | 1,303.26 | 2,567.59 |
| Road & Bridge Orland | 147.33 | 0.039 | 0.39% | | 147.44 |
| General Assistance Orland | 22.67 | 0.006 | 0.06% | | 25.17 |
| Town of Orland | 271.99 | 0.072 | 0.72% | 11.33 | 269.71 |
| Municipality/Township Taxes Total | 4,310.24 | 1.141 | 11.46% | | 4,286.51 |
| COOK COUNTY TAXES | | | | | |
| Cook County Forest Preserve District | 237.99 | 0.063 | 0.63% | 7.55 | 248.13 |
| Consolidated Elections | 0.00 | 0.000 | 0.00% | | 122.27 |
| County of Cook | 1,193.70 | 0.316 | 3.18% | 373.98 | 1,039.27 |
| Cook County Public Safety | 491.09 | 0.130 | 1.31% | | 528.62 |
| Cook County Health Facilities | 328.65 | 0.087 | 0.87% | | 417.14 |
| Cook County Taxes Total | 2,251.43 | 0.596 | 5.99% | | 2,355.43 |
| (Do not pay these totals) | 37,602.13 | 9.954 | 100.00% | | 37,240.90 |

TAX CALCULATOR

| | | | |
|-------------------------------------|-----------|----------------------------------|-----------|
| 2015 Assessed Value | 134,760 | 2016 Total Tax Before Exemptions | 37,602.13 |
| | | Homeowner's Exemption | .00 |
| | | Senior Citizen Exemption | .00 |
| 2016 Assessed Value | 134,760 | Senior Freeze Exemption | .00 |
| 2016 State Equalizer | X 2.8032 | | |
| 2016 Equalized Assessed Value (EAV) | 377,759 | 2016 Total Tax After Exemptions | 37,602.13 |
| 2016 Local Tax Rate | X 9.954% | First Installment | 20,482.50 |
| 2016 Total Tax Before Exemptions | 37,602.13 | Second Installment + | 17,119.63 |
| | | Total 2016 Tax (Payable in 2017) | 37,602.13 |

IMPORTANT MESSAGES**PROPERTY LOCATION**8760 159TH ST
ORLAND PARK IL 60462 5395**MAILING ADDRESS**GEORGE GEORGIOV
8800 W 159 ST
ORLAND PK IL 60462-5618

*** Please see 2016 Second Installment Payment Coupon next page ***

2016 Second Installment Property Tax Bill

Cook County Electronic Payment Coupon

CUT & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE

\$17,119.63

By 08/01/2017 (on time)
If paying later, refer to amounts above.

IMPORTANT PAYMENT MESSAGES

Cook County eBill

[Click to pay online](#)
[Click to update Mailing Name/Address](#)

SN 0020160200 RTN 500001075 AN (see PIN) TC 008922

Property Index Number (PIN)
27-14-300-062-0000

T3LG
Volume
146

Amount Paid

\$

00201602008271430006200008008922400017890000000171196300001737642500017633214

COOK COUNTY TREASURER
PO BOX 805438
CHICAGO IL 60680-4116

27143000620000/0/16/F/0001711963/2

TOTAL PAYMENT DUE

2016 Second Installment Property Tax Bill - Cook County Electronic Bill

\$44.92

By 08/01/2017 (on time)

Property Index Number (PIN) Volume Code Tax Year (Payable In) Township Classification
 27-14-300-059-0000 146 28011 2016 (2017) ORLAND 2-39

IF PAYING LATE, PLEASE PAY 08/02/2017-09/01/2017 \$45.59 09/02/2017-10/01/2017 \$46.26 10/02/2017-11/01/2017 \$46.93 **LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW**

TAXING DISTRICT BREAKDOWN

| Taxing Districts | 2016 Tax | 2016 Rate | 2016 % | Pension | 2015 Tax |
|--|---------------|--------------|----------------|---------|---------------|
| MISCELLANEOUS TAXES | | | | | |
| South Cook Mosquito Abatement Harvey | 0.18 | 0.017 | 0.17% | | 0.18 |
| Metro Water Reclamation Dist of Chicago | 4.28 | 0.406 | 4.08% | 0.48 | 4.49 |
| Orland Fire Protection District | 13.63 | 1.292 | 12.98% | 2.32 | 14.17 |
| Miscellaneous Taxes Total | 18.09 | 1.715 | 17.23% | | 18.84 |
| SCHOOL TAXES | | | | | |
| Moraine Valley College 524 Palos Hills | 4.28 | 0.406 | 4.08% | | 4.42 |
| Consolidated HS District 230 Orland Park | 29.31 | 2.778 | 27.91% | 0.64 | 30.37 |
| Orland School District 135 | 35.00 | 3.318 | 33.33% | 1.50 | 36.13 |
| School Taxes Total | 68.59 | 6.502 | 65.32% | | 70.92 |
| MUNICIPALITY/TOWNSHIP TAXES | | | | | |
| Orland Park Library Fund | 3.64 | 0.345 | 3.47% | 0.11 | 3.75 |
| Village of Orland Park | 7.16 | 0.679 | 6.82% | 3.63 | 7.53 |
| Road & Bridge Orland | 0.41 | 0.039 | 0.39% | | 0.43 |
| General Assistance Orland | 0.06 | 0.006 | 0.06% | | 0.07 |
| Town of Orland | 0.76 | 0.072 | 0.72% | 0.03 | 0.79 |
| Municipality/Township Taxes Total | 12.03 | 1.141 | 11.46% | | 12.57 |
| COOK COUNTY TAXES | | | | | |
| Cook County Forest Preserve District | 0.66 | 0.063 | 0.63% | 0.02 | 0.73 |
| Consolidated Elections | 0.00 | 0.000 | 0.00% | | 0.36 |
| County of Cook | 3.35 | 0.316 | 3.18% | 1.04 | 3.07 |
| Cook County Public Safety | 1.37 | 0.130 | 1.30% | | 1.55 |
| Cook County Health Facilities | 0.92 | 0.087 | 0.88% | | 1.22 |
| Cook County Taxes Total | 6.30 | 0.596 | 5.99% | | 6.93 |
| (Do not pay these totals) | 105.01 | 9.954 | 100.00% | | 109.26 |

TAX CALCULATOR

| | | | |
|-------------------------------------|----------|----------------------------------|--------|
| 2015 Assessed Value | 1,055 | 2016 Total Tax Before Exemptions | 105.01 |
| | | Homeowner's Exemption | .00 |
| | | Senior Citizen Exemption | .00 |
| 2016 Assessed Value | 1,055 | Senior Freeze Exemption | .00 |
| 2016 State Equalizer | X 2.8032 | | |
| 2016 Equalized Assessed Value (EAV) | 2,957 | 2016 Total Tax After Exemptions | 105.01 |
| 2016 Local Tax Rate | X 9.954% | First Installment | 60.09 |
| 2016 Total Tax Before Exemptions | 105.01 | Second Installment + | 44.92 |
| | | Total 2016 Tax (Payable in 2017) | 105.01 |

IMPORTANT MESSAGES

PROPERTY LOCATION

8800 159TH ST
 ORLAND PARK IL 60462 5618

MAILING ADDRESS

JAMES GEORGIU
 8800 W 159 ST
 ORLAND PARK IL 60462-5618

*** Please see 2016 Second Installment Payment Coupon next page ***

2016 Second Installment Property Tax Bill

Cook County Electronic Payment Coupon

CUT & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE

\$44.92

By 08/01/2017 (on time)
If paying later, refer to amounts above.

IMPORTANT PAYMENT MESSAGES

Cook County eBill

[Click to pay online](#)
[Click to update Mailing Name/Address](#)

SN 0020160200 RTN 500001075 AN (see PIN) TC 008922

Property Index Number (PIN)
27-14-300-059-0000

T3LG
Volume
146

Amount Paid

| |
|----|
| \$ |
|----|

0020160200&27143000590000500&922400000046933000000449240000004559400000046269

COOK COUNTY TREASURER
PO BOX 805438
CHICAGO IL 60680-4116

27143000590000/0/16/F/0000004492/2



PORSCHE

Orland Park
A JOE RIZZA DEALERSHIP

July 13, 2017

Ed Lelo
Interim Assistant Director
Development Services Department
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

Re: Rizza Porsche Property
7c Application

Ed:

We are currently in the process of finalizing our building plans for the property located at 8760 W. 159th Street in Orland Park. It is a challenging project with a construction budget in excess of \$6,000,000 not including land, furniture and equipment. We anticipate the total cost to be over \$9,000,000. Part of the cost is due to the fact that we were forced to buy additional property at the time of purchase. In order to make the commercial development of Porsche Orland Park feasible and project out a positive cash flow for the first 10 years of the business, we are applying for a tax incentive with a Class 7c designation.

This development would not be economically viable without the benefit of a Section 7c Tax Incentive. I would also note that we anticipate that vehicle sales and cash flow will improve each year and we expect the business to be economically feasible as the incentive expires. However, we consider the 7c designation critical to the success of the business during the initial phase of the new development.

We appreciate your consideration of our application. If you have any questions please call me or contact our attorney David Sosin.

Thank you,

A handwritten signature in black ink that reads "Joe Rizza".

Joe Rizza
President

REQUEST FOR ACTION REPORT

File Number: **2017-0431**
Orig. Department: **Development Services Department**
File Name: **Carz N More - Special Use Permit for Motor Vehicle Services in General Business District**

BACKGROUND:

QUICKFACTS

Project

Carz N More - Special Use Permit for Motor Vehicle Services in General Business District
2017-0431

Petitioner

Ricardo Rodriguez

Purpose

The purpose of this petition is to establish a motor vehicle service facility in the BIZ General Business District.

Requested Actions: Special Use Permit

Project Attributes

Address: 15642 S. 70th Court

P.I.N.(s): 28-309-009-0000

Parcel Size: 2.51 acres (109,509 s.f.)

Building Size: 0.10 acres (36,667 s.f.)

Unit Size: 2,500 SF (appx.)

Comprehensive Plan Planning District: 159th and Harlem Planning District

Comprehensive Land Designation: Manufacturing Employment Emphasis

Existing Zoning: BIZ General Business District

Existing Land Use: Vacant

Proposed Land Use: Motor Vehicle Service (Auto Repair and Maintenance)

Surrounding Land Use:

North: BIZ General Business District - Multi-Tenant Building

South: BIZ General Business District - Commercial / Retail (Meijer's)

East: BIZ General Business District - Office/Storage Yard (Madison Construction)

West: BIZ General Business District - Motor Vehicle Services (Team Rockhouse)

Preliminary Engineering: Preliminary engineering is not required for this project.

PROJECT DESCRIPTION & CONTEXT

The primary purpose of this petition is to consider the allowance of the Special Use Permit for a motor vehicle service use. Section 6-207.C.11 of the Land Development Code requires a special use permit

for motor vehicle services in a BIZ Business District. The petitioner proposes to operate and maintain a motor vehicle service facility at 15642 S. 70th Court in the South Pointe Industrial Building. The business, named Carz N More, will focus primarily on the repair and maintenance of vehicles (a full scope of work is provided below). The proposed business would occupy a 2,500 SF unit, which includes a large indoor garage space, a 100 SF office, a 140 SF storage space and (2) restrooms.

Because the petitioner is occupying an existing building, many of the issues that come with new development, including lot coverage, setbacks and height, do not apply in this case. The petitioner is not proposing any changes to the exterior building or property. Because the proposed use should not have any negative impact on surroundings land uses, no incremental improvements are requested.

In addition to meeting Village Code requirements including Title 6 Chapter 2 Nuisances and Title 6 Chapter 4 Noise Control, all proposed Motor Vehicle Services uses shall abide by the following performance standards:

- 1) All work is conducted indoors.
- 2) Garage doors facing residential areas remain closed at all times except for the exchange of vehicles.
- 3) Vehicles parked more than five (5) business days are considered outdoor storage.

Furthermore, per Village Code, commercial vehicle repair garages shall be provided with floor drains or trench drains connected to a gas and oil interceptor. In the case of Carz N More, a triple basin will be installed by the petitioner inside the building upon approval of the Special Use Permit for this project. An MWRD permit is not required, as internal plumbing is not regulated by the WMO. Finally, no more than eight (8) vehicles associated with Carz N More may be parked on the premises at any time, as per the required off-street parking requirements details in Section 6-306.

The violation of any of conditions of approval, or any Village of Orland Park statute, may result in the revocation of the Special Use Permit associated with this project.

There are no modifications or variances proposed for this project.

The recommendation motion includes the following conditions:

- 1) That no new or used automobile sales of any kind are allowed on premises;
- 2) That all work is conducted indoors;
- 3) That garage doors facing residential areas remain closed at all times except for the exchange of vehicles;
- 4) That vehicles parked outside for more than five (5) business days are considered outdoor storage and will require additional screening per Village requirements;
- 5) That no more than eight (8) vehicles are parked on premises at any time;
- 6) That no unlicensed an/or unregistered cars may be on the premises at any time;
- 7) That a triple basin is installed and inspected by the Village;
- 8) That the violation of any of these stated conditions or any Village of Orland Park statute may result in the revocation of the Special Use Permit associated with this project.

Overall, the project conforms to the Village's Comprehensive Plan, Land Development Codes and policies for this area.

SITE PLAN

No site plan changes are proposed at this time.

MOBILITY

The subject site is accessible from three (3) curb cuts along 157th Street to the south, a local street, and an additional four (4) curb cuts to the east along 71st Court, a local street. A shared cross access point on the north property line exists connecting to the neighboring businesses and parking lots.

Parking/Loading:
Parking Required = 8 spaces
Existing Parking Provided = 8 spaces

The parking requirement for Carz N More was calculated based on the square footage of the 2,500 SF unit. Table 6-306(B) requires 1 parking space for every 300 square feet for motor vehicle services, which equates to eight (8) required parking spaces. While ten (10) vehicles is the maximum permitted number of parking spaces for motor vehicle services, only eight (8) are permitted based on the size of 15642 S. 70th Court. Carz N More would occupy 7% of the total building square footage, and approximately 8% of the available parking spaces. Three (3) cars could be parked inside the Carz N More indoor garage, which could help mitigate the burden on the parking lot.

The South Pointe Industrial Building parking lot surrounds the building on all four (4) sides. The parking lot contains approximately 106 spaces and the total square footage of the building is 36,500 SF. Applying the 1 space / 300 SF ratio to the entire building, 122 spaces would theoretically be required for South Pointe Industrial Building if fully occupied. Although a sixteen (16) space deficiency is implied by this calculation, it should be noted that several of the other building tenants, which currently include an auto glass repair shop, a music store, graphic design studio, a sign company, hair salon and a social club/non profit organization, utilize fewer than the required numbers of spaces each tenant requires. For example, the Southside Chicago Hitmen, a local police not for profit charitable organization which meets once or twice a month in the evening, requires five (5) parking spaces.

Ultimately, if the Village's Police Department or Code Enforcement Division finds that off-site parking requirements are not being met, or the petitioner is in violation of any of the conditions associated with this special use permit or any Village of Orland Park statute, a revocation of the Special Use Permit for Carz N More could be enforced.

BUILDING ELEVATIONS

Changes to the exterior of the building have not been proposed as a part of this petition. Future changes to the building exterior may be required to meet Illinois Accessibility Code requirements (such as the addition of ramps etc.). Such changes, if proposed, can be reviewed via the Appearance Review process at that time.

LANDSCAPING/TREE MITIGATION

A landscape plan is not required for this project.

DETAILED PLANNING DISCUSSION

The proposed scope of work for Carz N More is as follows:

- Diagnose and repair (powertrain) drivability problems;
- Engine performance diagnosis and repair;
- Electrical repair and diagnosis: power shortages, fuse replacements, and electrical harness issues;
- Computer replacement and diagnosis: vehicle communication system repairs;
- Fuel injection diagnosis and repair;
- Emission test troubleshooting and repair;
- Steering repairs: suspension, steering, antilock braking and braking;
- Complete exhaust system diagnosis and repairs;
- General vehicle maintenance.

Based on this scope of work, the proposed use conforms to the Land Development Code definition of "motor vehicle services".

Triple Basin and Waste Handling

Based on the scope of work and designation as a motor vehicle services land use, the Village Building and Engineering Divisions have determined that a triple basin will be required to be installed, regardless of any alternative plans for handling waste materials. The triple basin would be needed to treat all

nondomestic flow, prior to discharging into the sewer main. As a side note, most if not all of the other motor vehicle services in the area surrounding 15642 S. 70th Court contain triple basins.

As motor vehicle services typically involve the handling of objectionable wastes, gasoline, oil or other flammable liquids, an MWRD permit was also considered for this project. However, as the service line will be installed inside the building, no MWRD permit is required. Hazardous waste materials from Carz N More will be contained in a volatile waste container and picked up by Crystal Clean Waste located at 2175 Point Blvd, Suite 375, Elgin, IL 60123.

Police Department Meeting

The petitioner met with a member from the Development Services and Police Departments on June 27, 2017 to discuss the requirements and expectations of the Village for Carz N More. The petitioner ensured full compliance with these requirements and is aware that the Police Department requires all vehicles to be registered by the State.

Garbage Enclosures

Garbage enclosures have been added to the rear of the property as required by appearance review 2015-0485.

Outside Storage

The Property Maintenance Investigation for this property from DATE letter cites violations of Section 6-302 and 6-306 of the Land Development Code pertaining to the outside storage and excess parking of large equipment, trucks, motor vehicles, and other materials. The outside storage of merchandise, materials, motor vehicles, and any other kind of equipment is prohibited in all off-street parking and loading areas. Outside storage is defined as the placement of any of these items not inside a building for overnight or longer. If outside storage is necessary for the operations of a permitted or approved special use, it is permitted as an accessory use. All outside storage must be screened per the Code requirements.

PLAN COMMISSION MOTION

On July 11, 2011, the Plan Commission, by a vote of **5-0**, moved to recommend to the Village Board a Special Use Permit for Carz N More to locate a motor vehicle service facility at 15642 S. 70th Court, as fully referenced below.

PLAN COMMISSION DISCUSSION

On July 11, 2017, a public hearing was held before the Plan Commission. Commissioner Shalibi expressed concern about the lack of parking in the area and the possibility of excessive noise being produced by a car repair shop. Commissioner Aubin asked for corroboration that the conditions associated with the approval of this project would address any of the concerns brought up by Commissioner Shalibi, which Staff confirmed. Mr. Ricardo Rodriguez, the petitioner and owner of Carz N More, verified his understanding of the conditions of approval and pledged to conform to any and all Village requirements. Besides the petitioner, no one from the public attended the meeting.

DEVELOPMENT SERVICES, PLANNING AND ENGINEERING COMMITTEE MOTION / DISCUSSION

The July 17, 2017 Development Services, Planning and Engineering Committee Meeting was cancelled due to a lack of a quorum. Due to this fact, with the consideration of the petitioner's time in mind, an allowance was made to bypass the typical Committee to Board meeting sequence and bring this project directly before the Board of Trustees on July 17, 2017. Had this allowance not been made, a decision on the approval of this project would have been pushed back by more than one (1) month, as the next Committee meeting is scheduled for August 21, 2017, followed by a September 5, 2017 Board meeting.

A final ordinance is required for this project, which, pending Village Board approval, would be scheduled for review and approval at the August 7, 2017 Board meeting.

This is now before the Village Board of Trustees for final consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve a Special Use Permit for Carz N More to locate a motor vehicle service facility at 15642 S. 70th Court, as recommended at the July 11, 2017 Plan Commission meeting, and as fully referenced below.

(THIS SECTION FOR REFERENCE ONLY (NOT NECESSARY TO BE READ))

I move to approve a Special Use Permit for Carz N More to locate a motor vehicle service facility at 15642 S. 70th Court, as recommended at the July 11, 2017 Plan Commission meeting, subject to the following conditions:

- 1) That no new or used automobile sales of any kind are allowed on premises;
 - 2) That all work is conducted indoors;
 - 3) That garage doors facing residential areas remain closed at all times except for the exchange of vehicles;
 - 4) That vehicles parked outside for more than five (5) business days are considered outdoor storage and will require additional screening per Village requirements;
 - 5) That no more than eight (8) vehicles are parked on premises at any time;
 - 6) That no unlicensed an/or unregistered cars may be on the premises at any time;
 - 7) That a triple basin is installed and inspected by the Village;
 - 8) That the violation of any of these stated conditions or any Village of Orland Park statute may result in the revocation of the Special Use Permit associated with this project.
-

SPECIAL USE STANDARDS

FOR ALL PETITIONS REQUESTING A SPECIAL USE, THE PETITIONER MUST RESPOND IN WRITING TO ALL OF THE FOLLOWING SPECIAL USE STANDARDS AND SUBMIT TO THE PLANNING DEPARTMENT.

When considering an application for a special use permit, the decision making body shall consider the extent to which the following special use standards are met. If the petitioner requests modifications to sections of the Land Development Code, CITE the relevant sections and explain why the modifications are needed using the standards as a guide:

1. The special use will be consistent with the purposes, goals and objectives and standards of the Comprehensive Plan, any adopted overlay plan and these regulations;
 - The space at 15642 S. 70th court is in an industrial area that is already home to several other automotive repair facilities.
 - The space will be utilized as a high end mechanical repair shop.
 - There is a large bay door already existing making it easily accessible for cars to enter and exit.
2. The special use will be consistent with the community character of the immediate vicinity of the parcel for development;
 - There are 2 mechanic shops within the same building that have been existing for over 5 years.
 - The area is in an industrial park that is home to several blocks of automotive, motorcycle, and lawn care companies.
3. The design of the proposed use will minimize adverse effect, including visual impacts on adjacent properties;
 - There will be no change to the exterior of the building. There is an existing bay door that will be utilized for vehicles to enter and exit building when going in for repair.
 - There will be no impact on visual appeal of exterior of building.
4. The proposed use will not have an adverse effect on the value of the adjacent property;
 - There will be no visual changes to the exterior of the building, thus making it unnoticeable to any neighboring businesses that a mechanic shop is in business at this location.
 - There are several other mechanic shops within same building.
 - The integrity of the building and the surrounding environment will not be changed because there will be no changes to the exterior. There is an existing bay door.
5. The applicant has demonstrated that public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and medical services, drainage systems, refuse disposal, water and sewers, and schools will be capable of serving the special use at an adequate level of service:

- There will be no changes to the exterior. There is an existing bay door that would be utilized for cars to enter into the building for repairs.
- All departments already service the industrial park, there will be no changes to existing system.

6. The applicant has made adequate legal provision to guarantee the provision and development of any open space and other improvements associated with the proposed development;

- The applicant has gone through all the correct pathways to ensure that the mechanic shop will be an improvement to the otherwise empty space.
- The area is in an industrial park with other commercial properties that repairs equipment, vehicles, and lawn care tools. This mechanic shop will service cars and will fit into the spectrum of the area of proposed space.

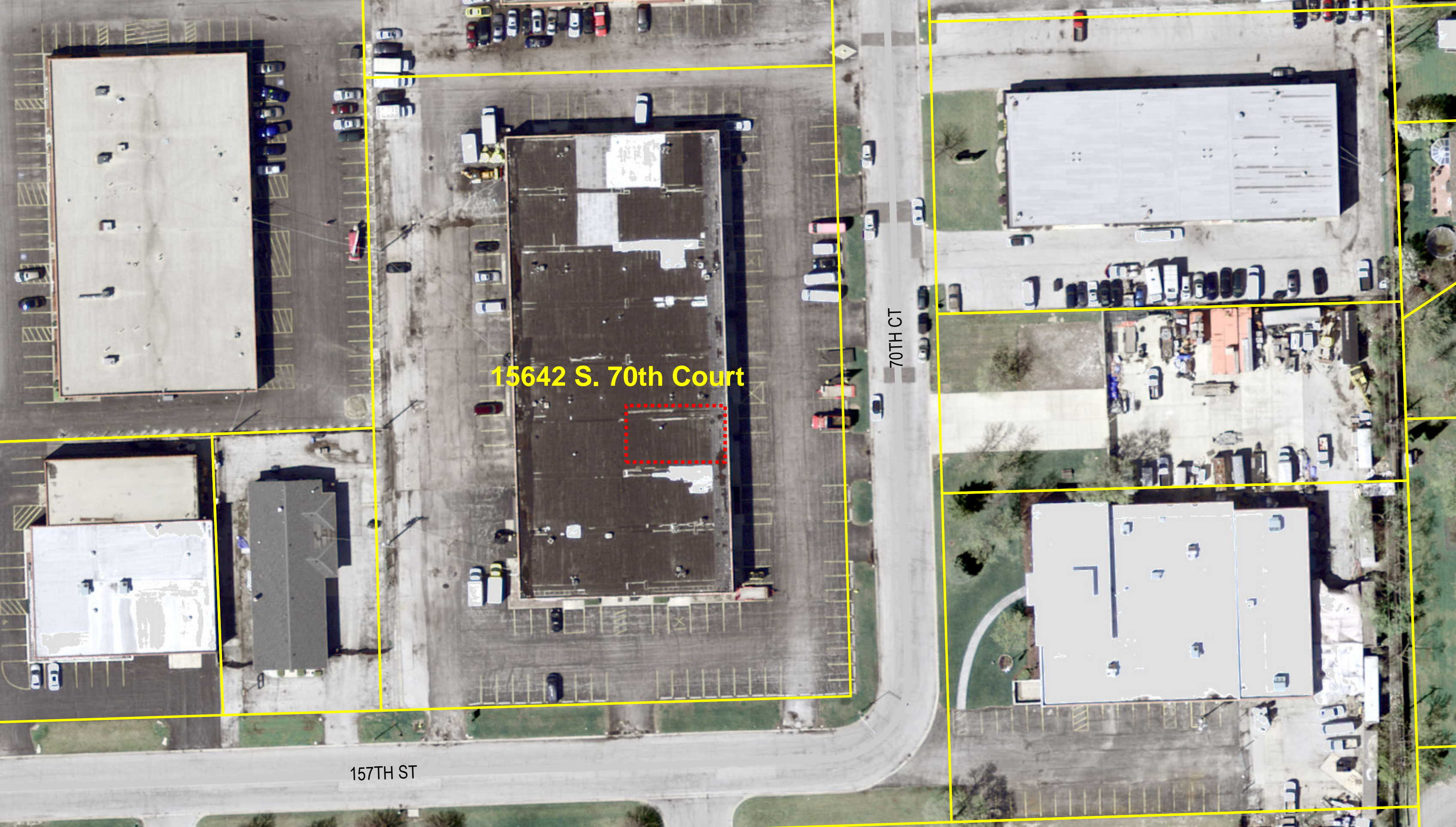
7. The development will not adversely affect a known archaeological, historical or cultural resource;

- There are no known archaeological, historical or cultural resources at the proposed site of 15642 S. 70th Court Orland Park, IL 60462. There is an existing structure with a large bay door surrounded by other industrial service repair companies.

8. The proposed use will comply with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other requirements of the ordinances of the Village.

- Cars n More hereby states that they will comply with all additional standards imposed on by the Village of Orland Park.

It is the responsibility of the petitioner to prove that these standards will be met.



15642 S. 70th Court

70TH CT

157TH ST

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

File Number: **2017-0493**
Orig. Department: **Finance Department**
File Name: **Budget Adjustments 3rd Quarter 2017 - Approval**

BACKGROUND:

A detailed spreadsheet (by fund) of budget adjustments is attached showing an increase in expenditures in the amount of \$420,181.76. The increase in expenditures is related to funding for the Holiday Décor Phase II project.

BUDGET IMPACT:

The attached spreadsheet identifies the budget impact.

REQUESTED ACTION:

I move to approve increasing the FY2017 expenditure budget by \$420,181.76.

**Budget Amendments
& Adjustments
FY 2017 - 3rd Quarter**

| <u>Account Number</u> | <u>Account Name</u> | <u>Revenue</u> | <u>Expenditure</u> | <u>Description</u> | <u>Funding Source</u> |
|---------------------------------|---------------------|----------------|--------------------|---------------------|-----------------------|
| 010-9450-442990 | Other Services | \$ - | \$ 65,000 | Holiday Decorations | General Fund |
| 010-9450-460180 | Equipment | - | 355,182 | Holiday Decorations | General Fund |
| | | - | 420,182 | | |
| Total Budget Adjustments | | <u>\$ -</u> | <u>\$ 420,182</u> | | |

REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0487 |
| Orig. Department: | Finance Department |
| File Name: | Convert Line of Credit Balances to Term Loans and Use Line of Credit Proceeds to Fund Nature Center Improvements - Ordinance |

BACKGROUND:

In 2015, the Village established two lines of credit with BMO Harris Bank for the purpose of providing funding for capital improvement projects. A revolving line of credit (RLOC) in the amount of \$10,000,000 was established to provide funding for road reconstruction projects, and a non-revolving line of credit (NRLOC) in the amount of \$10,000,000 was established to provide funding for stormwater improvement projects. Both lines of credit had two (2) year terms, with the option to convert the outstanding balance to a term loan at maturity. The maturity date of each line of credit is August 12, 2017.

At this time, the Village would like to take advantage of the option to convert the outstanding principal balance on each line of credit to a term loan, as well as decrease the overall line of credit amounts. The outstanding principal balance of the RLOC is \$5,329,000. The Village would like to convert that balance to an eight (8) term loan, reduce the maximum line of credit to \$4,000,000 and extend the term of the line of credit from a minimum of one (1) year. The outstanding principal balance of the NRLOC is \$3,420,000. The Village would like to convert that balance to a five (5) year term loan, reduce the maximum line of credit to \$6,500,000 and extend the term of the line of credit for a minimum of one (1) year.

In addition, based on a resolution passed by the Board in June 2017, the Village will utilize RLOC proceeds, in the amount of approximately \$2,200,000, to fund nature center improvements on a parcel of open space previously purchased by the Village.

It is required that the Board pass the attached ordinance to authorize the amendment to the Line of Credit and Note Agreement originally approved by the Board in 2015, as well as to authorize the conversion of line of credit draws to term loans and to authorize the use of line of credit proceeds to fund open space purchase and improvements.

BUDGET IMPACT:

Although the Village has not drawn the full \$10 million on either line of credit, the full amount is disclosed in the Village's CAFR and is also considered debt for bond rating purposes. Converting the outstanding balances on the RLOC and NRLOC to terms loans, as well as reducing the maximum line of credit amounts, will allow the Village to reduce its overall outstanding debt. Debt service on the NRLOC term loan will amount to approximately \$718,000 per year, with a fixed interest rate of 1.9% and will be paid utilizing Water & Sewer Fund revenues. Debt service on the RLOC term loan will amount to approximately \$721,000 per year, with a fixed interest rate of 2.1% and will be paid utilizing Home Rule Sales Tax.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: An Ordinance PROVIDING FOR THE AMENDMENT OF THE OUTSTANDING REVOLVING TAX-EXEMPT GENERAL OBLIGATION LINE OF CREDIT AGREEMENT AND NOTE OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, TO PAY THE COSTS OF NECESSARY CAPITAL EXPENDITURES FOR ROAD CONSTRUCTION PROJECTS AND OPEN SPACE LAND PURCHASE AND IMPROVEMENT PROJECTS AND THE ISSUANCE OF A NOT TO EXCEED \$5,329,000 PROMISSORY NOTE AND RELATED TERM LOAN AGREEMENT TO PAY THE OUTSTANDING BALANCE OF SAID LINE OF CREDIT AGREEMENT AND NOTE, THE AMENDMENT OF THE OUTSTANDING NON-REVOLVING TAX-EXEMPT GENERAL OBLIGATION LINE OF CREDIT AGREEMENT AND NOTE OF SAID VILLAGE TO PAY THE COSTS OF NECESSARY CAPITAL EXPENDITURES FOR STORM WATER MANAGEMENT PROJECTS, AND THE ISSUANCE OF A NOT TO EXCEED \$3,420,000 PROMISSORY NOTE AND RELATED TERM LOAN AGREEMENT TO PAY THE OUTSTANDING BALANCE OF SAID LINE OF CREDIT AGREEMENT AND NOTE, PROVIDING FOR THE EXECUTION OF THE AMENDMENTS AND AGREEMENTS RELATED THERETO AND PROVIDING FOR THE SECURITY FOR THE VILLAGE'S OBLIGATIONS UNDER SUCH AGREEMENTS AND PAYMENT OF SAID NOTES

FIRST AMENDMENT TO CREDIT AGREEMENT

This FIRST AMENDMENT TO CREDIT AGREEMENT (this "*Amendment*") dated as of [____], 2017 (the "*Amendment Date*") is between the VILLAGE OF ORLAND PARK, ILLINOIS, a municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the "*Borrower*"), and BMO HARRIS BANK N.A., a national banking association (the "*Lender*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, the Borrower and the Lender have entered into that certain Credit Agreement dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*"), pursuant to which the Lender has agreed to extend credit to the Borrower on the terms and conditions set forth in the Agreement; and

WHEREAS, the parties hereto wish to amend certain provisions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The defined terms "*Commitment Amount*" and "*Commitment Termination Date*" set forth in Section 1.01 of the Agreement are hereby amended in their entireties and as so amended shall be restated to read as follows:

"*Commitment Amount*" means \$6,500,000.

"*Commitment Termination Date*" means the earliest of:

- (a) August 12, 2019; and
- (b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

1.02. Section 1.01 of the Agreement is hereby amended by the addition of the following defined term in the appropriate alphabetical order to read as follows:

“*Loan Documents*” means this Agreement, the Note, the Ordinance and any exhibits, schedules, instruments or agreements relating thereto, as the same may be amended, restated, supplemented or otherwise modified in accordance with the terms thereof and hereof.

1.03. Exhibit B of the Agreement is hereby amended in its entirety and as so amended shall be replaced with Exhibit A to this Amendment (the “*Amended and Restated Note*”).

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01. Delivery by the Borrower of an executed counterpart of this Amendment.

2.02. Delivery by the Borrower of the executed Amended and Restated Note.

2.03. The following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Borrower contained in the Agreement and each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.04. Receipt by the Lender of the ordinance of the Board of Trustees of the Borrower authorizing the execution, delivery and performance of this Amendment, the Amended and Restated Note and the other matters contemplated hereby and thereby.

2.05. Receipt by the Lender of an opinion of counsel to the Borrower, addressed to the Lender, and in form and substance satisfactory to the Lender.

2.06. Receipt by the Lender of a closing certificate executed by an Authorized Officer of the Borrower certifying the name and signature of the person authorized to execute and deliver, on behalf of the Borrower, this Amendment and the Amended and Restated Note, in form and substance satisfactory to the Lender.

2.07. Payment to the Lender of an amendment fee in the amount of \$2,500 in accordance with Section 2.07(b) of the Agreement.

2.08. Payment to the Lender or directly to its counsel, as applicable, of the reasonable legal fees and expenses of counsel to the Lender.

2.09. All other legal matters with respect to this Amendment shall be satisfactory to the Lender and its counsel.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

In addition to the representations given in Article V of the Agreement, the Borrower, hereby represents and warrants as follows:

3.01. The execution, delivery and performance by the Borrower, of the Amended and Restated Note, this Amendment and the Agreement, as amended hereby, are within its respective powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Borrower.

3.02. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Borrower of the Amended and Restated Note, this Amendment or the Agreement, as amended hereby.

3.03. The Amended and Restated Note, this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their respective terms, except that (i) the enforcement thereof may be limited by principles of sovereign immunity and by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Borrower, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT THE LENDER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: _____
Title: _____

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF AMENDED AND RESTATED NOTE

\$6,500,000

[_____], 2017

FOR VALUE RECEIVED, the undersigned VILLAGE OF ORLAND PARK, ILLINOIS (the “*Borrower*”), hereby promises to pay to BMO HARRIS BANK N.A. or registered assigns (the “*Lender*”), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan and the Term Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified in writing from time to time, the “*Agreement*,” the terms defined therein being used herein as therein defined), between the Borrower and the Lender.

The Borrower promises to pay interest on the unpaid principal amount of each Loan and the Term Loan from the date of such Loan and the Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds as set forth in the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount will bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Amended and Restated Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Amended and Restated Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Loans and the Term Loan made by the Lender will be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Amended and Restated Note and endorse thereon the date, amount and maturity of its Loans and the Term Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Amended and Restated Note.

This Amended and Restated Note is issued in full substitution of and replacement for, and evidences all indebtedness previously evidenced by that certain Note dated August 12, 2015, as amended, payable to the Lender in the face principal amount of \$10,000,000.

[SIGNATURE PAGE FOLLOWS]

THIS AMENDED AND RESTATED NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT

This FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT (this “*Amendment*”) dated as of [____], 2017 (the “*Amendment Date*”) is between the VILLAGE OF ORLAND PARK, ILLINOIS, a municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the “*Borrower*”), and BMO HARRIS BANK N.A., a national banking association (the “*Lender*”). All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, the Borrower and the Lender have entered into that certain Revolving Credit Agreement dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), pursuant to which the Lender has agreed to extend credit to the Borrower on the terms and conditions set forth in the Agreement; and

WHEREAS, the parties hereto wish to amend certain provisions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The defined terms “*Commitment Amount*” and “*Commitment Termination Date*” set forth in Section 1.01 of the Agreement are hereby amended in their entireties and as so amended shall be restated to read as follows:

“*Commitment Amount*” means \$4,000,000.

“*Commitment Termination Date*” means the earliest of:

- (a) August 12, 2019; and
- (b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

1.02. Section 1.01 of the Agreement is hereby amended by the addition of the following defined term in the appropriate alphabetical order to read as follows:

“*Loan Documents*” means this Agreement, the Note, the Ordinance and any exhibits, schedules, instruments or agreements relating thereto, as the same may be

amended, restated, supplemented or otherwise modified in accordance with the terms thereof and hereof.

1.03. Exhibit B of the Agreement is hereby amended in its entirety and as so amended shall be replaced with Exhibit A to this Amendment (the “*Amended and Restated Note*”).

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01. Delivery by the Borrower of an executed counterpart of this Amendment.

2.02. Delivery by the Borrower of the executed Amended and Restated Note.

2.03. The following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Borrower contained in the Agreement and each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.04. Receipt by the Lender of the ordinance of the Board of Trustees of the Borrower authorizing the execution, delivery and performance of this Amendment, the Amended and Restated Note and the other matters contemplated hereby and thereby.

2.05. Receipt by the Lender of an opinion of counsel to the Borrower, addressed to the Lender, and in form and substance satisfactory to the Lender.

2.06. Receipt by the Lender of a closing certificate executed by an Authorized Officer of the Borrower certifying the name and signature of the person authorized to execute and deliver, on behalf of the Borrower, this Amendment and the Amended and Restated Note, in form and substance satisfactory to the Lender.

2.07. Payment to the Lender of an amendment fee in the amount of \$2,500 in accordance with Section 2.07(b) of the Agreement.

2.08. Payment to the Lender or directly to its counsel, as applicable, of the reasonable legal fees and expenses of counsel to the Lender.

2.09. All other legal matters with respect to this Amendment shall be satisfactory to the Lender and its counsel.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

In addition to the representations given in Article V of the Agreement, the Borrower, hereby represents and warrants as follows:

3.01. The execution, delivery and performance by the Borrower, of the Amended and Restated Note, this Amendment and the Agreement, as amended hereby, are within its respective powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Borrower.

3.02. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Borrower of the Amended and Restated Note, this Amendment or the Agreement, as amended hereby.

3.03. The Amended and Restated Note, this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their respective terms, except that (i) the enforcement thereof may be limited by principles of sovereign immunity and by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Borrower, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT THE LENDER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: _____
Title: _____

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF AMENDED AND RESTATED NOTE

\$4,000,000

[_____], 2017

FOR VALUE RECEIVED, the undersigned VILLAGE OF ORLAND PARK, ILLINOIS (the “Borrower”), hereby promises to pay to BMO HARRIS BANK N.A. or registered assigns (the “Lender”), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan and the Term Loan from time to time made by the Lender to the Borrower under that certain Revolving Credit Agreement dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified in writing from time to time, the “Agreement;” the terms defined therein being used herein as therein defined), between the Borrower and the Lender.

The Borrower promises to pay interest on the unpaid principal amount of each Loan and the Term Loan from the date of such Loan and the Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds as set forth in the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount will bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Amended and Restated Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Amended and Restated Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Loans and the Term Loan made by the Lender will be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Amended and Restated Note and endorse thereon the date, amount and maturity of its Loans and the Term Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Amended and Restated Note.

This Amended and Restated Note is issued in full substitution of and replacement for, and evidences all indebtedness previously evidenced by that certain Note dated August 12, 2015, as amended, payable to the Lender in the face principal amount of \$10,000,000.

[SIGNATURE PAGE FOLLOWS]

THIS AMENDED AND RESTATED NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____

Name: _____

Title: _____

TERM LOAN AGREEMENT

dated as of _____, 2017

between

VILLAGE OF ORLAND PARK, ILLINOIS

and

BMO HARRIS BANK N.A.

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TERM LOAN AGREEMENT

This TERM LOAN AGREEMENT (as amended, modified, supplemented or restated from time to time, this “*Agreement*”) is entered into as of _____, 2017, between the VILLAGE OF ORLAND PARK, ILLINOIS, a municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the “*Borrower*”), and BMO Harris Bank N.A., a national banking association (the “*Lender*”).

The Borrower has requested that the Lender extend credit, and the Lender is willing to do so on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings set forth below:

“*Affiliate*” means, with respect to a Person, any Person (whether for-profit or not-for-profit), which “controls,” is “controlled” by, or is under common “control” with such Person. For purposes of this definition, a Person “controls” another Person when the first Person possesses or exercises directly, or indirectly through one or more other affiliates or related entities, the power to direct the management and policies of the other Person, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract, or otherwise.

“*Agreement*” has the meaning set forth in the introductory paragraph hereto.

“*Authorized Officer*” means the Village President, the Village Clerk, the Finance Director/Village Treasurer or any other officer of the Borrower authorized to act on its behalf.

“*Bank Agreement*” means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, continuing covenant agreement, bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to make payment of, or to purchase or provide credit enhancement for bonds or notes of the Borrower or to make loans to the Borrower.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time, (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.0%), (iii) LIBOR Quoted Rate *plus* three percent (3.0%), and (iv) five percent (5.0%).

“*Borrower*” has the meaning set forth in the introductory paragraph hereto.

“*Borrowing*” means the borrowing of the Term Loan from the Lender pursuant to Section 2.01 hereof.

“*Business Day*” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in New York, New York or Chicago, Illinois are authorized by law to close and (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, will in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, adopted or issued.

“*Closing Date*” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 8.01 hereof.

“*Code*” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“*Debt*” of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary course of business, (iv) all obligations of such Person as lessee under capital leases, (v) all Debts of others secured by a lien on any asset of such Person, whether or not such Debts are assumed by such Person, (vi) all Guarantees by such Person of Debt of other Persons, (vii) all obligations of such Person to reimburse or repay any bank or other Person in respect of amounts paid or advanced under a letter of credit, credit agreement, liquidity facility or other instrument, and (viii) net obligations of such Person under any Swap Contract.

“*Debtor Relief Laws*” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“*Default*” means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“*Default Rate*” means, for any day, a rate of interest per annum equal to the sum of the Base Rate in effect on such day plus four percent (4.0%).

“*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject to any Sanction.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the Borrower files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) on the date when Lender notifies the Borrower that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Borrower of such notification from the Lender, the Borrower shall deliver to the Lender a ruling or determination letter issued to or on behalf of the Borrower by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Borrower shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Borrower, or upon any review or audit of the Borrower or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the Borrower shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender the interest on the Term Loan due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Borrower has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Lender, the Borrower shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges the Lender shall be obligated to make as a result of the Determination of Taxability.

“*Dollar*” and “*\$*” mean lawful money of the United States.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Event of Default” has the meaning specified in Section 7.01 hereof.

“Event of Taxability” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Borrower, or the failure to take any action by the Borrower, or the making by the Borrower of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on the Term Loan to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Term Loan to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes.

“Excess Interest” has the meaning specified in Section 2.12 hereof.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the Lender or required to be withheld or deducted from a payment to the Lender, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of the Lender being organized under the laws of, or having its principal office located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of the Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Lender pursuant to a law in effect on the date on which the Lender acquires such interest in the Term Loans or the Term Loan Commitment and (c) Taxes attributable to the Lender’s failure to comply with Section 3.01(e).

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day will be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day will be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Lender on such day on such transactions as determined by the Lender.

“Fitch” means Fitch, Inc., and any successor rating agency.

“General Obligation Debt” means general obligation Debt payable from any moneys, revenues, receipts, income, assets or funds of the Borrower legally available for such purposes.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“*Guarantee*” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the “*primary obligor*”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, or (ii) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee will be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “*Guarantee*” as a verb has a corresponding meaning.

“*Indemnified Taxes*” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under the Agreement or the Note and (b) to the extent not otherwise described in (a), Other Taxes.

“*Indemnities*” has the meaning specified in Section 8.04(b) hereof.

“*Information*” has the meaning specified in Section 8.07 hereof.

“*Interest Payment Date*” means the first Business Day of each month.

“*IRS*” means the United States Internal Revenue Service.

“*Laws*” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Lender*” has the meaning specified in the introductory paragraph hereto.

“*Lending Office*” means, the office or offices of the Lender described as such in Schedule 8.02, or such other office or offices as the Lender may from time to time notify the Borrower.

“*LIBOR Quoted Rate*” means, for any day, the rate per annum equal to the quotient of (i) the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in U.S. Dollars for a one-month interest period which appears on the LIBOR01 Page as of 11:00 a.m. (London, England time) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) divided by (ii) one (1) minus the Reserve Percentage, *provided that* in no event shall the “LIBOR Quoted Rate” be less than 0.00%; the term “LIBOR01 Page” means the display designated as “*LIBOR01 Page*” on the Reuters Service (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Lender from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market); and the term “*Reserve Percentage*” means, for any day, the maximum reserve percentage, expressed as a decimal, at which reserves (including, without limitation, any emergency, marginal, special, and supplemental reserves) are imposed by the Board of Governors of the Federal Reserve System (or any successor) on “*eurocurrency liabilities*”, as defined in such Board’s Regulation D (or any successor thereto), subject to any amendments of such reserve requirement by such Board or its successor, taking into account any transitional adjustments thereto, without benefit or credit for any prorations, exemptions or offsets under Regulation D (and adjusted automatically on and as of the effective date of any change in any such reserve percentage).

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“*Margin Rate Factor*” means the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.54.

“*Material Adverse Effect*” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition or prospects of the Borrower; (b) a material impairment of the ability of the Borrower to perform its obligations under this Agreement, the Note or the Ordinance; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of this Agreement, the Note or the Ordinance.

“*Maximum Federal Corporate Tax Rate*” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time

(or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender).

“*Maximum Rate*” means the lesser of (i) eighteen percent (18%) and (ii) the maximum non-usurious lawful rate of interest permitted by applicable law.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*Note*” means a promissory note made by the Borrower in favor of the Lender evidencing the Term Loan made by the Lender, substantially in the form of Exhibit B.

“*Obligations*” means all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under this Agreement, the Note or the Ordinance or otherwise with respect to any Term Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“*OFAC*” means the United States Department of Treasury Office of Foreign Assets Control.

“*Ordinance*” means that certain ordinance adopted by the Board of Trustees of the Borrower on July 20, 2015.

“*Other Connection Taxes*” means Taxes imposed as a result of a present or former connection between the Lender and the jurisdiction imposing such Tax (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement, the Note or the Ordinance, or sold or assigned an interest in the Term Loan or this Agreement, the Note or the Ordinance).

“*Other Taxes*” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement, the Note or the Ordinance, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“*Participant*” has the meaning set forth in Section 8.06(b) hereof.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*Person*” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“*Prime Rate*” means on any day, a fluctuating rate of interest per annum equal to the “*Prime Rate*” listed daily in the “*Money Rate*” section of *The Wall Street Journal*, or if *The Wall Street Journal* is not published on a particular Business Day, than the “prime rate” published in any other national financial journal or newspaper selected by the Lender. Any change in the Prime Rate shall take effect on the date specified in the announcement of such change.

“*Property*” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

“*Rating*” means the long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody’s to General Obligation Debt (without giving effect to any credit enhancement securing such Debt).

“*Rating Agencies*” means Fitch, Moody’s and S&P.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor rating agency.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*SEC*” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“*State*” means the State of Illinois.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the

International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxable Date*” means the date on which interest on the Term Loan is first includable in the gross income of the Lender or any Participant as a result of an Event of Taxability as such date is established pursuant to a Determination Taxability.

“*Taxable Rate*” shall mean the product of (i) the rate of interest otherwise then applicable to the Term Loan, and (ii) 1.54.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“*Term Loan*” has the meaning set forth in Section 2.01 hereof.

“*Term Loan Commitment*” has the meaning set forth in Section 2.01 hereof.

“*Term Loan Final Maturity Date*” has the meaning set forth in Section 2.01 hereof.

“*Term Loan Rate*” means a rate per annum of ___% multiplied by the Margin Rate Factor *plus*, effective on the date of any change in the Borrower’s Rating, the Term Rate Margin; *provided* that from and after the occurrence of an Event of Default, “*Term Loan Rate*” shall mean the Default Rate.

“*Term Note*” has the meaning set forth in Section 2.01 hereof.

“*Term Rate Margin*” means the increase in the applicable Term Loan Rate associated with the Rating, as specified below:

| LEVEL | FITCH RATING | S&P RATING | MOODY’S RATING | TERM RATE MARGIN |
|---------|--------------|--------------|----------------|------------------|
| Level 1 | AA+ or above | AA+ or above | Aa1 or above | 0.0% |
| Level 2 | AA | AA | Aa2 | 0.10% |
| Level 3 | AA- | AA- | Aa3 | 0.20% |
| Level 4 | A+ | A+ | A1 | 0.40% |
| Level 5 | A | A | A2 | 0.60% |
| Level 6 | A- | A- | A3 | 0.80% |
| Level 7 | BBB+ | BBB+ | Baa1 | 1.10% |
| Level 8 | BBB | BBB | Baa2 | 1.40% |
| Level 9 | BBB- | BBB- | Baa3 | 1.70% |

In the event all three Rating Agencies provide a Rating and there is a split Rating (*i.e.*, the Rating of any of Moody's, S&P or Fitch is at a different Level in the pricing grid set forth above than the rating of either of the other Rating Agencies), the increase in the Term Rate Margin shall be based upon the Level in which the lowest Rating appears. Any change in the Term Rate Margin resulting from a change in a Rating will be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency including, without limitation, any recalibration of the long-term debt rating of any debt of the Borrower in connection with the adoption of a "global" rating scale, each of the Ratings from the Rating Agency in question referred to above refers to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Borrower acknowledges, and the Lender agrees, that as of the Closing Date the Term Rate Margin is that specified above for Level 1. Upon the occurrence and during the continuance of an Event of Default or in the event that any Rating is suspended, withdrawn or is otherwise unavailable for credit related reasons, the Term Loan Rate shall equal the Default Rate.

"United States" and *"U.S."* mean the United States of America.

"written" or *"in writing"* means any form of written communication or a communication by means of telex, telecopier device or electronic mail.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement, the Note and the Ordinance, unless otherwise specified herein or in the Note or the Ordinance:

(a) The definitions of terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words *"include," "includes"* and *"including"* are deemed to be followed by the phrase *"without limitation."* The word *"will"* will be construed to have the same meaning and effect as the word *"shall."* Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in the Note or the Ordinance), (ii) any reference herein to any Person will be construed to include such Person's successors and assigns, (iii) the words *"hereto," "herein," "hereof"* and *"hereunder,"* and words of similar import when used in this Agreement, the Note or the Ordinance, will be construed to refer to such document in its entirety and not to any particular provision thereof, (iv) all references in this Agreement, the Note or the Ordinance to Articles, Sections, Exhibits and Schedules will be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, the Note or the Ordinance in which such references appear, (v) any reference to any law includes all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words *"asset"* and *"property"* will be construed to have the same meaning and effect and to refer to any and all

tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “*from*” means “*from and including*,” the words “*to*” and “*until*” each mean “*to but excluding*,” and the word “*through*” means “*to and including*.”

(c) Section headings herein and in the Note and the Ordinance are included for convenience of reference only and do not affect the interpretation of this Agreement, the Note or the Ordinance.

Section 1.03. Accounting Terms.

(a) *Generally.* All accounting terms not specifically or completely defined herein will be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, *except* as otherwise specifically prescribed herein.

(b) *Changes in GAAP.* If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Lender shall so request, the Lender and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; *provided that*, until so amended, (A) such ratio or requirement will continue to be computed in accordance with GAAP prior to such change therein and (B) the Borrower shall provide to the Lender financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.04. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05. Times of Day. Unless otherwise specified, all references herein to times of day are references to Central time (daylight or standard, as applicable).

ARTICLE II

THE TERM LOAN

Section 2.01. Term Loan. Subject to the terms and conditions set forth herein, the Lender agrees to make a term loan to the Borrower in the principal amount up to **[\$3,420,000]**

\$5,329,000] (the “*Term Loan Commitment*,” and the term loan made pursuant thereto being referred to herein as the “*Term Loan*”). The Term Loan shall be made on or before _____, 2017, at which time the commitment of the Lender to make the Term Loan shall expire. There shall be only one advance made under the Term Loan Commitment, and any portion of the Term Loan Commitment not advanced on the date of such borrowing shall thereupon expire. The Term Loan shall be made against and evidenced by a promissory note of the Borrower in the form (with appropriate insertions) attached hereto as Exhibit A (the “*Term Note*”). The Term Note shall be dated the date of issuance thereof and be expressed to bear interest as set forth in Section 2.06 hereof. The Term Note, and the Term Loan evidenced thereby, shall mature in monthly principal installments, with each monthly principal installment to be in the amount set forth in Schedule 2.01, payable on the first Business Day of each month of each year (commencing _____, 2017), with a final installment in the amount of all principal not sooner paid due and payable on _____, **[2022][2025]** (the “*Term Loan Final Maturity Date*”), the final maturity thereof. Notwithstanding the foregoing, the Term Loan must be paid in full if the Borrower terminates this Agreement and obtains a line of credit from another creditor within ninety (90) days of such termination.

Section 2.02. Manner and Disbursement of Term Loan. The Borrower shall give written or telephonic notice to the Lender (which notice shall be irrevocable once given and, if given by telephone, shall be promptly confirmed in writing) by no later than 11:00 a.m. (Chicago time) on the date the Borrower requests the Lender to make the advance of the Term Loan hereunder. Each such notice shall specify the date of the advance requested (which must be a Business Day) and the amount of such advance. The Borrower agrees that the Lender may rely upon any written or telephonic notice given by any person the Lender in good faith believes is an Authorized Officer without the necessity of independent investigation and, in the event any telephonic notice conflicts with the written confirmation, such telephonic notice shall govern if the Lender has acted in reliance thereon. Subject to the provisions of Article IV hereof, the proceeds of each advance shall be made available to the Borrower at the principal office of the Lender in Chicago, Illinois, in immediately available funds.

Section 2.03. Prepayments. The Borrower may, upon notice to the Lender, at any time or from time to time voluntarily prepay the Term Loan in whole or in part without premium or penalty, but subject to any amounts due pursuant to Section 2.14 hereof; *provided* that (i) such notice must be received by the Lender not later than 2:00 p.m. on the date of prepayment of the Term Loan; and (ii) any prepayment of the Term Loan shall be in a principal amount of \$100,000 or a whole multiple of at least \$1,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment. If the Borrower gives such notice, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of principal shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 2.14. No amount of the Term Loan paid or prepaid may be reborrowed, and any such prepayment of the outstanding Term Loan pursuant to this Section 2.03 will be applied to the principal repayment installments thereof in inverse order of maturity.

Section 2.04. Notations. The status of all amounts evidenced by the Term Note shall be recorded by the Lender on its books and records or, at its option in any instance, endorsed on a schedule to the Term Note and the unpaid principal balance and status and rates so recorded or endorsed by the Lender shall be prima facie evidence in any court or other proceeding brought to enforce the Term Note of the principal amount remaining unpaid thereon, the status of all amounts evidenced thereby and the interest rate applicable thereto; *provided* that the failure of the Lender to record any of the foregoing shall not limit or otherwise affect the obligation of the Borrower to repay the principal amount of the Term Note together with accrued interest thereon.

Section 2.05. Reserved.

Section 2.06. Interest. (a) Subject to the provisions of subsection (b) below the Term Loan will bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term Loan Rate. Subject to Section 2.12 hereof, at no time shall the interest rate on the Term Loan be payable in excess of the Maximum Rate. Each invoice for interest sent by the Lender to the Borrower shall include a detailed breakdown of the Term Loan Rate, for such period being invoiced.

(b) (i) While any Event of Default exists, the Borrower shall pay interest on all outstanding Obligations hereunder (including, without limitation, the Term Loan) at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on the Term Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) From and after the Taxable Date, the Term Loan hereunder shall bear interest at the Taxable Rate.

Section 2.07. Amendment and Waiver Fees. The Borrower hereby agrees to pay to the Lender, on the date of each amendment to this Agreement or any other Loan Document, or execution of any standard waiver or consent relating thereto, a non-refundable fee equal to \$2,500, plus, in each case, the reasonable fees and expenses of counsel to the Lender in an amount to be agreed upon by the parties prior to the commencement of such action. Such fees will be fully earned when paid and will not be refundable for any reason whatsoever.

Section 2.08. Computation of Interest and Fees. All computations of fees and interest will be made on the basis of a year of three hundred sixty (360) and actual days elapsed. Interest will accrue on the Term Loan for the day on which the Term Loan is made, and shall not accrue on the Term Loan, or any portion thereof, for the day on which the Term Loan or such portion is

paid; *provided* that the Term Loan that is repaid on the same day on which it is made shall, subject to Section 2.10, bear interest for one day. Each determination by the Lender of an interest rate or fee hereunder will be conclusive and binding for all purposes, absent manifest error.

Section 2.09. Reserved.

Section 2.10. Payments. General. All payments to be made by the Borrower shall be made in Dollars and immediately available funds by wire transfer as directed by the Lender by 12:00 noon in accordance with wire transfer instructions provided by the Lender, on the date specified and without condition or deduction for any counterclaim, defense, recoupment or setoff. Unless the Lender provides written notice to the contrary, payments shall be made to BMO Harris Bank N.A., ABA No. 07100288, For credit to Account No. 109-406-9, Ref: Village of Orland Park, Attention: Jimmy Chin. If any payment to be made by the Borrower is come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time will be reflected in computing interest or fees, as the case may be. All payments received by the Lender after 12:00 noon will be deemed received on the next succeeding Business Day and any applicable interest or fee will continue to accrue.

Section 2.11. Reserved.

Section 2.12. Maximum Rate. If the rate of interest payable hereunder exceeds the Maximum Rate for any period for which interest is payable, then (a) interest at the Maximum Rate shall be due and payable with respect to such interest period, and (b) interest at the rate equal to the difference between (i) the rate of interest calculated in accordance with the terms hereof and (ii) the Maximum Rate (the "*Excess Interest*"), will be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Borrower shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Lender to equal the Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until the earlier of (i) the date of payment in full of all Obligations (other than Excess Interest which has not been recaptured) and on which this Agreement is no longer in effect, and (ii) the date on which all deferred Excess Interest is fully paid to the Lender.

Section 2.13. Determination of Taxability. (a) In the event a Determination of Taxability occurs, the Borrower hereby agrees to pay to the Lender (and if applicable, each Participant) on demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to the Lender (and if applicable, each Participant) on the Term Loan during the period for which interest on the Term Loan is included in the gross income of the Lender (and if applicable, each Participant) if the Term Loan had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Lender (and if applicable, each Participant) during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by the Lender (and if applicable, each Participant) as a result of interest on the Term Loan becoming included in the gross income of the Lender (and if applicable, each Participant), together with any and all reasonable

attorneys' fees, court costs, or other out-of-pocket costs incurred by the Lender (and if applicable, each Participant) in connection therewith.

(b) Subject to the provisions of clause (c) below, the Lender (and if applicable, each Participant) shall afford the Borrower the opportunity, at the Borrower's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Term Loan to be included in the gross income of the Lender (and if applicable, each Participant) or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Term Loan, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); and

(c) As a condition precedent to the exercise by the Borrower of its right to contest set forth in paragraph (b) above, the Borrower shall, on demand, immediately reimburse the Lender for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, as determined by the Lender in its sole discretion) that may be incurred by the Lender in connection with any such contest, and shall, on demand, immediately reimburse the Lender for any payments, including any taxes, interest, penalties or other charges payable by the Lender (and if applicable, each Participant) for failure to include such interest in its gross income.

Section 2.14. Funding Indemnity. (a) The Term Loan may be prepaid in whole or in part (in any amount) at any time and from time to time upon payment of the Bank Make-Whole Amount set forth below. All such prepayments shall be made upon not less than ten (10) Business Days' prior notice to the Lender and shall be accompanied by accrued interest on the amount prepaid. All such prepayments shall be applied to the principal payments due under Section 2.01 in the inverse order of their maturities. If the Borrower repays any principal amount of the Term Loan before its originally scheduled due date (whether as the result of acceleration, optional redemption, or otherwise), the Borrower hereby promises to pay to Bank a funding indemnity equal to the applicable Bank Make-Whole Amount. For the avoidance of doubt, the automatic or declared acceleration of the Term Loan constitutes an involuntary prepayment for which the Bank Make-Whole Amount shall be due and payable. Therefore, the Bank Make-Whole Amount shall be due and owing if following an acceleration or optional repayment of the Term Loan, (i) the Borrower tenders payment (voluntarily or involuntarily) or (ii) Bank obtains a recovery through an exercise of remedies or otherwise.

(b) For purposes hereof, "*Bank Make-Whole Amount*" means, in connection with the prepayment of any portion of the Term Loan, whether by acceleration, optional redemption, voluntary prepayment, or otherwise, the amount, determined by the Lender, equal to the present value of the difference, if any (but not below zero), between (i) the amount the Lender would have earned if the Lender had invested the amount of the Term Loan being prepaid from the date of such prepayment for a period equal to the period remaining until the end of the Term Loan Final Maturity Date at the LIBOR/Swap Curve Rate in effect on the date of the purchase of the Term Loan for a period equal to the period from the Closing Date through the end of the Term Loan Final Maturity Date, *minus* (ii) the amount the Lender would earn if the Lender invests the amount of the Term Loan being prepaid from the date of such prepayment for a period equal to the period remaining until the end of the Term Loan Final Maturity Date at the LIBOR/Swap

Curve Rate in effect ten (10) Business Days prior to the date of prepayment for a period equal to the remaining term of the loan on the date of prepayment. The present value and applicable LIBOR/Swap Curve Rates shall be calculated in accordance with Bank's standard practices. "LIBOR/Swap Curve Rate" means, as of any date of measurement (i) for any period of one year or less, the rate per annum for deposits in U.S. Dollars for such period which appears on the display designated as "LIBOR01 Page" on the applicable Bloomberg screen page (or on any successor or substitute page of such service, or any successor to or substitute for such service, as determined by Bank from time to time, for purposes of providing quotations of interest rates applicable to Dollar deposits in the London interbank market) as of 11:00 a.m. (London, England time) on the date of the commencement of such period, (ii) for any period of more than one year, the International Swaps and Derivatives Association (ISDA) mid-market par interest rate swap rate for such period as most recently published by the Board of Governors of the Federal Reserve System on the date of the commencement of such period. If there is no LIBOR/Swap Curve Rate for a period equal to applicable period, the LIBOR Swap Curve Rate shall be determined by Bank for the applicable period using a simple interpolation of LIBOR/Swap Curve Rates for available periods. The discount rate applied will be equal to the published one-month (30 day) LIBOR Swap Curve Rate in effect ten (10) Business Days prior to the date of the Term Loan prepayment.

(c) The Borrower hereby acknowledges and agrees that the Bank Make-Whole Amount constitutes liquidated damages, and not a claim for unmatured interest or a penalty, and that the Bank Make-Whole Amount represents a reasonable forecast of the damages caused by prepayment.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.01. Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If any applicable Laws require the withholding or deducting of any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by the Borrower or the Lender, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If the Borrower is required by any applicable Laws to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Borrower, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Borrower, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction

is made on account of Indemnified Taxes, the sum payable by the Borrower will be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Lender, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) *Payment of Other Taxes by the Borrower.* Without limiting the provisions of subsection (a) above, the Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Lender at its option to timely reimburse it for the payment of, any Other Taxes.

(c) *Tax Indemnifications.* (i) Without limiting the provisions of subsection (a) or (b) above, the Borrower shall, and does hereby, indemnify the Lender, and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by the Lender or required to be withheld or deducted from a payment to the Lender, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender is conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, the Lender shall, and does hereby, indemnify the Borrower and shall make payment in respect thereof within ten (10) days after demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the reasonable fees, charges and disbursements of any counsel for the Borrower) incurred by or asserted against the Borrower by any Governmental Authority as a result of the failure by the Lender to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by the Lender to the Borrower pursuant to subsection (e). The agreements in this clause (ii) survive any assignment of rights by, or the replacement of, the Lender, the termination of the Term Loan Commitment and the repayment, satisfaction or discharge of all other Obligations.

(d) *Evidence of Payments.* Upon request by the Borrower or the Lender, as the case may be, after any payment of Taxes by the Borrower or by the Lender to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Lender or the Lender shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Lender, as the case may be.

(e) *Status of the Lender; Tax Documentation.* (i) If the Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under this Agreement or the Note, the Lender shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and executed documentation reasonably requested by the Borrower as will permit such payments to be made without withholding or at a

reduced rate of withholding. In addition, the Lender, if reasonably requested by the Borrower, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower as will enable the Borrower to determine whether or not the Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender.

(ii) Without limiting the generality of the foregoing, the Lender shall deliver to the Borrower (and from time to time thereafter upon the reasonable request of the Borrower), executed originals of IRS Form W-9 certifying that the Lender is exempt from U.S. federal backup withholding tax.

(f) *Treatment of Certain Refunds.* If the Lender determines that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 3.01, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by the Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Borrower, upon the request of the Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority, *provided*, that the Borrower shall not be obligated to pay the Lender for any penalties, interest or expenses relating to Taxes or Other Taxes arising from the Lender's gross negligence or willful misconduct) to the Lender in the event the Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the Lender be required to pay any amount to the Borrower pursuant to this subsection the payment of which would place the Lender in a less favorable net after-Tax position than the Lender would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This subsection shall not be construed to require the Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(g) *Survival.* Each party's obligations under this Section survive the repayment, satisfaction or discharge of all other Obligations.

Section 3.02. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender;

(ii) subject the Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Lender or the London interbank market any other condition, cost or expense affecting this Agreement or the Term Loan made by the Lender or participation therein;

and the result of any of the foregoing increases the cost to the Lender of making or maintaining the Term Loan (or of maintaining its obligation to make the Term Loan), or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount) then, upon request of the Lender, the Borrower will pay to the Lender, such additional amount or amounts as will compensate the Lender, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Lender determines that any Change in Law affecting the Lender or any Lending Office of the Lender or the Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement, the Term Loan Commitment or the Term Loan made by, to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to the Lender, as the case may be, such additional amount or amounts as will compensate Lender or the Lender's holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* All payments of amounts referred to in paragraphs (a) and (b) of this Section shall be due and payable, in full, on the date which is thirty (30) days following the Borrower's receipt of notice. A certificate as to such increased cost, increased capital or reduction in return incurred by the Lender as a result of any event mentioned in paragraphs (a) or (b) of this Section setting forth, in reasonable detail, the basis for such calculation and the amount of such calculation shall be submitted by the Lender to the Borrower and shall be deemed conclusive if reasonably determined. In making the determinations contemplated by the above referenced certificate, the Lender may make such reasonable estimates, assumptions, allocations and the like that the Lender in good faith determines to be appropriate; *provided* that the Lender shall provide to the Borrower such additional information in connection with such certificate as the Borrower may reasonably request in writing.

(d) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Lender's right to demand such compensation.

Section 3.03. Survival. All of the Borrower's and Lender's obligations under this Article III survive termination of the Term Loan Commitment and repayment of all other Obligations hereunder.

ARTICLE IV

CONDITIONS PRECEDENT TO BORROWING

Section 4.01. Conditions of Initial Borrowing; Authority; Enforceability. This Agreement shall become binding on the parties hereto upon the satisfaction of the following conditions precedent (all Loan Documents and other documents to be delivered to the Lender pursuant to this Section 4.01 are subject to prior approval as to form and substance by the Lender, with delivery by the Lender of its signature page to this Agreement evidencing such Person's acknowledgement that the conditions set forth in this Section 4.01 have been satisfied, unless otherwise waived in writing):

(a) The Lender's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by an Authorized Officer of the Borrower, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Lender:

(i) executed counterparts of this Agreement;

(ii) a Note executed by the Borrower in favor of the Lender;

(iii) a certified copy of the Ordinance and any other ordinances of the Borrower's Board of Trustees (or similar governing body) authorizing the execution, delivery and performance of this Agreement, the Note and the Ordinance and the consummation of the transactions contemplated hereby and thereby, together with specimen signatures of the persons authorized to execute such documents on the Borrower's behalf, all certified in each instance by the Board of Trustees;

(iv) a favorable opinion of counsel to the Borrower acceptable to the Lender addressed to the Lender, as to the matters set forth concerning the Borrower and this Agreement, the Note and the Ordinance in form and substance satisfactory to the Lender;

(v) an opinion from tax counsel to the effect that interest on the Term Loan is excludable from gross income for federal income tax purposes and such other matters as the Lender shall reasonably request;

(vi) a certificate signed by an Authorized Officer of the Borrower certifying (A) that the conditions specified in Sections 4.02(a) and (b) have been

satisfied, and (B) that there has been no event or circumstance since December 31, 2016 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect;

(vii) recent evidence that the unenhanced long-term General Obligation Debt of the Borrower has been assigned long-term ratings of at least “Aa1” by Moody’s and “AA+” by S&P, respectfully; and

(viii) such other assurances, certificates, documents, consents or opinions as the Lender reasonably may require.

For purposes of determining compliance with the conditions specified in this Section 4.01, the Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lender.

Section 4.02. Conditions to Borrowing. The obligation of the Lender to make any advance of the Term Loan under this Agreement is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower contained in Article V hereof or in the Ordinance, or which are contained in any document furnished at any time under or in connection herewith or therewith, are true and correct on and as of the date of the Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in Section 5.09 will be deemed to refer to the most recent statements furnished pursuant to clause (b)(i) of Section 6.01.

(b) No Default or Event of Default exists, or would result from the making of such Term Loan or from the application of the proceeds thereof.

(c) Such Term Loan does not violate any order, judgment or decree of any court or authority of competent jurisdiction or any provision of law as then in effect.

(d) The Lender shall have received, in form and substance satisfactory to it, such other assurances, certificates, documents or consents related to the foregoing as the Lender reasonably may require.

The Borrower’s request for the Term Loan shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the Borrowing.

Section 4.03. Payment of Fees and Expenses. On or prior to the Closing Date, the Borrower shall have paid the Lender's fees and expenses (including the legal fees of the Lender's counsel).

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as follows:

Section 5.01. Organization; Due Authorization. The Borrower is a municipality and home rule unit of local government, duly organized and existing under the Constitution and laws of the State of Illinois. The Borrower has or had, at the applicable time, full legal right, power and authority to (i) adopt the Ordinance and (ii) enter into, to execute and deliver this Agreement and the Note as provided herein and in the Ordinance. The Borrower has duly authorized and approved the execution and delivery of this Agreement, the Note and the delivery of the Ordinance.

Section 5.02. Enforceability. No further authorization or approval is required for the Borrower's execution and delivery of this Agreement or the Note, and this Agreement, the Ordinance and the Note constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally or by general principles of equity; and no further authorization or approval is required with respect to the enforceability of the Borrower's obligations hereunder or thereunder.

Section 5.03. Ordinance. The Board of Trustees has duly adopted the Ordinance, which is in full force and effect. In connection with the execution and delivery of this Agreement and the issuance of the Note, the Borrower has complied in all material respects with the Ordinance, the Constitution of the State and the laws of the State.

Section 5.04. Consents. All approvals, consents registrations, declarations and filings (except, if any, under applicable state blue sky or securities laws) with, any federal, state or other governmental body or instrumentality, having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder, under the Ordinance or under the Note have been obtained or made.

Section 5.05. No Violation. The adoption of the Ordinance and compliance with the provisions thereof do not, and the execution, delivery and performance of this Agreement and the Note do not and will not violate the Constitution or any existing law or administrative regulation of the State or of any department, division, agency or instrumentality thereof or of the United States, or any court or administrative regulation, judgment, decree or order to which the Borrower is subject, or conflict with in a material manner or constitute on the part of the Borrower a material breach of, or a material default under, any material provision of any

agreement, indenture, mortgage, lease, note, ordinance, resolution, agreement or other instrument to which the Borrower is subject or by which it is bound.

Section 5.06. Litigation. There is no action, suit or proceeding, at law or in equity, or before any court, public board or body is pending (or to the knowledge of the Borrower threatened) against the Borrower or any officers of the Borrower in their respective capacities as such (i) questioning the authority of the Borrower to adopt the Ordinance or to issue, or the issuance or validity of this Agreement, the Note or any other General Obligation Debt of the Borrower, or (ii) questioning the constitutionality of any statute or the validity of any proceedings authorizing the Ordinance or issuance of this Agreement or the Note, or (iii) questioning the validity or enforceability of the Ordinance, this Agreement or the Note, or (iv) questioning in any manner the Borrower's pledge of its full faith, credit and resources, or (v) which, if adversely determined could reasonably be expected to adversely affect the legality, validity or enforceability of the Ordinance, this Agreement or the Notes on the rights and remedies of the Lender thereunder or (vi) which is reasonably likely to have a Material Adverse Effect.

Section 5.07. Security. Pursuant to the Ordinance, the Obligations are supported by a pledge of the full faith and credit of the Borrower and constitute general obligations of the Borrower payable from legally available funds, for which, subject to the provisions of the Ordinance, all of the taxable Property of the Borrower is subject to a direct annual tax, without limit as to rate or amount. The Ordinance constitutes an ongoing appropriation from legally available funds for payment of the Obligations payable pursuant to this Agreement and the Note.

Section 5.08. Organization. The Borrower is a municipal corporation and "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State.

Section 5.09. Financial Statements. The most recent audited financial statements of the Borrower posted on the Borrower's website and made available to the Lender fairly present the financial position and results of operation of the Borrower as of December 31, 2016, and such financial statements have been prepared in accordance with generally accepted accounting principles as consistently applied to governmental units, except as otherwise noted therein. Except as otherwise disclosed in writing by the Borrower to the Lender prior to the Closing Date, to the knowledge of the Borrower's Chief Financial Officer, no material adverse change in the financial position of the Borrower as shown on such financial statements has occurred since December 31, 2016.

Section 5.10. Absence of Default. No Default or Event of Default has occurred and is continuing, and the Borrower is not in default under any material provision of the Ordinance. The Borrower is not in default under any material agreement or instrument to the extent such default would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this Agreement, the Note or the Ordinance the Borrower's ability to pay the Obligations, or the rights, interests, security or remedies of the Lender.

Section 5.11. Environmental Laws. The Borrower has not received notice to the effect that the any of the operations of the Borrower are not in compliance with any of the requirements

of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this Agreement or the Note, or the rights, interests, security or remedies of the Lender.

Section 5.12. No Proposed Legal Changes. There is no amendment, or to the knowledge of the Borrower, proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Borrower or the ability of the Borrower to perform its obligations under this Agreement, the Ordinance or the Note, or any right, interest, security or remedy of the Lender.

Section 5.13. Solvent. The Borrower is solvent.

Section 5.14. Disclosure. All information heretofore furnished by the Borrower to the Lender for purposes of or in connection with this Agreement or any transaction contemplated hereby (and the ability of the Borrower to perform its obligations under this Agreement or the Note) is, and all such information hereafter furnished by the Borrower to the Lender will be, true, accurate and complete in all material respects or based on reasonable estimates on the date as of which such information is stated or certified and such information does not omit to state a material fact necessary to make such statements and information, in light of the circumstances under which they were made, not misleading in any material respect. The Borrower has disclosed to the Lender in writing any and all facts which materially and adversely affect or may affect (to the extent the Borrower can now reasonably foresee), the business, operations, prospects or condition, financial or otherwise, of the Borrower, or the ability of the Borrower to perform its obligations under this Agreement or the Note.

Section 5.15. Use of Proceeds; Margin Stock. The Borrower shall use the proceeds of the Term Loan to provide funds for **[the payment of necessary expenses incurred for certain storm water management projects of the Borrower]**. The Borrower is not engaged, and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), or extending credit for the purpose of purchasing or carrying Margin Stock.

Section 5.16. Investment Company. The Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.17. ERISA. The Borrower does not maintain or contribute to, and has not maintained or contributed to, any employee pension benefit plan that is subject to Title IV of ERISA or that is subject to the minimum funding standards under Section 412 of the Code.

Section 5.18. OFAC Sanctions. Neither the Borrower, nor, to the knowledge of the Borrower, any Related Party, (a) is currently the subject of any Sanctions, (b) is located, organized or residing in any Designated Jurisdiction, or (c) is or has been (within the previous five (5) years) engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. The proceeds from the Term Loan or the transactions contemplated by this Agreement have not been used, directly or indirectly, to lend, contribute, provide or otherwise be made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including the Lender) of Sanctions.

Section 5.19. No Immunity. Under existing law, the Borrower is not entitled to raise the defense of sovereign immunity in connection with any legal proceeding to enforce or collect upon this Agreement, the Note or the transactions contemplated hereby or thereby, including the payment of the principal of and interest on the Term Loan or the payment of the other Obligations.

ARTICLE VI

COVENANTS

Section 6.01. Affirmative Covenants of the Borrower. The Borrower will do the following so long as any Obligations remain outstanding under this Agreement or the Note, unless the Lender otherwise consents in writing:

(a) *Further Assurances; Maintenance of Existence.* The Borrower shall execute, acknowledge where appropriate, and deliver, and cause to be executed, acknowledged where appropriate, and delivered, from time to time promptly at the request of the Lender, all such instruments and documents as in the reasonable judgment of the Lender are necessary to comply with this Agreement, the Ordinance and the Note. The Borrower shall maintain its existence as a home rule unit of local government organized and existing under the Constitution and laws of the State of Illinois.

(b) *Information.* The Borrower will furnish, or cause to be furnished, to the Lender, as soon as available, the following documents:

(i) within two hundred ten (210) days after the close of each of its fiscal years, the audited financial statements of the Borrower certified by independent certified public accountants covering the operations of the Borrower for such fiscal year and containing balance sheets, statements of revenues, expenses and changes in net position and statements of cash flows of the Borrower for such fiscal year, all prepared in accordance with GAAP, which the Borrower shall deliver to the Lender or ensure that they have been posted electronically on a website that the Lender has access to;

(ii) within thirty (30) days after the approval thereof, the annual budget of the Borrower, which the Borrower shall deliver to the Lender or ensure that such information has been posted electronically on a website that the Lender has access to;

(iii) within ten (10) Business Days of the Lender's written request, a certificate stating that no Default or Event of Default has occurred which was continuing at the end of such fiscal year and on the date of such certificate or, if a Default or Event of Default has occurred and is continuing, a certificate indicating the nature of such event and the action which the Borrower proposes to take with respect thereto; and

(iv) from time to time, with reasonable promptness, such additional information regarding the financial condition of the Borrower as the Lender may reasonably request in writing.

(c) *Book and Records; Inspection of Records.* The Borrower shall keep adequate records and books of account in which complete entries will be made reflecting all material financial transactions of the Borrower. Upon the reasonable request of the Lender and during normal business hours, the Borrower will give the Lender, or any attorney-in-fact or counsel therefor, access to and permission to examine, copy or make excerpts from any and all books, records and documents under control of the Borrower Comptroller relating to the financial condition of the Borrower and, to the extent permitted by applicable law, visit the properties of the Borrower and to discuss the affairs, finances and accounts of the Borrower with any of the Borrower's officers, trustees and independent auditors (and by this provision the Borrower authorizes said auditors to discuss with the Lender and its agents and representatives the affairs, finances and accounts of the Borrower).

(d) *Compliance with Laws.* The Borrower shall comply in all material respects with all laws, ordinances, investment policies, orders, rules and regulations that may be applicable to it if the failure to comply would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this Agreement and the Note.

(e) *Notices.* The Borrower shall promptly furnish, or cause to be furnished, to the Lender (i) notice of the occurrence of any Event of Default or Default as defined herein, (ii) notice of any litigation or administrative proceeding which, if adversely determined, would materially adversely affect the ability of the Borrower to pay its obligations under this Agreement or under any of the Loan Documents to which it is a party, (iii) a copy of any reportable event notice (as described in paragraph b(5)(i)(C) of Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12)), disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements (delivery of notice of any such event shall be deemed satisfied if notice has been filed with EMMA and is publicly available), (iv) notice of any change in the Borrower's Ratings within ten (10) days of such change taking effect, (v) notice of any other event or condition which could reasonably be

expected to result in a Material Adverse Effect, and (vi) such further financial and other information with respect to the Borrower and its affairs as the Lender may reasonably request from time to time.

(f) *Maintenance of Approvals; Filings, Etc.* The Borrower shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations that may be necessary under any applicable law or regulation (i) for its execution and delivery of this Agreement and the Note and (ii) with respect to the Ordinance to the extent that failure to do so would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this agreement, the Note or the Ordinance, the Borrower's ability to pay when due its Obligations under this Agreement or the Note.

(g) *Use of Proceeds.* The Borrower agrees to use the proceeds of the Term Loan for **[the necessary expenses incurred for certain storm water management projects]**.

(h) *Ratings.* The Borrower shall, at all times, cause to be maintained a long-term unenhanced rating on its General Obligation Debt by at least one Rating Agency.

(i) *Compliance with Ordinance.* From and after the date hereof and so long as this Agreement is in effect, except to the extent compliance in any case or cases is waived in writing by the Lender, the Borrower agrees that it will, for the benefit of the Lender, comply with in all material respects abide by all material obligations and undertakings contained in the Ordinance. No amendment or waiver of the Ordinance with respect to the foregoing provisions shall be effective as to this Agreement unless and until specifically agreed to in writing by the Lender with reference to this Agreement.

(j) *Budget and Appropriation.* The Borrower shall cause the appropriate official(s) to take any and all ministerial actions that may be necessary to facilitate the payment of the principal of and interest on the Term Loan and the payment of all other Obligations and to include the principal of and interest on the Term Loan and the payment of all other Obligations in the annual budget of the Borrower (including any necessary appropriations related thereto).

(k) *Covenant to Levy.* The Borrower agrees that if it determines that it will be, or is unable to, make any payment of principal of or interest on any Term Loan, the Borrower will take all necessary action to adopt and put in place a levy on all taxable Property in the Village of Orland Park in an amount sufficient to pay all Obligations hereunder as promptly as possible after such Obligations are due.

(l) *No Impairment.* The Borrower will not take any action under the Ordinance or any Loan Document which would materially adversely affect the rights, remedies or security of the Lender with respect to this Agreement or any other Loan Document or which would be reasonably likely to result in a Material Adverse Effect.

(m) *Maintenance of Tax-Exempt Status of Interest.* The Borrower will not take any action or omit to take any action, which, if taken or omitted, would adversely affect the exclusion of interest on the any Term Loan from gross income for purposes of federal income taxation.

(n) *Other Agreements.* In the event that the Borrower shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement which such Bank Agreement provides such Person with different or more restrictive covenants, different or additional events of default and/or greater rights and remedies than are provided to the Lender in this Agreement, the Borrower shall provide the Lender with a copy of each such Bank Agreement and such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies as if specifically set forth herein. The Borrower shall promptly enter into an amendment to this Agreement to include different or more restrictive covenants, different or additional events of default and/or greater rights and remedies; *provided* that the Lender shall have and maintain the benefit of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies even if the Borrower fails to provide such amendment.

(o) *Sovereign Immunity.* To the fullest extent permitted by law, the Borrower will not assert any immunity it may have as a public entity under the laws of the State from lawsuits with respect to the Term Loan, the other Obligations, this Agreement or the Note.

ARTICLE VII

DEFAULTS

Section 7.01. Events of Default and Remedies. If any of the following events occur, each such event shall be an “*Event of Default*”:

(a) the Borrower fails to pay, or cause to be paid, when due, (i) any amount of principal or interest on the Term Loan or (ii) any other Obligation owing to the Lender hereunder and such failure continues for a period of seven (7) Business Days;

(b) any representation, warranty or statement made by or on behalf of the Borrower herein or in any certificate delivered pursuant hereto or thereto proves to be untrue in any material respect on the date as of which made or deemed made; or the documents, certificates or statements of the Borrower (including unaudited financial reports, budgets, projections and cash flows of the Borrower) furnished to the Lender by or on behalf of the Borrower in connection with the transactions contemplated hereby are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made;

(c) (i) the Borrower fails to perform or observe any term, covenant or agreement contained in Section 6.01(b)(iii), 6.01(c), 6.01(e)(i), 6.01(g), 6.01(h) or 6.01(i) hereof; or (ii) the Borrower fails to perform or observe any other term, covenant or agreement contained in this Agreement (other than those referred to in Sections 7.01(c)(i)) and remains uncured for thirty (30) days after the earlier of (i) the delivery by the Lender to the Borrower of the occurrence thereof, or (ii) actual knowledge by representatives of the Borrower of the occurrence thereof;

(d) the Borrower defaults in any payment of principal of or premium, if any, or interest on any of its General Obligation Debt and such default continues beyond the expiration of the applicable grace period, if any, or the Borrower fails to perform any other agreement, term or condition contained in any agreement under which any such General Obligation Debt is created, issued or secured;

(e) any material provision of this Agreement, the Note or the Ordinance at any time for any reason ceases to be valid and binding on the Borrower or any other party thereto or is declared to be null and void, or the validity or enforceability thereof is contested in writing by an Authorized Officer of the Borrower or such other party thereto or by any Governmental Authority having jurisdiction, or the Borrower or such other party denies in writing that it has any or further liability or obligation under any such document and the occurrence of any such event would have a Material Adverse Effect on the Borrower's ability to pay its obligations under this Agreement;

(f) any provision of this Agreement, the Note or the Ordinance relating to the Borrower's ability to pay the Obligations or perform its obligations hereunder or the rights and remedies of the Lender, or any material provision thereof ceases to be in full force or effect, or an Authorized Officer of the Borrower denies or disaffirms the Borrower's obligations under the Agreement, the Note or the Ordinance;

(g) one or more final, unappealable judgments against the Borrower, or attachments against the property of the Borrower, the operation or result of which, individually or in the aggregate, equals or exceeds \$5,000,000 remains unpaid, undischarged, unbonded or undismissed for a period of sixty (60) days;

(h) (i) a debt moratorium, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest relating to any General Obligation Debt of the Borrower; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the Borrower seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; (iii) the Borrower seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the Borrower's property, or the Borrower makes a general assignment for the benefit of its creditors; (iv) there is commenced against the Borrower any case, proceeding or other action of a nature referred to in clause (ii) above which (A) results in an order for such relief or in the

appointment of a receiver or similar official or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; (v) there is commenced against the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days after the entry thereof; (vi) the Borrower takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv) or (v) above; or (vii) the Borrower generally does not, or is unable to, or admits in writing its inability to, pay its debts as they become due; or

(i) any of Fitch, Moody's or S&P downgrades its long-term unenhanced rating of any General Obligation Debt of the Borrower to below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent), respectively, or suspends or withdraws for credit related reasons its rating of the same, and such action continues for thirty (30) days after the occurrence thereof.

Section 7.02. Remedies. If any Event of Default occurs and is continuing, the Lender may take any or all of the following actions:

(a) declare the commitment of the Lender to make the Term Loan to be terminated, whereupon the Term Loan Commitment and obligation will be terminated;

(b) declare the unpaid principal amount of the Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under the Note to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise all rights and remedies available to the Lender under this Agreement or the Note.

provided, however, that upon the occurrence of a Default or an Event of Default under Section 7.01(h) hereof, the obligation of the Lender to make the Term Loan automatically terminates, and the unpaid principal amount of the Term Loan and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Lender.

(d) Notwithstanding the provisions of Section 7.02(b), the Lender shall not cause an acceleration of the Term Loan as described in Section 7.02(b) until seven (7) days after the occurrence of an Event of Default specified in Section 7.01(a), 7.01(d), 7.01(e), 7.01(f), or 7.01(i) and (y) the Lender shall notify the Borrower of an acceleration at least ninety (90) days prior thereto in the case of any Event of Default under Section 7.01(b), (c) or (g). Notwithstanding the foregoing sentence of this Section 7.02(d), if any other lender, holder or credit enhancer of Debt or any counterparty under any Swap Contract related thereto causes any such Debt or other obligations of the Borrower to become immediately due and payable, the Lender may immediately, without

notice, avail itself of the remedies set forth in Section 7.02(b) hereof and/or declare or cause to be declared the unpaid principal amount of the Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or the Note, and no consent to any departure by the Borrower therefrom, will be effective unless in writing signed by the Lender and the Borrower, and each such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to will be deemed to be cured and not continuing, but no such waiver or consent will extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

Section 8.02. Notices; Effectiveness; Electronic Communication. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, if to the Borrower or the Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 8.02. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, will be deemed to have been given when received; notices and other communications sent by facsimile will be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, will be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, will be effective as provided in such subsection (c).

(b) *Electronic Communications.* Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender.

(c) *Receipt Notices.* Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the

website address therefor; *provided* that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication will be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(d) *Absence of Liability.* In no event shall the Lender or any of its Related Parties have any liability to the Borrower or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Lender's transmission of materials through the Internet.

(e) *Change of Address, Etc.* Each of the Borrower and the Lender may change its address, facsimile or telephone number for notices and other communications hereunder by written notice (including email) to the other parties hereto.

(f) *Reliance by the Lender.* The Lender is entitled to rely and act upon any notices (including telephonic or electronic notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Lender and the Related Parties of the Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Lender may be recorded by the Lender, and each of the parties hereto hereby consents to such recording.

Section 8.03. No Waiver; Cumulative Remedies; Enforcement. No failure by the Lender to exercise, and no delay by the Lender in exercising, any right, remedy, power or privilege hereunder or under, the Note or the Ordinance will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under the Note and the Ordinance, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 8.04. Costs and Expenses; Damage Waiver. (a) The Borrower shall pay (i) promptly after closing and upon receipt of an invoice, all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the Note or any amendments, modifications or waivers of the provisions hereof or thereof, and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), and shall pay all fees and time charges for attorneys who may be employees of the Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement, the Note and the Ordinance, including its rights under this Section, or (B) in connection with the Term Loan made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Term Loan.

(b) *Indemnification by the Borrower.* To the extent permitted by law, the Borrower shall indemnify the Lender (and any sub-agent thereof) (each such Person being called an “*Indemnatee*”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnatee), and shall indemnify and hold harmless each Indemnatee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any Person (including the Borrower) other than such Indemnatee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the Note, the Ordinance or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Lender (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement, the Note and the Ordinance (including in respect of any matters addressed in Section 3.01), (ii) the Term Loan or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnatee is a party thereto; *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee or (y) result from a claim brought by the Borrower or any other party against an Indemnatee for breach in bad faith of such Indemnatee’s obligations hereunder, under the Note or the Ordinance, if the Borrower or other party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Without limiting the provisions of Section 3.01(c), this Section 8.04(b) will not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person will have, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, the Note, the Ordinance or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Term Loan or the use of the proceeds thereof. No Indemnatee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnatee through telecommunications, electronic or other information transmission systems in connection with this Agreement, the Note or the Ordinance or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnatee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) *Payments.* All amounts due under this Section shall be payable not later than sixty (60) days after demand therefor.

(e) *Survival.* The agreements in this Section survive the termination of this Agreement and the repayment, satisfaction or discharge of all the other Obligations.

Section 8.05. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Lender and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made.

Section 8.06. Successors and Assigns; Participations.

(a) *Successors and Assigns Generally.* The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Nothing in this Agreement, expressed or implied, will be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (b) of this Section and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Participations.* The Lender shall have the right to grant participations in all or a portion of the Lender's rights and/or obligations under this Agreement (including the Term Loan owing to it) to one or more other banking institutions (each such person a "*Participant*"), and such Participants shall be entitled to the benefits of this Agreement, including, without limitation, Sections 3.01 and 3.02 hereof, to the same extent as if they were a direct party hereto; *provided* that (i) the Lender's obligations under this Agreement shall remain unchanged, (ii) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement, and *provided further* that no such Participant shall be entitled to receive payment hereunder of any amount greater than the amount which would have been payable had the Lender not granted a participation to such Participant. Upon the grant of a participation of the Lender's rights and/or obligations under this Agreement, the Lender will promptly notify the Borrower of the Participant and the proportionate amount granted under such participation.

(c) *Certain Pledges.* The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

Section 8.07. Treatment of Certain Information; Confidentiality. Each of the Borrower and the Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under the Note or any action or proceeding relating to this Agreement or the Note or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Lender or any of its Affiliates on a nonconfidential basis from a source other than the Borrower. For purposes of this Section, “*Information*” means all information received from the Borrower relating to the Borrower or any of their respective businesses, other than any such information that is available to the Lender on a nonconfidential basis prior to disclosure by the Borrower, *provided* that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. The Lender acknowledges that (a) the Information may include material non-public information concerning the Borrower, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information.

Section 8.08. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all of which when taken together constitutes a single contract. This Agreement, the Ordinance and the Note constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement is effective when executed by the Lender and when the Lender receives counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (*e.g.*, “*pdf*” or “*tif*”) will be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.09. Survival of Representations and Warranties. All representations and warranties made hereunder and in the Ordinance or any other document delivered pursuant

hereto or thereto or in connection herewith or therewith survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of the Borrowing, and shall continue in full force and effect as long as the Term Loan or any other Obligation hereunder remain unpaid or unsatisfied.

Section 8.10. Severability. If any provision of this Agreement, the Note or the Ordinance is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement, the Note and the Ordinance shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.11. Governing Law; Jurisdiction Etc. (a) *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT THE LENDER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) *SUBMISSION TO JURISDICTION.* EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS SITTING IN COOK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT, THE NOTE OR THE ORDINANCE SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE NOTE OR THE ORDINANCE AGAINST BORROWER OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) To the fullest extent permitted by law, the Borrower represents that it is subject to suit with respect to its Obligations under this Agreement and the Note and that no sovereign

immunity exists under Illinois law, as of the date that this Agreement is executed and delivered by the Borrower, with respect to the Borrower's contractual obligations under this Agreement and the Note. Notwithstanding any other provision of this Agreement, (i) in accordance with the laws of the State of Illinois, the Borrower shall not waive any sovereign immunities from time to time available under the laws of the State of Illinois as to jurisdiction, procedures and remedies, (ii) subject to clause (i) above, this Agreement and the Note will otherwise be fully enforceable as a valid and binding contract as and to the extent provided by applicable law and, the Borrower may not claim sovereign immunity with respect to any Obligations under this Agreement or the Note; and (iii) nothing in this Agreement or the Note is deemed to create any rights of action for persons or entities not a party to this Agreement or the Note or to circumvent any of the immunities contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.

Section 8.12. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE OR THE ORDINANCE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.13. No Advisory or Fiduciary Relationship. The Borrower acknowledges and agrees that its dealing with the Lender are solely in the nature of a debtor/creditor relationship and that in no event will the Lender be considered to be a partner or joint venturer of the Borrower. Also, the Borrower represents and warrants that it has independently evaluated the business transaction and has not relied upon, nor will it rely upon, the expertise, advice or other comments or statements of the Lender (including agents of the Lender), if any, in deciding to pursue such undertaking. As the Borrower is experienced in business, in no event shall the Lender owe any fiduciary or similar obligations to it in connection with the subject transaction.

Section 8.14. Electronic Execution of Certain Documents. The words "execute," "execution," "signed," "signature," and words of like import in any in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.15. USA Patriot Act. The Lender is subject to the Patriot Act and hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain,

verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act. The Borrower shall, promptly following a request by the Lender, provide all documentation and other information that the Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.16. Time of the Essence. Time is of the essence of this Agreement, the Note and the Ordinance.

Section 8.17. Entire Agreement. **THIS AGREEMENT, THE NOTE AND THE ORDINANCE REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

Section 8.18. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: _____
Title: _____

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____

SCHEDULE 2.01

AMORTIZATION SCHEDULE

SCHEDULE 8.02

**LENDER'S LENDING OFFICE,
CERTAIN ADDRESSES FOR NOTICES**

BORROWER:

Village of Orland Park, Illinois
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Attention: Annmarie Mampe
Telephone: (708) 403-6199
Telecopy: (708) 406-9212
Electronic Mail: amampe@orlandpark.org

***Borrower's Account
(for loan proceeds):***

BMO Harris Bank N.A.
ABA #: 071000288
Account #: 435-645-7
Account Name: Depository Account

BMO HARRIS BANK N.A., AS LENDER:

with respect to notices other loan administration matters:

BMO Harris Bank N.A.
111 West Monroe Street, Suite 5E
Chicago, Illinois 60603
Attention: Hank Gay
Telephone: (312) 461-2439
Electronic Mail: Hank.Gay@BMO.com

with respect to loan administration (borrowing, paydown, interest, fees, rate setting):

BMO Harris Bank N.A.
Corporate and Commercial Lending Operations (CCLO)
115 South LaSalle Street, 23 West
Chicago, Illinois 60603
Attention: Jimmy Chin
Telephone: (312) 4612877
Electronic Mail: Jimmy.Chin@BMO.com

EXHIBIT A

FORM OF NOTE

\$3,420,000

_____, 2017

FOR VALUE RECEIVED, the undersigned VILLAGE OF ORLAND PARK, ILLINOIS (the “*Borrower*”), hereby promises to pay to BMO HARRIS BANK N.A. or registered assigns (the “*Lender*”), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Term Loan made by the Lender to the Borrower under that certain Term Loan Agreement dated as of _____, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “*Agreement*,” the terms defined therein being used herein as therein defined), between the Borrower and the Lender.

The Borrower promises to pay interest on the unpaid principal amount of the Term Loan from the date of the Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds as set forth in the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount will bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Term Loan made by the Lender will be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Term Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: _____
Title: _____

TERM LOAN AND PAYMENTS WITH RESPECT THERETO

| DATE | AMOUNT OF LOAN MADE | AMOUNT OF PRINCIPAL OR INTEREST PAID THIS DATE | OUTSTANDING PRINCIPAL BALANCE THIS DATE | NOTATION MADE BY |
|-------|------------------------|---|---|---------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
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| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: _____, _____

To: BMO Harris Bank N.A., as Lender

Ladies and Gentlemen:

Reference is made to that certain Term Loan Agreement dated as of _____, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Agreement*;" the terms defined therein being used herein as therein defined), between the Village of Orland Park, Illinois (the "*Borrower*"), and BMO Harris Bank N.A. (the "*Lender*").

The undersigned Authorized Officer hereby certifies as of the date hereof that he/she is the _____ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Lender on the behalf of the Borrower, and that:

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.01(b)(i) of the Agreement for the fiscal year of the Borrower ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower during the accounting period covered by the attached financial statements.

3. A review of the activities of the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower performed and observed all its Obligations under the Agreement and the Note, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the Borrower performed and observed each covenant and condition of the Agreement, the Note and the Ordinance applicable to it, and no Default has occurred and is continuing.]

--or--

[the following covenants or conditions have not been performed or observed and the following is a list of each such Default and its nature and status:]

4. The representations and warranties of the Borrower contained in Article V of the Agreement, and/or any representations and warranties of the Borrower that are contained in any document furnished at any time under or in connection with the Agreement, the Note and the Ordinance, are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Compliance Certificate, the representations and warranties contained in Section 5.09 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (b)(i) and (b)(ii), respectively, of Section 6.01(b) of the Agreement, including the statements in connection with which this Compliance Certificate is delivered.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____,
_____.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: _____
Title: _____

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, held in the Board Room at Frederick T. Owens Village Hall, 14700 South Ravinia Avenue, in said Village, at 7:00 p.m., on the 17th day of July, 2017.

* * *

The President called the meeting to order and directed the President and Board of Trustees to call the roll.

Upon the roll being called, the following Trustees answered present: _____

_____.

The following Trustees were allowed by a majority of the President and Board of Trustees in accordance with and to the extent allowed by the rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____
_____.

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____.

The President announced that the next item of business before the President and Board of Trustees was the consideration of an ordinance providing for (i) an amendment to an existing Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note to pay the costs of necessary capital expenditures for road construction projects and open space land purchase and improvement projects, (ii) an amendment to an existing Non-Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note to pay the costs of necessary capital expenditures for storm water management projects, (iii) the delivery of Promissory Notes and the related Term Loan Agreements to pay the outstanding balances on the agreements referenced in

(i) and (ii), (iv) the security and payment of such notes and (v) the execution and delivery of the amendments and loan agreements related thereto.

Whereupon _____ presented and explained, and there was incorporated into the record in full the following Ordinance:

AN ORDINANCE providing for the amendment of the outstanding Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures for road construction projects and open space land purchase and improvement projects and the issuance of a not to exceed \$5,329,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, the amendment of the outstanding Non-Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures for storm water management projects, and the issuance of a not to exceed \$3,420,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

(the "*Ordinance*").

Trustee _____ moved and Trustee _____ seconded the motion that the Ordinance as presented be adopted.

A President and Board of Trustees discussion of the matter followed. During the President and Board of Trustees discussion, the President gave a public recital of the nature of the matter, which included a reading of the title of the Ordinance and statements that (1) the Ordinance provided for the amendment of the outstanding Revolving and Non-Revolving Lines of Credit of the Village to reduce the maximum borrowing authority thereunder, to extend the expiration of said credit and, with respect to the revolving line of credit, to modify the authorized purposes for which said funds may be used to include open space land purchase and improvements, (2) the Ordinance provides for the issuance of promissory notes pursuant to term loan agreements for the purpose of paying the outstanding balance on said lines of credit, (3) the line of credit notes and the term loan notes are issuable without referendum pursuant to the home rule powers of the Village, (4) the Ordinance provides for security for the line of credit notes and

the term loan notes, and (5) the Ordinance provides many details for the line of credit notes and the term loan notes, including provision for terms and form of the line of credit notes and the term loan notes, and appropriations. The President directed that the roll be called for a vote upon the motion to adopt the Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____ and the following Trustees voted NAY: _____ .

Whereupon the President declared the motion carried and the Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the President and Board of Trustees to record the same in full in the records of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting was adjourned.

Village Clerk

AN ORDINANCE providing for the amendment of the outstanding Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures for road construction projects and open space land purchase and improvement projects and the issuance of a not to exceed \$5,329,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, the amendment of the outstanding Non-Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures for storm water management projects, and the issuance of a not to exceed \$3,420,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

Adopted by the President and Board
of Trustees on the 17th day of
July, 2017.

Published in Pamphlet Form by
authority of the President and Board
of Trustees on the ____ day of July,
2017.

AN ORDINANCE providing for the amendment of the outstanding Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures for road construction projects and open space land purchase and improvement projects and the issuance of a not to exceed \$5,329,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, the amendment of the outstanding Non-Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures for storm water management projects, and the issuance of a not to exceed \$3,420,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

• PREAMBLES •

WHEREAS:

A. The Village of Orland Park, Cook and Will Counties, Illinois (the "*Village*"), is a duly organized municipality under the laws of the State of Illinois, operating generally under the Illinois Municipal Code, as amended; by virtue of its population, is a home rule unit pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, and as a home rule unit, the Village may exercise any power or perform any function pertaining to its government and affairs (its "*Home Rule Powers*"), including, but not limited to, the power to tax and to incur debt (the Illinois Municipal Code as supplemented and, where in conflict, superseded by the Home Rule Powers being the "*Act*").

B. Pursuant to the provisions of the Act, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The President and Board of Trustees of the Village (the "*Village Board*") has considered the needs of the Village and its residents and has determined and does hereby determine that it is desirable and in the best interests of the Village to continue to pay the costs of (i) necessary capital expenditures for certain road reconstruction improvements in and for the Village (the "*Prior Necessary Road Expenditures*"), and (ii) necessary capital expenditures for certain storm water management improvements in and for the Village (the "*Necessary Storm Water Expenditures*").

D. At the general election held on November 7, 2000, the voters of the Village did consider, and a majority of votes were cast in favor of, a proposition as follows (the "*Open Space Referendum*"): "Should the Village of Orland Park issue general obligation bonds in an amount not to exceed Twenty Million (\$20,000,000) Dollars to purchase and maintain land for open space."

E. The Village Board has considered the needs of the Village and its residents and has determined and does hereby determine that it is desirable and in the best interests of the Village that, pursuant to the Home Rule Powers of the Village, and for the purpose of implementing the will of the voters with respect to the Open Space Referendum, the Village pay the costs of necessary capital expenditures with respect to purchasing and/or improving open space in and for the Village (the "*Additional Necessary Open Space Expenditures*" and, together with the Prior Necessary Road Expenditures, the "*Necessary Road/Open Space Expenditures*").

F. The estimated remaining cost of the Necessary Road/Open Space Expenditures is not less than \$4,000,000 and the estimated remaining cost of the Necessary Storm Water Expenditures is not less than \$6,500,000.

G. The Village has previously issued on August 12, 2015, and there is currently outstanding, the Village's Revolving Tax-Exempt General Obligation Line of Credit Note,

pursuant to a Revolving Credit Agreement between the Village and BMO Harris Bank N.A. (the “Bank”), dated August 12, 2015 (the “*Prior RLOC Agreement*”), in the maximum principal amount of \$10,000,000, with a final maturity date of August 12, 2017 (the “*RLOC Note*”) established to pay the costs of the Prior Necessary Road Expenditures, and that, as of the date hereof, the principal amount drawn on the RLOC Note and currently outstanding is approximately \$5,329,000 (the “*RLOC Note Balance*”)

H. The Village has previously issued on August 12, 2015, and there is currently outstanding, the Village’s Non-Revolving Tax-Exempt General Obligation Line of Credit Note pursuant to a Credit Agreement between the Village and the Bank, dated August 12, 2015 (the “*Prior NRLOC Agreement*” and, together with the Prior RLOC Agreement, the “*Prior Agreements*”), in the maximum principal amount of \$10,000,000, with a final maturity date of August 12, 2017 (the “*NRLOC Note*”) established to pay the cost of the Necessary Storm Water Expenditures, and that, as of the date hereof, the principal amount drawn on the NRLOC Note and currently outstanding is approximately \$3,420,000 (the “*NRLOC Note Balance*”).

I. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the maximum principal amount of the RLOC Note be decreased to \$4,000,000, that the final maturity of the RLOC Note be extended and that the purpose for which the proceeds of the RLOC Note be modified to include the Additional Necessary Open Space Expenditures.

J. The Village Board hereby further expressly determines that it is advisable, necessary and in the best interests of the Village that the Village authorize the execution and delivery of a First Amendment to the Prior RLOC Agreement, between the Village and the Bank (the “*RLOC Amendment*” and the Prior RLOC Agreement as so amended, the “*RLOC Agreement*”) to pay the Necessary Road/Open Space Expenditures, and to authorize an Amended

and Restated Revolving Tax-Exempt General Obligation Line of Credit Note (the “*Amended RLOC Note*”) to evidence the obligation to repay the principal of and interest on amounts drawn by the Village under the RLOC Agreement.

K. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the maximum principal amount of the NRLOC Note be decreased to \$6,500,000 and that the final maturity of the NRLOC Note be extended.

L. The Village Board hereby further expressly determines that it is advisable, necessary and in the best interests of the Village that the Village authorize the execution and delivery of a First Amendment to the Prior NRLOC Agreement, between the Village and the Bank (the “*NRLOC Amendment*” and, together with the RLOC Amendment, the “*Amendments*,” and the Prior NRLOC Agreement as so amended, the “*NRLOC Agreement*” and, together with the RLOC Agreement, the “*Agreements*”) to pay the Necessary Storm Water Expenditures, and to authorize an Amended and Restated Non-Revolving Tax-Exempt General Obligation Line of Credit Note (the “*Amended NRLOC Note*”) to evidence the obligation to repay the principal of and interest on amounts drawn by the village under the NRLOC Agreement.

M. Pursuant to the Prior RLOC Agreement, the RLOC Note Balance may be converted to a term loan.

N. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the RLOC Note Balance be converted into a term loan pursuant to the Prior RLOC Agreement (the “*RLOC Term Loan*”), and that, in connection therewith, it is in the best interests of the Village to enter into a Term Loan Agreement between the Village and the Bank setting forth in detail the provisions of the RLOC Term Loan (the “*RLOC Term Loan Agreement*”).

O. The Village Board hereby expressly determines that it is in the best interests of the inhabitants of the Village to authorize the issuance of a Promissory Note to evidence the obligation to repay the principal of and interest on amounts drawn from time to time under the RLOC Term Loan Agreement (the “*RLOC Term Loan Note*”).

P. Pursuant to the Prior NRLOC Agreement, the NRLOC Note Balance may be converted to a term loan.

Q. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the NRLOC Note Balance be converted into a term loan pursuant to the Prior NRLOC Agreement (the “*NRLOC Term Loan*” and, together with the RLOC Term Loan, the “*Term Loans*”), and that, in connection therewith, it is in the best interests of the Village to enter into a Term Loan Agreement between the Village and the Bank setting forth in detail the provisions of the NRLOC Term Loan (the “*NRLOC Term Loan Agreement*” and, together with the RLOC Term Loan Agreement, the “*Term Loan Agreements*”).

R. The Village Board hereby expressly determines that it is in the best interests of the inhabitants of the Village to authorize the issuance of a Promissory Note to evidence the obligation to repay the principal of and interest on amounts drawn from time to time under the NRLOC Term Loan Agreement (the “*NRLOC Term Loan Note*” and, together with the RLOC Term Loan Note, the “*Term Loan Notes*”).

S. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the transactions contemplated by these preambles be completed by the Village, and that the designated officials of the Village be empowered to execute all documents and agreements as necessary to effectuate such transactions.

T. To such end it is hereby deemed advisable and necessary that the Village Board now adopts this Ordinance so to specify, determine and authorize.

NOW THEREFORE Be It and It Is Hereby Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles.

Act
Additional Necessary Open Space Expenditures
Agreements
Amended NRLOC Note
Amended RLOC Note
Amendments
Bank
Home Rule Powers
Necessary Road/Open Space Expenditures
Necessary Storm Water Expenditures
NRLOC Agreement
NRLOC Amendment
NRLOC Note
NRLOC Note Balance
NRLOC Term Loan
NRLOC Term Loan Agreement
NRLOC Term Loan Note
Open Space Referendum
Prior Agreements
Prior Necessary Road Expenditures
Prior NRLOC Agreement
Prior RLOC Agreement
RLOC Agreement
RLOC Amendment
RLOC Note
RLOC Note Balance

RLOC Term Loan
RLOC Term Loan Agreement
RLOC Term Loan Note
Term Loan Agreements
Term Loans
Village
Village Board

B. The following words and terms are defined as set forth.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Designated Officer*” means the President, Village Manager, Village Finance Director/Treasurer or any other officer or employee of the Village so designated by a written instrument signed by the President or the Village Treasurer.

“*Face Amount*” means the authorized maximum amount of each of the Notes, as stated on its face.

“*Maturity Date*” means the date on which the principal of each Note is due and owing under the respective Note and the corresponding Agreement.

“*Note Register*” means the books of the Village kept by the Note Registrar to evidence the registration and transfer of the Notes.

“*Note Registrar*” means the Village Treasurer.

“*Notes*” means the Amended NRLOC Note and the Amended RLOC Note.

“*Ordinance*” means this Ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

“*Original Ordinance*” means the Ordinance of the Village Board adopted on July 27, 2015, authorizing the execution and delivery of the RLOC Note, the NRLOC Note, the Prior RLOC Agreement and the Prior NRLOC Agreement in their original forms.

“*Paying Agent*” means the Village Treasurer.

“*Regular Record Date*” means the day immediately prior to any interest payment date on the Note.

“*Tax-exempt*” means, with respect to the Notes, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

“*Taxable*” means, with respect to the Notes, the status of interest paid and received thereon as includible in the gross income of the owners thereof under the Code for federal income tax purposes.

Section 2. Findings. The Village Board hereby finds and determines that (a) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (b) this Ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; (c) it is necessary and in the best interests of the Village that the Village adopt this Ordinance; (d) it is necessary and in the best interests of the Village that the Amendments be executed so as to continue to pay the costs of the Necessary Road/Open Space Expenditures and the Necessary Storm Water Expenditures; (e) it is necessary and in the best interests of the Village that the NRLOC Note Balance and the RLOC Note Balance be converted into term loans; and (f) the execution of the Amendments and the Term Loan Agreements, the borrowing of money for the purposes authorized therein and the amendment, execution and delivery of the Notes and the Term Loan Notes is for a proper public purpose and is in the public interest.

Section 3. Execution of the Amendments Authorized. The Village is hereby authorized to enter into the Amendments with the Bank in final forms to be negotiated with the Bank, *provided*, that such final forms shall be in substantially the forms set forth in Exhibits A and B hereto (with respect to the NRLOC Amendment and the RLOC Amendment, respectively), with such changes as the Designated Officer or Designated Officers executing the Amendments shall approve, his or her execution thereof to constitute approval of all terms set forth therein by the Village Board. Each of the President or the Village Treasurer be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the Amendments and the Notes by the Village Board, and the Village Clerk be, and hereby is, authorized, empowered and directed to attest the Amendments and the Notes in the name, for and on behalf of the Village, and thereupon to cause the Amendments to be delivered to the Bank. The Amendments (as executed) are entered into to provide for the continued loan of the proceeds of the respective Notes to the Village and the use of such proceeds as aforesaid and to pay the costs of amending the Notes, in the manner and with the effect therein provided. From and after the execution and delivery of the Amendments, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendments and the Notes as executed and each Designated Officer is hereby authorized to make requests for advances pursuant to the Agreements and the Notes; and the Agreements and the Notes shall constitute, and hereby are made, a part of this Ordinance, and copies of the Agreements and the Notes shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Board.

Section 4. Note Details. The Notes are hereby authorized to be amended and delivered as (i) with respect to the RLOC Note, a revolving line of credit note in the principal amount of \$4,000,000 and (ii) with respect to the NRLOC Note, a non-revolving line of credit note in the principal amount of \$6,500,000. The Notes shall continue to be dated when originally delivered under the Agreement (the “*Dated Date*”), and the amount of the Notes issued, being the sum of the amounts advanced under the respective Note, not in excess of the Face Amount, and, in the case of the RLOC Note, less in each case principal payments made from time to time thereon, shall be the “*Outstanding Principal Amount*” of the respective Note. The Outstanding Principal Amount of each Note from time to time outstanding shall bear interest at the rate set forth in the respective Note; *provided, however*, that in no event shall such rate exceed twenty percent (20%) per annum, with interest payable on such date or dates as provided in the respective Note, upon prepayment and on the Maturity Date. The Maturity Date shall be not later than ten years from the Dated Date of the respective Note.

The Notes shall continue to bear interest on the respective Outstanding Principal Amounts from time to time at the respective rates provided, in each case from the time advanced until duly paid or provided for, such interest being computed as provided in each respective Note.

Subject to the provisions of the Agreements and the Notes, the interest on and all payments of principal of the Note shall be payable in lawful money of the United States of America, or by electronic funds transfer of lawful money of the United States of America, upon presentation at the office of the Note Registrar; *provided, however*, that so long as a financial institution is the registered owner of a respective Note, then such payments shall be made by check or draft or electronic funds transfer or account transfer to the person in whose name the respective Note is registered as evidenced by the Note Register at the close of business on the applicable Regular Record Date, which payment shall be made in lawful money of the United

States of America and (if by check or draft) mailed to the address or (if by funds transfer) transferred to such account of such registered owner as it appears on the Note Register or at such other address or account as may be furnished in writing to the Note Registrar; *and provided, further,* that the final installment of principal of and interest on each Note shall be paid upon surrender in lawful money of the United States of America, at the principal office maintained for the purpose by the Paying Agent or its proper agent.

The ability of the Village to redeem or prepay the Notes and, with respect to the RLOC Note, the ability of the Village to repay the RLOC Note in whole or in part and draw upon it again during its term, are as described in the Amendments.

The Notes shall be substantially in the form attached to the respective Amendments and as approved by the President or the Village Treasurer, his or her execution thereof to constitute approval of all terms set forth therein by the Village Board, and shall have impressed or imprinted thereon the corporate seal of the Village and shall be attested by the manual signature of the Village Clerk, and in case any officer whose signature shall appear on either of the Notes shall cease to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The execution by the Village of the fully registered Notes, including the Notes as amended and restated, shall constitute full and due authorization of the Notes, and the Note Registrar shall thereby be authorized to authenticate, date and deliver the Notes, including the Notes as amended and restated. The person in whose name any of the Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Notes shall be made only to or upon the order of the registered

owner thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Notes to the extent of the sum or sums so paid.

The Note shall have thereon a certificate of authentication duly executed by the Note Registrar as authenticating agent of the Village and showing the date of authentication. The Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Notes shall be conclusive evidence that the Notes have been authenticated and delivered under this Ordinance.

Section 5. Amendment and Delivery of the Notes. The Notes hereby authorized and as authorized in the Original Ordinance shall be amended, executed and delivered as herein and therein provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to the Bank; the modifications to the Prior Agreements and the notes issued thereunder as evidenced by the Amendments are in all respects ratified, approved and confirmed, it being hereby found and determined that the Amendments and the Notes are in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Amendments.

Any Designated Officer and such other officers and officials of the Village as may be necessary are hereby authorized to execute such other documents as may be necessary to implement the Amendments and the transactions contemplated thereby and to effect the amendment and delivery of the Notes, and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or

deletions as such officers may determine, with no further official action of or direction by the Village Board.

Section 6. Security and Payment with Respect to the Agreements and the Notes. The security for the payment of the obligations of the Village under each Note is and shall continue to be as follows: (a) the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the Notes promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity and to pay all other obligations under the Agreements, and (b) all of the taxable property within the Village is subject to a direct annual tax, without limit as to rate or amount; *provided, however,* that (i) a separate tax for the Notes need not be levied for so long as there is no default in payment of any obligation on either Note or either Agreement unless so determined by the Village Board in its discretion and (ii) following a default in payment of any obligation on a Note or either Agreement a separate tax levy shall be placed on file with the County Clerks of Cook and Will Counties, Illinois (the “*County Clerks*”), no later than the last day permitted for such filings during the then current tax levy year in an amount sufficient to pay all amounts due and payable under the Notes and the Agreements during such year.

The Village covenants and agrees with the Bank that so long as the Notes remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the Notes or the ability of the Village to levy and collect taxes, if necessary, to pay its obligations under the Notes and the Agreements.

Section 7. Use of Note Proceeds, General Fund. Note proceeds and other funds of the Village as noted shall continue to be and are hereby appropriated as follows: The drawdown of the principal proceeds of the RLOC Note shall be set aside in a separate fund heretofore created and designated as the “*Capital Improvements Fund,*” or, with respect to draws or

portions thereof related to the Additional Necessary Open Space Expenditures, shall be set aside in a separate fund heretofore created and designated as the “*Bond Projects Fund*” and be used to pay the Necessary Road/Open Space Expenditures when due, including costs of issuance of the RLOC Note, and interest on or principal of the RLOC Note and any obligations under the RLOC Agreement at any time there are insufficient funds from other sources to pay the same. The drawdown of the principal proceeds of the NRLOC Note shall be set aside in a separate fund heretofore created and designated as the “*Waterworks and Sewerage Fund*,” and be used to pay the Necessary Storm Water Expenditures when due, including costs of issuance of the NRLOC Note, and interest on or principal of the NRLOC Note and any obligations under the NRLOC Agreement at any time there are insufficient funds from other sources to pay the same. The Village Treasurer shall keep a complete and accurate record of the expenditure of the proceeds of each Note, including the dates of each draw on each Note, the dates the amount of such draw were expended, the purposes of such expenditures by budget item and further detail, including to whom the payment was made, and the useful life of any capital asset for which payment is made. Further, if repayments are made on either Note from time to time, the Treasurer shall at the time of such prepayment allocate the same to an expenditure as previously made and shall keep a record of such allocations.

Section 8. Execution of the Term Loan Agreements. The Village is hereby authorized to enter into the Term Loan Agreements with the Bank, each in substantially the form attached hereto as *Exhibit C*, with such changes to such Term Loan Agreements as the President or the Village Treasurer shall approve, the execution thereof to constitute conclusive evidence of the approval of any and all terms contained therein. Each of the President or the Village Treasurer be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the

Term Loan Agreements and the Term Loan Notes by the Village Board, and the Village Clerk be, and hereby is, authorized, empowered and directed to attest the Term Loan Agreements and the Term Loan Notes in the name, for and on behalf of the Village, and thereupon to cause the Term Loan Agreements to be delivered to the Bank. The Term Loan Agreements (as executed) are entered into to provide for the loan of the proceeds of the Term Loan Notes to the Village and the use of such proceeds as aforesaid and to pay the costs of issuing the Term Loan Notes, in the manner and with the effect therein provided. From and after the execution and delivery of the Term Loan Agreements, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Term Loan Agreements and the Term Loan Notes as executed; and the Term Loan Agreements and the Term Loan Notes shall constitute, and hereby are made, a part of this Ordinance, and a copy of the Term Loan Agreements and the Term Loan Notes shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Board.

Section 9. Term Loan Note Details. The RLOC Term Loan Note is hereby authorized to issued as a drawdown note, shall be issued in the principal amount of not to exceed \$5,329,000 and shall mature on the date and bear interest at the rate and on the dates as set forth in the RLOC Term Loan Agreement.

The NRLOC Term Loan Agreement is hereby authorized to be issued as a drawdown note, shall be issued in the principal amount of not to exceed \$3,420,000 and shall mature on the date and bear interest at the rate and on the dates as set forth in the NRLOC Term Loan Agreement.

The form of the Term Loan Notes as attached to the form of Term Loan Agreement set forth in Exhibit C hereto, subject to appropriate insertions and revisions in order to comply with

the provisions of the Term Loan Agreement (as executed and delivered) be, and the same hereby is, approved. The Term Loan Notes shall be executed in the name, for and on behalf of the Village with the signatures of the President and the Village Clerk. When the Term Loan Notes shall be executed on behalf of the Village in the manner contemplated by the Term Loan Agreements and this Ordinance, they shall represent the approved forms of Term Loan Notes of the Village.

Section 10. Sale and Delivery of the Term Loan Notes. The Term Loan Notes and the Term Loan Agreements hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to the Bank upon the receipt of the purchase price therefor, the same being the par amount of any Loan (as defined in a Term Loan Agreement); the contract for the sale of the Term Loan Notes, if any, heretofore entered into or to be entered into in connection therewith (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Purchase Contract is in the best interests of the Village; each Term Loan Agreement is in all respects ratified, approved and confirmed, it being hereby found and determined that the Term Loan Agreements and the Term Loan Notes are in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Term Loan Agreements, the Term Loan Notes or the Purchase Contract.

Any Designated Officer and such other officers of the Village as may be necessary are hereby authorized to execute such other documents, as may be necessary to implement the Term Loan Agreements and the transactions contemplated thereby and to effect the issuance and delivery of the Term Loan Notes, and execution thereof by such officers is hereby deemed

conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Village Board.

Section 11. Security and Payment of the Term Loan Notes. The security for the payment of the obligations of the Village under each Term Loan Note and each Term Loan Agreement shall be as follows: (a) the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the Term Loan Notes promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity and to pay all other obligations under the Term Loan Agreements, and (b) all of the taxable property within the Village is subject to a direct annual tax, without limit as to rate or amount; *provided, however,* that (i) a separate tax for the Term Loan Notes need not be levied for so long as there is no default in payment of any obligation on either Term Loan Note or either Term Loan Agreement unless so determined by the Village Board in its discretion and (ii) following a default in payment of any obligation on a Term Loan Note or either Term Loan Agreement a separate tax levy shall be placed on file with the County Clerks, no later than the last day permitted for such filings during the then current tax levy year in an amount sufficient to pay all amounts due and payable under the Term Loan Notes and the Term Loan Agreements during such year.

The Village covenants and agrees with the Bank that so long the Term Loan Notes remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the Term Loan Notes or the ability of the Village to levy and collect taxes, if necessary, to pay its obligations under the Term Loan Notes and the Term Loan Agreements.

Section 12. Use of Proceeds of the Term Loan Notes. Term Loan Note proceeds and other funds of the Village as noted are hereby appropriated as follows: The drawdown of the principal proceeds of the RLOC Term Loan Note shall be used to pay the RLOC Note Balance, and any interest accrued thereon or fees related thereto, and said amounts so drawn shall be deposited into the Corporate Fund of the Village or be deposited directly with the Bank, as the holder of the RLOC Note, for such purpose. The drawdown of the principal proceeds of the NRLOC Term Loan Note shall be used to pay the NRLOC Note Balance, and any interest accrued thereon or fees related thereto, and said amounts so drawn shall be deposited into the Corporate Fund of the Village or be deposited directly with the Bank, as the holder of the NRLOC Note, for such purpose.

Section 13. General Covenants. The Village covenants and agrees with the Bank with respect to the Term Loan Notes, and again covenants and agrees with the Bank with respect to the Notes, that so long as either Note or either Term Loan Note remains outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid the principal of and interest on each Note and each Term Loan Note, and all other obligations of the Village under the Agreements and the Term Loan Agreements in strict conformity with the terms of the Agreements, the the Term Loan Agreements, the Notes, the Term Loan Notes and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Agreements, the the Term Loan Agreements, the Notes, the Term Loan Notes and this Ordinance.

(b) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Necessary Road/Open Space Expenditures and the Necessary Storm Water Expenditures. Such books of record

and accounts shall at all times during business hours be subject to the inspection of the Bank or its representatives authorized in writing.

(c) The Village will furnish a copy of the annual financial statements of the Village to the Bank promptly when such financial statements become available, and in any event, within 210 days of the close of such fiscal year.

(d) The Village will preserve and protect the security of the Notes and the Term Loan Notes and the rights of the registered owners of the Notes.

(e) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the Notes and the Term Loan Notes of the rights and benefits provided in this Ordinance.

Section 14. General Arbitrage Covenants. Unless the Notes or the Term Notes are issued on a Taxable basis, the Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes or the Term Notes) if taking, permitting or omitting to take such action would cause either of the Notes or either of the Term Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on either Note or either Term Note to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Notes and the Term Notes, under present rules, the Village is treated as the “taxpayer” in such examination and agrees that it will

respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Notes and the Term Notes from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Notes and the Term Notes and affects the Tax-exempt status of the Notes and the Term Notes.

The Village Board hereby authorizes the officials of the Village responsible for issuing the Notes and the Term Notes, the same being the Designated Officers, along with the Village Clerk, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause either Note or either Term Note to be an arbitrage bond and to assure that the interest on each Note and each Term Note will be exempt from federal income taxation.

In connection therewith, the Village and the Village Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes and the Term Notes; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 15. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Notes and the Term Notes to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any

action to permit the Notes or the Term Notes to be issued in, or converted into, bearer or coupon form.

Section 16. Reimbursement. None of the proceeds of the Notes will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof (i) except architectural or engineering costs incurred prior to commencement of any portion of the projects financed by the Notes, (ii) expenditures paid within 60 days of this Ordinance or (iii) expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.103-18 as to all costs of the projects financed by the Notes, paid after the date hereof and prior to issuance of the Notes.

Section 17. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published in pamphlet form by authority of the Village Board.

Section 18. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: July 17, 2017

APPROVED: July 17, 2017

President, Village of Orland Park,
Cook and Will Counties, Illinois

RECORDED In Village Records: July 17, 2017.

PUBLISHED in pamphlet form by authority of the Village Board on July 17, 2017.

ATTEST:

Village Clerk, Village of Orland Park,
Cook and Will Counties, Illinois

EXHIBIT A

**FORM OF AMENDMENT TO REVOLVING TAX-EXEMPT GENERAL OBLIGATION LINE OF
CREDIT AGREEMENT AND NOTE**

EXHIBIT B

**FORM OF AMENDMENT TO NON-REVOLVING TAX-EXEMPT GENERAL OBLIGATION LINE
OF CREDIT AGREEMENT AND NOTE**

EXHIBIT C

FORM OF TERM LOAN AGREEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Orland Park, Cook and Will Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the “*Village Board*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Village Board held on the 17th day of July, 2017 insofar as the same relates to the adoption of a Ordinance and entitled:

AN ORDINANCE providing for the amendment of the outstanding Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures for road construction projects and open space land purchase and improvement projects and the issuance of a not to exceed \$5,329,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, the amendment of the outstanding Non-Revolving Tax-Exempt General Obligation Line of Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures for storm water management projects, and the issuance of a not to exceed \$3,420,000 Promissory Note and related Term Loan Agreement to pay the outstanding balance of said Line of Credit Agreement and Note, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village’s obligations under such agreements and payment of said notes.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Village Board on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and the principal office of the Village Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for

public review during the entire 72-hour period preceding said meeting, that said agenda remained continually posted until the adjournment of said meeting, and that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Village Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Village Board in the adoption of said Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 17th day of July, 2017.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Orland Park, Cook and Will Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Village Board*”) thereof.

I do further certify that on the 17th day of July, 2017 there was published in pamphlet form, by authority of the Village Board, a true, correct and complete copy of Ordinance No. _____ of the Village providing for certain amendments to the outstanding Revolving Tax-Exempt General Obligation Line of Credit Note and Non-Revolving Tax-Exempt General Obligation Line of Credit Note of the Village and the issuance of Term Loan Notes pursuant to Term Loan Agreements authorized pursuant thereto, and that said Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this 17th day of July, 2017.

[SEAL]

Village Clerk

REQUEST FOR ACTION REPORT

File Number: **2017-0508**
 Orig. Department: **Village President**
 File Name: **Village Code Amendment Title 7 (Business and License), Chapter 4 (Retail Liquor Establishments), Section 7-4-28 regarding Prohibited Sale or Promotion of Alcoholic Beverages - Ordinance**

BACKGROUND:

The Village of Orland Park does not have an ordinance prohibiting any of our Vendors, who hold a local liquor license, from delivering alcoholic beverages via a delivery person. This does not prohibit PeaPod or other "On-demand" services from delivering alcohol. This being said, we feel it is important to pass an ordinance to protect both our restaurants and residents. We propose a change in the ordinance to that effect.

Section 7-4-28 Shall be amended and revised to read a follows:

No licensee, employee, independent contractor or agent of a licensee shall:

Sell, offer or deliver to any person or persons any alcoholic beverages by way of "on- demand" delivery as defined in section 7.4.28.3(b).

"On demand" delivery is hereby defined to include any intrastate delivery service whereby consumers order goods, either directly from a vendor or through a third-party, for delivery to a location and the delivery is effectuated within twelve (12) hours after the order was made.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE AMENDING TITLE 7 (BUSINESS AND LICENSE), CHAPTER 4 (RETAIL LIQUOR ESTABLISHMENTS), SECTION 7-4-28 OF THE ORLAND PARK VILLAGE CODE REGARDING PROHIBITED SALE OR PROMOTION OF ALCOHOLIC BEVERAGES

AN ORDINANCE AMENDING TITLE 7 (BUSINESS AND LICENSE), CHAPTER 4 (RETAIL LIQUOR ESTABLISHMENTS), SECTION 7-4-28 OF THE ORLAND PARK VILLAGE CODE REGARDING PROHIBITED SALE OR PROMOTION OF ALCOHOLIC BEVERAGES.

WHEREAS, the Village President and Board of Trustees of the Village of Orland Park (the Village") have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and to protect the public health, safety and welfare of its citizens; and

WHEREAS, the Illinois Municipal Code Section 65 ILCS 5/11-20-2 authorizes the corporate authorities of each municipality to "locate and regulate the places where and the manner in which any beverage or food for human consumption is sold."

WHEREAS, it is necessary that the sections of the Village Code regulating the prohibited sale or promotion of alcoholic beverages include prohibition of "on demand" delivery of alcoholic beverages in the interests of the health, safety, and welfare of the residents and businesses of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

That Section 7-4-28 shall be amended and revised to read as follows:

All licensees selling alcoholic beverages to be served and consumed on the licensed premises are prohibited from engaging in any of the following enumerated practices:

1. No licensee, employee or agent of a licensee shall:
 - (a) Sell, offer or deliver to any person or persons any drinks sold on the basis of two (2) or more drinks for the price of one drink.
 - (b) Sell, offer or deliver to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the public or full meal (banquet packages) and hors d'oeuvres packages which are open to the public.
 - (c) Increase the volume of alcoholic beverages contained in a drink without increasing proportionately the price charged for such drink during the same calendar week.

(d) Encourage or permit any game or contest which involves drinking or the awarding of drinks as prizes on the licensed premises.

2. No licensee shall advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under this Section.

The prohibition contained herein shall not prohibit liquor licensees from:

- (a) Offering free food or entertainment at any time.
- (b) Including a drink as part of a meal package.
- (c) Free wine tastings.
- (d) Offering room services to registered guests in hotels licensed for such services.

Licensees should make nonalcoholic beverages available for purchase by any person, and licensees should make coffee available for purchase by any person during the licensee's hours of operation.

3. No licensee, employee, independent contractor or agent of a licensee shall:

- (a) Sell, offer or deliver to any person or persons any alcoholic beverages by way of "on-demand" delivery as defined in section 7.4.28.3(b).

- (b) "On demand" delivery is hereby defined to include any intrastate delivery service whereby consumers order goods, either directly from a vendor or through a third-party, for delivery to a location and the delivery is effectuated within twelve (12) hours after the order was made.

4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

5. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

File Number: **2017-0448**
Orig. Department: **Village Manager**
File Name: **Economic Development Advisory Board - Amending Village Code Title 1, Chapter 13, Expanding the Role and Responsibilities of the Advisory Board - Ordinance**

BACKGROUND:

This item was reviewed at the June 19, 2017 Village Board meeting. At the meeting a motion was made to require the Village Attorney to draft an ordinance summarizing the proposed changes. This ordinance is now before the Village Board of Trustees for consideration. The full ordinance is attached for reference.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance Number _____; entitled: AN ORDINANCE AMENDING TITLE 1, CHAPTER 13 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD

CHAPTER 13 - DRAFT
ECONOMIC DEVELOPMENT ADVISORY BOARD

SECTION:

1-13-2: ECONOMIC DEVELOPMENT ADVISORY BOARD:

(Ord. 3313, 11-15-99)

1-13-2-1: ESTABLISHMENT:

There is hereby established an Economic Development Advisory Board (the "Advisory Board) of the Village of Orland Park. The Advisory Board shall consist of twelve (12) members, nine (9) Voting and three (3) ex officio nonvoting members. The three (3) ex officio members shall include the Village President, the Director of Development Services and a Village Trustee who shall be appointed by the Village President. The voting members shall be appointed by the Village President with the consent of the Village Board.

The Economic Development Advisory Board shall elect one (1) of its members to serve as chairperson and one (1) of its members to serve as vice chairperson. All members shall serve without compensation, for one year terms, which shall begin on the first Monday in June and expire on the first Monday in June of the following year. (Ord. 3596, 2-4-02)

1-13-2-2: MEETINGS AND MINUTES:

The Advisory Board will establish its own schedule which it will provide to the Village Board. It is anticipated that the Board will meet approximately six (6) times per year. Advisory Board members must be either physically present at the meeting or participate in the meeting through pre-arranged technologies.

Meetings of the Advisory Board shall be called by the Chair with notice of the meeting being forwarded to members with an agenda with at least fifteen (15) days' notice. The Village Clerk shall also be given notice so that the Clerk can provide the appropriate Public Notice according to the Open Meetings Act.

The quorum for meetings shall be (5) voting members.

Economic Development Advisory Board meeting minutes are to be approved for distribution by the Chair and confirmed at the next Ordinary Meeting of the Advisory

Board. The Minutes will be distributed to Advisory Board members and the Village Clerk.

The Advisory Board shall submit a report of its activities to the Village Board at least annually.

1-13-2-3: UNEXCUSED ABSENCES:

When a member misses three (3) consecutive regular meetings, without a reasonable excuse, the Chairman of the Advisory Board shall notify the Village Clerk of the member's consecutive absences. Then, after notification to the Advisory Board member, the President and Board of Trustees shall determine whether to declare the position vacant. If declared vacant, a successor will be appointed to fulfill the unexpired term.

1-13-3: ADVISORY BOARD DUTIES AND POWERS:

The Economic Development Advisory Board shall act as the advisory board to the Village of Orland Park Board on matters pertaining to economic development in the Village of Orland Park. These duties include:

1. Conduct economic policy discussions and make recommendations to the Village President and Board of Trustees on economic development issues, including, but not limited to, economic development goal setting, policy recommendations, strategic planning, marketing and market analysis for future business recruitment and retention/expansion activities.
2. Review annual marketing/action plans and make recommendations during plan formulation.
3. Individual members of the board may be asked to join the Village President, Board Members or staff to participate in recruiting visits and/or economic development meetings.
4. Advise the Village President and the Director of Development Services and assist in identifying assets, resources and incentives appropriate for implementation of the Village of Orland Park's economic development strategy.
5. Serve as a community ambassador for persons or companies seeking to invest in, or relocate to, the Village of Orland Park.
6. Individual members of the board may serve as representatives of the Village of Orland Park at state, regional and local economic development forums, conferences and/or trade shows in an effort to provide enhanced economic development opportunities for the Village of Orland Park.

7. Support and encourage the location of new enterprises in the Village of Orland Park.
8. Support and encourage the development of tourist business in the Village of Orland Park.
9. Review regional, local, State and/or Federal legislation and policy decisions in order to identify the impact they may have on the Village of Orland Park.
10. Establish two subcommittees, a Financial Assistance Review Subcommittee and an Economic Development Policy Subcommittee. Each subcommittee will report to the full Advisory Board at each Advisory Board meeting. (Ord. 3596, 2-4-02)
11. Adopt and amend bylaws and regulations for the Advisory Board and its subcommittees. (Ord. 3596, 2-4-02)
12. Review and evaluate applicable applications for economic development funds of the Village of Orland Park and to recommend to the Village President and Board of Trustees approval of applications for economic development funds.
13. Identify, submit and accept on the behalf of the Village, grants, loans, or gifts related economic development efforts.
14. Assist with the Village's Business Retention Visit Program (VBRV), as needed, including the identification of Orland Park businesses who would benefit from the program.
15. Review revolving business development loan applications and make funding recommendations to the Village Board.
16. Assist the Village with identification and recruitment of business sponsorships for various Village initiatives and projects.

(Rewrite Loan Program Funds information here)

..T

AN ORDINANCE AMENDING TITLE 1, CHAPTER 13 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD

..B

WHEREAS, Act 5, Section 1-1-7.1 of the Illinois Municipal Code (65 ILCS 5/1-1-7.1) authorizes any municipality to establish “community based committees which shall consist of community leaders, and such committees shall coordinate all State and federal economic programs except where otherwise prohibited by federal law”; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interest of the Village and its residents to amend Title I, Chapter 13 “Economic Development Advisory Board” to include new loan fund opportunities and update the current policies and procedures.

NOW, THEREFORE, 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 herein by reference as though fully set forth herein.

SECTION 2

Section 1-13-2-1 of the Village Code of the Village of Orland Park is hereby amended to delete in its entirety the text of Section 1-13-2-1 “Establishment” and to substitute the following as new text for Section 1-13-2-1:

1-13-2-1: ESTABLISHMENT:

There is hereby established an Economic Development Advisory Board (the “Advisory Board”) of the Village of Orland Park. The Advisory Board shall consist of twelve (12) members: nine (9) voting and three (3) ex officio nonvoting members. The three (3) ex officio members shall include the Village President, the Director of Development Services and a Village Trustee who shall be appointed by the Village President. The voting members shall be appointed by the Village President with the consent of the Village Board.

The Economic Development Advisory Board shall elect one (1) of its members to serve as chairperson and one (1) of its members to serve as vice chairperson. All members shall serve without compensation, for one year terms, which shall begin on the first Monday in June and expire on the first Monday in June of the following year.

SECTION 3

Section 1-13-2-2 of the Village Code of the Village of Orland Park is hereby amended to delete in its entirety the text of Section 1-13-2-2 “Meetings and Minutes” and to substitute the following as new text for Section 1-13-2-2:

1-13-2-2: MEETINGS AND MINUTES:

The Advisory Board will establish its own schedule, which it will provide to the Village Board. It is anticipated that the Board will meet approximately six (6) times per year. Advisory Board members must be either physically present at the meeting or participate in the meeting through pre-arranged technologies, provided however, a quorum for meetings must be physically present.

Meetings of the Advisory Board shall be called by the Chair with notice of the meeting being forwarded to members with an agenda with at least fifteen (15) days’ notice. The Village Clerk shall also be given notice so that the Clerk can provide the appropriate Public Notice according to the Open Meetings Act.

The quorum for meetings shall be five (5) voting members.

Economic Development Advisory Board meeting minutes are to be approved for distribution by the Chair and confirmed at the next Ordinary Meeting of the Advisory Board. The Minutes will be distributed to Advisory Board members and the Village Clerk.

The Advisory Board shall submit a report of its activities to the Village Board at least annually.

SECTION 4

Section 1-13-3 of the Village Code of the Village of Orland Park is hereby amended to delete in its entirety the text of Section 1-13-3 “Advisory Board Duties and Powers” and to substitute the following as new text for Section 1-13-3:

1-13-3: ADVISORY BOARD DUTIES AND POWERS:

The Economic Development Advisory Board shall act as the advisory board to the Village of Orland Park Board on matters pertaining to economic development in the Village of Orland Park. These duties include:

1. Conduct economic policy discussions and make recommendations to the Village President and Board of Trustees on economic development issues, including, but not limited to, economic development goal setting, policy recommendations, strategic economic development planning, marketing and market analysis for future business recruitment and retention/expansion activities.
2. Review annual marketing/action plans and make recommendations during plan formulation.

3. Individual members of the Advisory Board may be asked to join the Village President, Board of Trustees Members or staff to participate in recruiting visits and/or economic development meetings.
4. Advise the Village President and the Director of Development Services and assist in identifying assets, resources and incentives appropriate for implementation of the Village of Orland Park's economic development strategy.
5. Serve as a community ambassador for persons or companies seeking to invest in, or relocate to, the Village of Orland Park.
6. Individual members of the Advisory Board may be asked to serve as representatives of the Village of Orland Park at state, regional and local economic development forums, conferences, and/or trade shows subject to the availability of funds and Village Board approval. This is an effort to provide enhanced economic development opportunities for the Village of Orland Park.
7. Support and encourage the location of new enterprises in the Village of Orland Park.
8. Support and encourage the development of tourist business in the Village of Orland Park.
9. Review regional, local, State and/or federal legislation and policy decisions in order to identify the impact they may have on the Village of Orland Park.
10. Establish two subcommittees, a Financial Assistance Review Subcommittee and an Economic Development Policy Subcommittee. Each subcommittee will report to the full Advisory Board at each Advisory Board meeting.
11. Adopt and amend bylaws and regulations for the Advisory Board and its subcommittees. Bylaws and regulations are subject to Village Board approval.
12. Review and evaluate applicable applications for economic development loan program of the Village of Orland Park and to recommend to the Village President and Board of Trustees approval of applications for economic development loan program.
13. Identify, submit and accept on the behalf of the Village, grants, loans, or gifts related economic development efforts subject to review and approval by the Village Board.
14. Assist with the Village's Business Retention Visit Program (VBRV), as needed, including the identification of Orland Park businesses who would benefit from the program.
15. Review revolving business development loan applications and make funding recommendations to the Village Board.

16. Assist the Village with identification and recruitment of business sponsorships and coordinate meetings between potential sponsors and Department Directors to discuss how funds can best be utilized for various Village initiatives and projects.

SECTION 5

Section 1-13-4 of the Village Code of the Village of Orland Park is hereby amended to delete in its entirety the text of Section 1-13-4 “Additional Uses of Economic Development Loan Program Funds” and to substitute the following as new text for Section 1-13-4:

1-13-4: ADDITIONAL USES OF ECONOMIC DEVELOPMENT LOAN PROGRAM FUNDS:

Funds currently available and designated for the Economic Development Loan Program may be utilized and expended for economic development purposes, other than loans to new and established businesses, at the discretion and approval of the Village Board of Trustees.

SECTION 6

Chapter 13 “Economic Development Advisory Board” of Title 1 “Administration” of the Village Code of the Village of Orland Park is hereby further amended to add a new Section 1-3-5 “Economic Development Revolving Loan Fund,” which shall read as follows:

1-13-5: ECONOMIC DEVELOPMENT REVOLVING LOAN FUND:

The Village of Orland Park's Economic Development Revolving Loan Fund (RLF) was established in 1987 as an incentive for targeted businesses to locate or expand in the Village. Maximum loan amounts are received on a case by case basis. Interest is charged at half of prime rate at either the time a complete application is received or at closing, whichever rate is lower at the time the closing papers are prepared. Legal and financial-analysis fees for loan initiation only incurred by the Applicant are paid by the Village, however, all other loan closing costs will be deducted from final loan disbursement.

Requests for loans are evaluated by the Village's Economic Development Advisory Board (EDAB) against public policy objectives established for the RLF program, including the level of private investment, job creation, and new tax generation. Eligible projects include acquisition of real property, installation of utility infrastructure, construction or expansion of commercial or industrial buildings, and purchase of equipment. Funds for construction activities are available as a permanent loan upon completion of construction. Village funds are not available for working capital.

SECTION 7

Chapter 13 “Economic Development Advisory Board” of Title 1 “Administration” of the Village Code of the Village of Orland Park is hereby further amended to add a new Section 1-3-6 “Qualifications for Revolving Loan Fund,” which shall read as follows:

1-13-6: QUALIFICATIONS FOR THE REVOLVING LOAN FUND:

To be eligible for a loan, a project must meet all of the following minimum qualifications:

1. The funds must be used for the purchase or construction of fixed assets such as land, buildings, and capital equipment. Funds cannot be used for working capital. Refinancing an existing RLF loan will be considered only when there is substantial benefit to the Village or if the applicant can demonstrate that a hardship exists.
2. The project must be located within the Village limits of Orland Park. Preference is given to non-retail projects located in designated industrial areas.
3. The project must create or retain permanent office, industrial, warehouse, distribution, or related jobs.
4. The developer or company must demonstrate firm lender and equity commitments, sign a letter of commitment regarding investment and job creation, and cooperate with Village staff and the EDAB.
5. Office, industrial, warehouse, distribution, and related businesses are given preference in reviewing loan requests. Retail establishments and restaurants will be considered but are given second priority.
6. The applicant must be able to demonstrate that the project would not be feasible without the Village loan. The project must not begin until the loan is given final approval by the Village Board or a preliminary Resolution of Intent is approved by the EDAB; commencement of the project prior to approval will disqualify the loan request from consideration.
7. The benefit to the Village in the form of tax dollars, jobs, or other measures must be significant enough to warrant Village participation.

SECTION 8

Chapter 13 “Economic Development Advisory Board” of Title 1 “Administration” of the Village Code of the Village of Orland Park is hereby further amended to add a new Section 1-3-7 “Review and Recommendation,” which shall read as follows:

1-13-7: REVIEW AND RECOMMENDATION:

Once a completed application has been received, the loan request will be scheduled for consideration at the next regularly scheduled EDAB meeting. Meetings are generally held once every quarter at Orland Park’s Village Hall.

In reviewing the merits of the request, the EDAB gives consideration to the following factors:

1. The enhancement of the overall tax base, including property taxes returned to the Village.

2. Diversification of the property tax base through construction of new office, industrial, warehouse, distribution, and related facilities.
3. A tax revenue/return analysis that insures the tax burden for residents will be favorable.
4. Encouragement of private investment through these public loan dollars.
5. Location of projects within areas of the Village targeted for industrial and commercial growth.
6. Creation or retention of quality full-time permanent jobs over the course of the project and beyond.
7. Adequate credit worthiness of the loan.
8. Conformance of the project to Village land-use and economic development goals, policies, and objectives.

SECTION 9

Chapter 13 “Economic Development Advisory Board” of Title 1 “Administration” of the Village Code of the Village of Orland Park is hereby further amended to add a new Section 1-3-8 “Approval of Loan Request,” which shall read as follows:

1-13-8: APPROVAL OF LOAN REQUEST:

Following review of the application, the EDAB will make a recommendation to the Board of Trustees to approve or deny the loan. If a request receives preliminary approval from the EDAB, a preliminary approval letter will be mailed to the applicant, stating the level of funding and any conditions of the loan. If the request is not approved, the applicant will be provided with an explanation of what changes should be made for reconsideration, or an indication that the application will receive no further consideration by the EDAB.

The loan request, along with the EDAB's recommendation, will be forwarded to the Village Board of Trustees, who will make a final determination to approve or deny the loan request at a regular Board meeting. The project must not commence until the Village Board gives final approval for the loan or the EDAB grants preliminary approval of a Resolution of Intent.

SECTION 10

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict herewith.

SECTION 11

This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

📖 CHAPTER 13

ECONOMIC DEVELOPMENT ADVISORY BOARD

SECTION:

[1-13-1: The Program](#)

[1-13-2: Economic Development Advisory Board](#)

[1-13-2-1: Establishment](#)

[1-13-2-2: Unexcused Absences](#)

[1-13-3: Advisory Board Duties and Powers](#)

[1-13-4: Additional Uses of Economic Development Loan Program Funds](#)

[1-13-5: Economic Development Revolving Loan Fund](#)

[1-13-6: Qualifications for Revolving Loan Fund](#)

[1-13-7: Review and Recommendation](#)

[1-13-8 Approval of Loan Request](#)

📖 1-13-1: THE PROGRAM:

The Economic Development Loan Program attached as Exhibit A is hereby approved. A copy of the description of said program is available at the Village Clerk's office. (Ord. 1648, 2-25-87, Exhibit A amended Ord. 3596, 2-4-02)

📖 1-13-2: ECONOMIC DEVELOPMENT ADVISORY BOARD:

(Ord. 3313, 11-15-99)

📖 1-13-2-1: ESTABLISHMENT:

~~There is hereby established an Economic Development Advisory Board (the "Advisory Board") of the Village. The Advisory Board shall consist of eleven (11) members who shall be appointed by the Village President with the consent of the Village Board. All members shall serve without~~

compensation, for one year terms, which shall begin on the first Monday in June and expire on the first Monday in June of the following year. (Ord. 3596, 2-4-02)

There is hereby established an Economic Development Advisory Board (the “Advisory Board) of the Village of Orland Park. The Advisory Board shall consist of twelve (12) members, nine (9) Voting and three (3) ex officio nonvoting members. The three (3) ex officio members shall include the Village President, the Director of Development Services and a Village Trustee who shall be appointed by the Village President. The voting members shall be appointed by the Village President with the consent of the Village Board.

The Economic Development Advisory Board shall elect one (1) of its members to serve as chairperson and one (1) of its members to serve as vice chairperson. All members shall serve without compensation, for one year terms, which shall begin on the first Monday in June and expire on the first Monday in June of the following year. (Ord. 3596, 2-4-02)

1-13-2-2: MEETINGS AND MINUTES:

The Advisory Board will establish its own schedule which it will provide to the Village Board. It is anticipated that the Board will meet approximately six (6) times per year. Advisory Board members must be either physically present at the meeting or participate in the meeting through pre-arranged technologies.

Meetings of the Advisory Board shall be called by the Chair with notice of the meeting being forwarded to members with an agenda with at least fifteen (15) days’ notice. The Village Clerk shall also be given notice so that the Clerk can provide the appropriate Public Notice according to the Open Meetings Act.

The quorum for meetings shall be (5) voting members.

Economic Development Advisory Board meeting minutes are to be approved for distribution by the Chair and confirmed at the next Ordinary Meeting of the Advisory Board. The Minutes will be distributed to Advisory Board members and the Village Clerk.

The Advisory Board shall submit a report of its activities to the Village Board at least annually.

📖 1-13-2-2: UNEXCUSED ABSENCES:

When any member misses three (3) consecutive regular meetings, without a reasonable excuse, the Chairman of the Advisory Board shall notify the Village Clerk of the member's consecutive absences. Then, after notification to the Advisory Board member, the President and Board of Trustees shall determine whether to declare the position vacant. If declared vacant, a successor will be appointed to fulfill the unexpired term.

(Ord. 2082, 2-4-91)

📖 1-13-3: ADVISORY BOARD DUTIES AND POWERS:

The Economic Development Advisory Board shall act as the advisory board to the Village of Orland Park Board on matters pertaining to economic development in the Village of Orland Park. These duties include:

1. Conduct economic policy discussions and make recommendations to the Village President and Board of Trustees on economic development issues, including, but not limited to, economic development goal setting, policy recommendations, strategic economic development planning, marketing and market analysis for future business recruitment and retention/expansion activities.

2. Review annual marketing/action plans and make recommendations during plan formulation.

3. Individual members of the board may be asked to join the Village President, Board Members or staff to participate in recruiting visits and/or economic development meetings.

4. Advise the Village President and the Director of Development Services and assist in identifying assets, resources and incentives appropriate for implementation of the Village of Orland Park's economic development strategy.

5. Serve as a community ambassador for persons or companies seeking to invest in, or relocate to, the Village of Orland Park.

6. Individual members of the board may be asked to serve as representatives of the Village of Orland Park at state, regional and local economic development forums, ~~conferences~~, and/or trade shows subject to the availability of funds and Village Board approval. This is an effort to provide enhanced economic development opportunities for the Village of Orland Park.

7. Support and encourage the location of new enterprises in the Village of Orland Park.

8. Support and encourage the development of tourist business in the Village of Orland Park.

9. Review regional, local, State and/or Federal legislation and policy decisions in order to identify the impact they may have on the Village of Orland Park.

10. Establish two subcommittees, a Financial Assistance Review Subcommittee and an Economic Development Policy Subcommittee. Each subcommittee will report to the full Advisory Board at each Advisory Board meeting. (Ord. 3596, 2-4-02)

11. Adopt and amend bylaws and regulations for the Advisory Board and its subcommittees. Bylaws and regulations are subject to Village Board approval (Ord. 3596, 2-4-02)

12. Review and evaluate applicable applications for economic development loan program of the Village of Orland Park and to recommend to the Village President and Board of Trustees approval of applications for economic development loan program .

13. Identify, submit and accept on the behalf of the Village, grants, loans, or gifts related economic development efforts Subject to review and approval by the Village Board.

14. Assist with the Village's Business Retention Visit Program (VBRV), as needed, including the identification of Orland Park businesses who would benefit from the program.

15. Review revolving business development loan applications and make funding recommendations to the Village Board.

16. Assist the Village with identification and recruitment of business sponsorships and coordinate meetings between potential sponsors and Department Directors to discuss how funds can best be utilized for various Village initiatives and projects.

~~The Economic Development Advisory Board shall have the powers and duties as follows:~~

- ~~—1. To establish two subcommittees, a Financial Assistance Review Subcommittee and an Economic Development Policy Subcommittee. Each subcommittee shall report to the full Advisory Board at each Advisory Board meeting. (Ord. 3596, 2-4-02)~~
- ~~—2. To adopt and amend bylaws and regulations for the Advisory Board and its subcommittees. (Ord. 3596, 2-4-02)~~
- ~~—3. To review and evaluate applications for economic development funds of the Village.~~
- ~~—4. To recommend to the President and Board of Trustees approval of applications for economic development funds of the Village.~~
- ~~—5. To accept grants and gifts.~~
- ~~—6. To take any and all other steps deemed necessary to implement the Economic Development Program approved by the President and Board of Trustees, except the final approval of applications for economic development funds of the Village, which shall be done by the President and Board of Trustees.~~
- ~~—7. To recommend to the President and Board of Trustees amendments to the Economic Development Program from time to time hereafter. (Ord. 1648, 2-25-87; amd. Ord. 2082, 2-4-91)~~

 1-13-4: ADDITIONAL USES OF ECONOMIC DEVELOPMENT LOAN PROGRAM FUNDS:

Funds currently available and designated for the Economic Development Loan Program may be utilized and expended for economic development purposes, other than loans to new and established businesses, at the discretion and approval of the Village Board of Trustees.

(Ord. 5118, 8-15-16)

VILLAGE OF ORLAND PARK

ECONOMIC DEVELOPMENT LOAN PROGRAM

February 1997

EXHIBIT "A"

~~VILLAGE OF ORLAND PARK~~

~~ECONOMIC DEVELOPMENT LOAN PROGRAM~~

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Introduction

~~—The proposed Orland Park Economic Development Strategy details a number of steps to enhance market penetration of Orland Park in order to stimulate job creation and private investment. The strategy is particularly oriented to encourage investment in specifically designated geographical areas and types of business activity as determined by the Advisory Board of Trustees. The first step in the overall strategy is the creation of the Economic Development Loan Program. The above is patterned (basically) after the successful federal program—the Urban Development Action Grant Program (UDAG). Administered by the Department of Housing and Urban Development, the UDAG program allows for the creation of public-private partnerships to induce job creation and investments. As such, private dollars must be in place in order for the public funds to be committed to the project.~~

~~—The use of public monies for this Economic Development Loan Program serves three critical purposes:~~

~~—1. Provides a ready and visible source of funds for encouraging investment in the Village by developers and industries.~~

~~—2. Improves tax base through increased investments, payrolls, and spin-off investments.~~

~~—3. Demonstrates strong local economic development capacity.~~

~~—Proper utilization of currently unrestricted funds of the Village enables Orland Park to leverage such monies in a manner determined by program criteria similar to the UDAG program. As a result, Village participation will be contingent upon the private developer/firm committing to a~~

certain level of investment, job creation, and operation. Evidence of the above would be furnished by the developer/firm; while complemented by analysis of staff and the review of evidentiary materials submitted in order to determine conformance with village policy and program objectives—the decision would be made by the Economic Development Advisory Board and, finally, the Advisory Board of Trustees as to the funding of the individual projects.

OBJECTIVES OF ORLAND PARK'S ECONOMIC DEVELOPMENT LOAN

PROGRAM

Tax Base

—The use of public monies is directly related to tax base. Every effort will be made to insure that the expenditure of Village funds results in increased private investment. The increased investment is expected to generate revenues in the form of new real estate taxes, sales tax, and repayment of revolving loans. In short, the Village's concern will be to develop practical and effective approaches to stimulating capital investment that enlarges the tax base. The broadened tax base is necessary to maintain and expand essential public services, sustain Orland Park communities and neighborhoods, and general infrastructure necessary to a healthy economy.

Jobs

—Jobs are and will be one of the main objectives. The Program will seek to retain private sector jobs in the Village, to foster and sustain job growth in industrial concerns to attract new firms to the Village, and to help firms within Orland Park expand their business opportunities.

Enhance Development in Key Sectors of the Village

—The Advisory Board of Trustees desires to optimize utilization of Village land ways that complement overall policy objectives of the Village. In particular, the Village has acquired a large parcel of land upon which certain municipal facilities will be erected and is desirous of

~~promoting complemental private uses of residual portions of the land—uses which will provide additional taxes to defray operating costs of municipal services and uses which will result in achievement of a long term objective of this area becoming a true "Village Center". Additionally, the Village has identified certain other strategically located areas whose potential for industrial and/or commercial/office development is significant and desires to see such areas developed in accordance with standards which meet overall Village objectives.~~

Self-Sufficiency

~~—The Village recognizes that Federal and State monies, once available to assist in private development efforts, have been significantly constrained. In order to control its own destiny and assure residents of quality development, the Village views the Economic Development Loan Program as a mechanism to assist in continuing strong and desired development. In this respect, the Village will be better able to control its own destiny—without requiring dependence on dwindling Federal or State monies.~~

APPROACH TO ORLAND PARK'S ECONOMIC DEVELOPMENT LOAN PROGRAM

Overview

~~—To be successful in meeting these key objectives, Orland Park must prepare to compete in an increasingly difficult economic environment. Elements of the program must address both actual cost factors for business and the perceptions which surround capital investment and real estate for the longer run. This means that the program must aim at enlisting the private sector, not solely in form of civic duty, but in business interest.~~

Advantages Which Orland Park Has Vis-a-Vis Its Surrounding Environment

~~—Orland Park brings to the economic competition some significant advantages which will enable it to impact substantially upon the local economy; namely:~~

- its powers as a home rule unit of government under Illinois law;
 - strong private sector interest and participation;
 - strong ties with the local financial community;
 - the formation of an Economic Development Advisory Board;
 - the creation of a Special Service area;
 - an experienced staff Economic Development Director;
 - efforts of the Village President and Trustee to demonstrate visible leadership; and
 - willingness to improve business climate.
- Much of the work necessary to implement such a program has already been initiated or put in process by the Village, its staff, and its consultants.

Visible Results, A Program with Early Successes

A vital element in launching a program which captures the confidence of the private sector is that the program bring early and visible results. This means that we must concentrate scarce development resources, and sufficiently target such resources to gain early program success.

—Clearly, such achievements will affect the perception of investors, lenders and development specialists who can begin to see strong market advantage to an Orland Park location.

—A key element of the overall development strategy then is the development of a positive market psychology. With sufficiently well defined targets, the Village is confident that it can spur business investment at a large enough scale to gain major development momentum.

CREATION AND ORGANIZATION OF THE ECONOMIC DEVELOPMENT

PROGRAM

Creation of the Revolving Loan Finance Program

Overall Goal: Maximize private investment in conjunction with leveraged public resources.

Specific Objectives:

—Objective 1: Provide a ready and visible source of funds for developers and industries.

—Objective 2: Improve tax base through increased investment, payroll, and spin-off investments.

—Objective 3: Demonstrate a strong local economic development capacity as well as an aggressive public sector interest in business investment and job creation.

—The Economic Development Advisory Board will prepare regulations/criteria as well as procedures for evaluating proposals presented to it. The Advisory Board will review proposals in light of eligible costs and activities as contained in the regulations. A project's ability to generate new taxes or repayment of Village loans will be ranked in relation to other projects, as well as other criteria (location in designated areas, creation of jobs, etc.). The process provides a new finance vehicle that can be utilized by businesses wishing to expand or locate in Orland Park. In addition, the plan is flexible enough to accommodate a variety of business needs, expansion, relocation, machinery and equipment purchase.

Orland Park Economic Development Advisory Board

Overall Goal: Use local resources as well as linkages to development programs to improve capital access for firms located or expanding in Orland Park.

Specific Objectives:

—Objective 1: Develop a review mechanism to evaluate development proposals pertaining to the Revolving Loan Program.

—Objective 2: Develop an inventory of available economic development incentives to increase availability of capital for businesses.

—Objective 3: Coordinate and program incentives and capital to designated areas of the Village.

~~The Advisory Board will initially review and evaluate proposals submitted under the Revolving Loan Program. Through its linkages to the private sector, the Advisory Board is well-positioned to be aware of firms that wish to expand, relocate within, or locate in the Village. The Advisory Board can expect to leverage its resources through:~~

- ~~• Combinations of finance incentives such as Industrial Revenue Bonds or SBA 7(a) and 503 loan programs. The Advisory Board can recommend the use of such incentives to be used in conjunction with Village resources or as an alternative. (The firm would be responsible for application preparation).~~
- ~~• Implementation of projects that are acceptable to the Advisory Board and provide a highly visible marketing tool.~~
- ~~• Providing business-oriented solutions to interested firms. The Advisory Board is composed of highly respected public and private officials that offer a company an opportunity to directly communicate with the Village government, business organizations, the finance community, and other Orland Park businessmen at one time.~~

Formulation of Incentives to Firms and Developers

Overall Goal: ~~Utilize existing and planned program resources and inducements to focus on development objectives.~~

Specific Objectives:

- ~~—Objective 1: Provide an approach that responds to business needs and bottom line savings.~~
- ~~—Objective 2: Maximize local resources as well as other available public resources to leverage private investments.~~
- ~~—Objective 3: Create positive market momentum in designated areas with visible program implementation.~~

~~The Advisory Board will focus some early attention on the development of incentives for Village defined designated areas for which maximum efforts for assistance from multiple resources will be appropriate.~~

~~***ECONOMIC DEVELOPMENT REVOLVING LOAN PROGRAM – DRAFT REGULATIONS***~~

~~**I. Purpose:**~~

~~Allocate funds from a revolving loan fund to assist projects that require public investment in order to strengthen Orland Park's economic, employment, tax base, and diversification of enterprise. The program is intended to leverage private investment that is committed to Orland Park as a result of the Village's participation. The total amount of outstanding loans at any given time cannot exceed the total amount of loan funds available in the program. (Ord. 4464, 2-16-09)~~

~~**II. Eligible Projects:**~~

~~Eligible projects are to be comprised of a group of integrally related private and public activities to be carried out to meet the objectives of the program. There are four types of eligible projects:~~

- ~~1. Commercial projects – predominantly office or commercial in nature.~~
- ~~2. Industrial projects – predominantly warehousing, manufacturing or industrial in nature.~~
- ~~3. Village Center Complex projects – developments located in or near the Village Center Complex and determined to be complementary to the highest and best use of this area.~~
- ~~4. Existing business projects – improvements undertaken by and on behalf of viable businesses which are located in the Village prior to the onset of the Economic Development Loan Program.~~

~~**III. Eligible Activities:**~~

~~—Assistance will be made available to commercial and industrial enterprises/projects in connection with the following activities:~~

- ~~——1. Acquisition of real property~~
- ~~——2. Extraordinary public facilities and improvements (necessary to project implementation)~~
 - ~~——• water and sewer facilities;~~
 - ~~——• street improvements;~~
 - ~~——• public utilities other than water and sewer;~~
 - ~~——• flood and drainage facilities; and~~
 - ~~——• other public facilities not listed above, but necessary to implement program objectives.~~
- ~~——3. Acquisition, construction, reconstruction, rehabilitation or installation of:~~
 - ~~——a. Commercial or industrial buildings and structures including:~~
 - ~~——i. Purchase of equipment and fixtures which are part of the real estate;~~
 - ~~——ii. Capital equipment to be utilized in the operations of the concern;~~
 - ~~——iii. Energy conservation improvements designed to encourage the efficient use of energy resources.~~
 - ~~——iv. Commercial or industrial real property improvements.~~
- ~~——4. Refinancing (Ord. 4464, 2-16-09)~~

~~NO ASSISTANCE WILL BE AVAILABLE FOR WORKING CAPITAL. (Ord. 4464, 2-16-09)~~

~~**—IV. Application For Funds:**~~

~~**——1. Scope:**~~

~~——Village funds are intended to attract new private investment for commercial or industrial developments that increase jobs and improve the tax base. The proposed project must be able to be carried out in a timely fashion generally not to exceed 2 years from the announcement of~~

~~preliminary approval. The applicant shall apply for Village funds that together with other public and private resources will be adequate to complete the project. While a recipient may remain eligible for Village program funding for other projects, no additional funding will be available in the future to complete a project already approved. (Ord. 4464, 2-16-09)~~

~~2. **Submission Requirements:**~~

~~a. A description of the project to be undertaken including;~~

~~• Property control (option, contingent contract, fee simple title, lease, etc.) and description.~~

~~• Project costs, e.g., property acquisition, equipment costs, construction estimates, etc.~~

~~• The parties involved, e.g., owners, developers, firms, etc. A brief description/ background of the parties is to be included. Relevant contact persons must be identified.~~

~~• Sources and applications of funds; private lender, equity, Village funds, other public funds.~~

~~b. Number and types of jobs to be created and retained; average salary or wage, annual payroll. Basis for estimates, e.g., past trends, industry averages, production requirements, etc. Construction jobs to be created, if applicable, as well as expected length of construction period would be included.~~

~~c. Documentation of private commitments necessary for completing the project as described in IV (2)(a). The commitments must be in the form of:~~

~~i. Developer letter of commitment.~~

~~ii. Private lender finance commitment.~~

~~iii. Commitments from other public agencies or groups if proposed as part of the project's funding.~~

~~—No application will be considered feasible and effective unless there is evidence of a firm private commitment from the proposed private developer and lender(s) that is adequate to complete the project.~~

~~—Letters for project financing (loans, equity, etc.) which commit the parties to specific project activities must demonstrate that the private investment will occur; contingent only upon commitment of the Village funds. The parties must commit to a particular activity or to financing, and must signify their willingness, once preliminary application occurs, to sign a legally binding commitment to that effect.~~

~~——d. A clear description of the use of the Village's funds and a justification for the amount. Basically the funding is contingent upon the parties demonstrating firm commitments to implement the project. The Village's decision to fund the project requires submission of a complete application package including analysis of tax revenues returned to the Village. The parties must demonstrate that the benefits accruing to the Village in the form of increased tax base are sufficient to justify the Village's participation in the project. Other criteria such as location in a designated area, creation of jobs, and leverage of private investments will be considered.~~

~~——e. A detailed schedule for accomplishing each part of the proposed project. The schedule should include a timetable with estimates of project expenditures and job creation.~~

~~——f. Maps, aerial photos, site plans or other graphic descriptions of the project site that demonstrate access, surrounding land uses, and related property information.~~

~~—— Site plans must show:~~

~~—— i. Present conditions, land uses, and ownership;~~

~~ii. Proposed private and public development including clear identification of where the funds are to be spent.~~

~~g. An analysis of the impact of the project on the Village's economic and fiscal base, e.g., property tax increments, State sales and income tax return, payroll increments, retail sales increase, etc.~~

~~h. The record of the developer/firm in carrying out past projects, or experience and information regarding ability to successfully complete the project.~~

~~i. Financial statements of the borrower/applicant (most recent and last three years).~~

~~j. Private loan applications, if available.~~

~~k. Identification of training programs or other opportunities for employees.~~

~~l. Evidence that the proposed project is consistent with Village-wide development plans and programs.~~

~~**V. Criteria For Selection:**~~

~~**1. General**~~

~~Loan assistance will be made available in order to achieve the greatest conformance to public program and policy objectives. To be considered for project selection, a proposal must at the minimum have a firm private commitment (equity/private lender funds) of 2.0 private dollars, unless the Village Board makes a specific finding of necessity for a lower ratio. To 1.0 public dollars. If other public funding is required, this amount will not enter into the leverage ratio, but firm public commitments are necessary to be considered for loan assistance. (Ord. 4464, 2-16-09)~~

~~**2. Requirements which must be met to be considered for loan assistance**~~

~~— a. A firm private commitment— No projects will be funded unless there is a firm private commitment to finance and carry out the project. The private commitment must have a clear, direct relationship to the activities for which funding is being requested.~~

~~— b. Leveraging ratio— Each project considered for selection for funding must have a leveraging ratio of at least 2.0 to 1.0. Unless the village board makes a specific finding of necessity for a lower ratio. (Ord. 4464, 2-16-09)~~

~~— c. A firm commitment of public resources— If a project requires a commitment of other public resources, then it must be a firm public commitment.~~

~~— d. Project costs will include, for purposes of computing the leverage ratio:~~

~~— • Fixed assets (land, building, improvements, capital equipment).~~

~~— • New private investments, contingent upon Village participation.~~

~~— • Projects within the corporate boundaries of Village.~~

~~— e. The amount of the leveraging ratio— In selecting projects for funding, the Village will consider whether the amount of private leverage to be generated by a given project is greater than that of other projects. In other words, the higher the leveraging ratio, the more likely it is that the project will be selected for preliminary approval. Recapture of Village funds for a second use increases the private leverage thereby making a project more competitive. The minimum leveraging ratio is 2.0 to 1.0 (private dollars to public dollars), unless the Village Board makes a specific finding of necessity for a lower ratio. (Ord. 4464, 2-16-09)~~

~~— f. The impact of the proposed project on the fiscal base of the community— The fiscal impact of the proposed project will be measured by the annualized increase in real estate and other taxes such as corporate, sales or income taxes accruing to the Village as a result of the project's implementation. In selecting projects for funding, the Village will consider whether a~~

~~given project will generate a greater amount of net new annual tax revenues in relationship to the requested public funds amount than other projects.~~

~~—g. The impact of the proposed project on the physical conditions of the community The Advisory Board will assess the impact of each project in relation to other uses within the Village.~~

~~—h. The impact of the proposed project on the economic conditions of the community The creation of new jobs, payroll, and jobs retained.~~

~~—i. The likelihood of accomplishing the project in a timely fashion within the total resources which will be provided Events such as the status of land assembly, zoning permits, any necessary historic or environmental clearances will be considered. The Village requires projects to be completed within a two year period from the date of announcement of preliminary funding approval.~~

~~—VI. Village Review and Action on Applications~~

~~—1. Economic Development Advisory Board~~

~~—An Advisory Board will be appointed by the President and Board of Trustees. The Economic Development Advisory Board will consist of eleven individuals who will meet and be authorized to recommend the loan and/or other Village participation which satisfied program and application criteria described above. The Advisory Board shall render a decision within three weeks if all necessary application and supporting information has been provided. (Ord. 3596, 2-4-02)~~

~~—2. Village Staff~~

~~—Village staff shall coordinate the activities of the Economic Development Advisory Board and its subcommittees, and coordinate the bringing of proposals, supported by necessary documentation, to the Advisory Board. (Ord. 3596, 2-4-02)~~

~~— 3. Preliminary Approval~~

~~— Subsequent to review of application materials and necessary documentation, the Economic Development Advisory Board shall issue preliminary approval to an applicant. The above constitutes the first step in a process which a result in a signed, legally binding agreement between the Village and developer/firm. The terms and conditions of the agreement are not finalized until the applicant and the Village have set forth a reasonable schedule for submission of the legally binding commitments between all parties involved that meet each and every condition set forth in the agreement.~~

~~— Legally binding commitments which must be evidenced include, but are not limited to:~~

~~— a. All government approvals and permits necessary for the commencement of activities described in the application;~~

~~— b. Title to all land necessary to the project (or valid leases);~~

~~— c. A redevelopment agreement to be entered into between applicant and the Village which sets forth:~~

~~— • necessary applicant activities~~

~~— • amount and sources of financing~~

~~— • time schedule for accomplishment of activities~~

~~— • necessary public activities~~

~~— • loan agreement~~

~~— d. Written certification from a private lender certifying that the amount stated in the application is available for financing of the project;~~

~~— e. Evidence of private equity funds in amounts and available as set forth in legally binding commitments described above.~~

~~—Draw down of the Loan Fund shall be contingent upon legal review and approval of legally binding commitments described above.~~

~~—**VII. Project Amendment and Revisions:**~~

~~—If revisions to the application subsequent to the preliminary approval are significant, e.g., if they alter the scope, location, scale, or timing of the project, the following procedures must be followed:~~

~~—a. New or significantly altered activities must meet criteria for selection at the time of request for amendment;~~

~~—b. Additional information necessary to the application re: proposed revisions must be submitted to the Village Staff; (Ord. 3596, 2-4-02) and~~

~~—c. The Economic Development Advisory Board must be notified in writing and consider the project/application in its revised form, per requirements of Section VI. (Ord. 1648, 2-25-87)~~

~~*EXHIBIT 1*~~

~~—SAMPLE APPLICATION~~

~~—SAMPLE~~

~~—VILLAGE OF ORLAND PARK~~

~~—ECONOMIC DEVELOPMENT REVOLVING LOAN APPLICATION~~

~~*APPLICATION INDEX*~~

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~~—————~~ ***EXHIBITS***

- ~~———— 1. Property Information~~
- ~~———— 2. Form of Property Control~~
- ~~———— 3. Cost Estimates~~
- ~~———— 4. Lender Commitment~~
- ~~———— 5. Borrower Commitment~~
- ~~———— 6. Financial Information~~
- ~~———— 7. Business Projections~~

A. APPLICATION PROCEDURES AND INFORMATION

~~— 1. **Notice of Receipt of Application**~~

~~—The Economic Development Advisory Board (EDAB) will notify the applicant that the application has been received and is acceptable for processing. The EDAB will also initially review the application and make recommendations to the Advisory Board of Trustees.~~

~~— 2. **Review and Preliminary Approval**~~

~~—EDAB will review all applications which are deemed acceptable for processing in accordance with Program Regulations. If a project received preliminary approval, the action will be announced by the EDAB, and a preliminary application approval letter will be mailed to the applicant by EDAB, stating the amount of the funds. If the proposed project is no, approved, the~~

~~applicant will be provided with an explanation of what changes should be made for reconsideration, or that the application will receive no further consideration.~~

~~3. **Application Format**~~

~~Make all requests for Orland Park participation according to the format described in the application. Submit a separate application for each proposed project, bind each copy of the application and attach all necessary exhibits. Applications should conform to the index and instructions as described herein.~~

~~4. **Submission of Applications**~~

~~Forward the original and two copies of the application to:~~

~~Economic Development Director~~

~~Village of Orland Park~~

~~14700 Ravinia Avenue~~

~~Orland Park, Illinois 60462~~

~~5. **Amendments and Additions to the Application**~~

~~Applications should be fully documented, but applicants may provide, or may be asked to provide, additional clarifying information during review. Copies of any additional information must be provided to the EDAB when requested.~~

~~VILLAGE OF ORLAND PARK~~

~~ECONOMIC DEVELOPMENT REVOLVING LOAN APPLICATION~~

~~APPLICATION # _____~~

B. SUMMARY INFORMATION:

~~1. Legal Name and Address of Applicant:~~

Name _____

Address _____ City _____ State _____ Zip Code _____ County _____

_____ () _____

Contact Person _____ Title _____ Telephone Number _____

2. Type of Project: Industrial _____ Commercial _____

Retail _____

3. Type of

Business: _____

4. Federal Tax ID Number or Borrower's Social Security Number

(Please check the appropriate category)

5. Form of Organization of Borrower(s):

a. _____ Individual Proprietorship

b. _____ Partnership: _____ General _____ Limited

_____ Illinois _____ Other State _____

c. _____ Corporation: _____ Private _____ Public

_____ State of Incorporation _____ Date: _____

d. _____ Other: _____

~~6. Is the Company Wholly or Partly Owned by Any Other Business?~~

~~_____ No _____ Yes _____ (Explain) _____~~

~~_____~~

~~7. Village of~~

~~Orland Park Loan Requested \$ _____~~

C. PROJECT DESCRIPTION

~~1. Project Location~~

~~Address _____~~

~~Site Size _____~~

~~Building(s) Size _____~~

~~* Attach as Exhibit 1 legal description, real estate tax index numbers, and survey or site plan, if available.~~

~~2. Nature of the project (acquisition of buildings, machinery, new construction or rehabilitation, business expansion or development). Describe in one paragraph (if commercial project, indicate lead tenant(s) or users identified to date).~~

~~3. Reasons for use of Village of Orland Park Loan. (Why is the Loan necessary to your company or project).~~

~~4. Sources and Uses of Funds~~

~~Amount of Village of Orland Park Loan \$ _____~~

~~_____ Village of Orland Park~~

~~_____ Total Uses Loan Debt Equity~~

~~Use~~

~~Purchase of Land~~ \$ _____
~~Purchase of Existing Facility~~ \$ _____
~~Rehabilitation~~ \$ _____
~~New Construction~~ \$ _____
~~New Machinery and Equipment~~ \$ _____
~~Used Machinery and Equipment~~ \$ _____
~~Legal/Accounting Fees~~ \$ _____
~~Architect/Engineering Fees~~ \$ _____
~~Financing Fees~~ \$ _____
~~Contingency/Others~~ \$ _____
~~Totals~~ \$ _____

~~* Attached form of property control (option, contract, lease, fee simple, etc.) to application as Exhibit 2.~~

~~* Attach estimates of machinery, rehabilitation, or construction to applicant on as Exhibit 3.~~

~~5. Private Lender~~

~~Amount of Loan _____ Rate/Term _____~~

~~Lender _____~~

~~Address _____~~

_____ Contact

Person _____

_____ Phone

Number _____

_____ * Attach lender commitment as Exhibit 4.

~~6. Source of Equity~~

~~Equity Amount _____ Source _____~~

~~* Attach borrower commitment as Exhibit 5.~~

~~Funds will be provided only if entities described in Sections 5 and 6 above offer firm commitments to participate and each such entity demonstrates that it has the financial capacity to deliver the resources to which it has committed. Provide evidence of both firm commitment and financial capacity.~~

~~All commitment letters required in this part should include the general provisions below:~~

~~_____ State that the signator has the authority to commit his/her organization. Ordinarily this means the chairman of the Advisory Board or the chief executive officer of a financial institution or corporation, the general partner of a limited partnership, the chief executive or governing body of a governmental agency, and the appropriate state agency representative.~~

~~_____ Attach copy of corporate resolution (with corporate seal affixed) indicating that signators with borrowing authority are identified.~~

~~_____ Specify the size or amount, the terms and conditions of the commitment, and the uses, purpose, and timing of each part of the investment.~~

~~_____ Where applicable, include the signator's commitment to provide a specified number and type of jobs, and the scheduling of when the employment is to take place.~~

~~—In addition to the general provisions, lender commitment letters should include:~~

~~—a. Description of the type of loan (e.g., first mortgage, permanent financing, construction financing, etc.) which the lender is making; the amount and status (approved, conditionally approved) and the commitment letter should state any special conditions of the loan.~~

~~—b. The normal condition such as the amount of the loan, the interest rate, the term, and the collateral (i.e., first mortgage, chattel mortgage).~~

~~—c. Statement that the loan has completed all necessary requirements of the approval process of the lender, e.g., approval of loan committee.~~

~~—If the issuance of bonds is involved in the financing of the proposed project, attach the following:~~

~~—a. A copy of the inducement resolution from the issuing entity.~~

~~—b. A letter from the proposed underwriter or investor committing to purchase the bonds. Such letter must include the amount and use of bond funds, and all terms and conditions of purchase.~~

D. BORROWER INFORMATION

~~—1. Background of Borrower (briefly describe the Borrower's experience within the industry or similar projects and management and personnel responsible for project implementation).~~

~~—2. Attach the latest financial statement (dated within three (3) months of application date) as well as last three (3) years financial statements as Exhibit 6.~~

~~—3. Attach business projections as Exhibit 7.~~

E. VILLAGE OF ORLAND PARK LOAN REQUEST

~~—1. Amount of Loan~~

~~requested \$ _____~~

~~—2. Proposed~~

~~term _____~~

~~—3. Proposed amortization~~

~~schedule _____~~

~~—4. Proposed~~

~~rate _____~~

~~—5. Collateral~~

~~—6. Other terms and conditions~~

F. MARKET INFORMATION

~~—Complete the following questions— if more space is required, attach relevant information.~~

~~—1 Why did you select the proposed location?~~

~~—2 What is your target market. e.g., major customers, suppliers?~~

~~—3 If your firm is expanding, what are the reasons for increased business?~~

G. JOB AND TAX ESTIMATES

Permanent Job Projection

| | Full Time | Part Time | Estimated |
|--|-------------|-------------|----------------|
| | <u>Jobs</u> | <u>Jobs</u> | <u>Payroll</u> |

() Number of jobs projected for

the project after completion

— of the project.

— One year after completion _____

—

— Two years after completion _____

_____ Total _____

-

_____ Basis for estimate:

(1) Number of jobs currently _____

_____ at project site (net out

_____ from (1) if project jobs

_____ are not retained)

_____ (3) Number of Shifts _____

Construction Job Projection

_____ Projected Total Construction Jobs _____

Tax Revenues

_____ (1) Basis for real property tax assessment:

_____ Acquisition cost (or current market value

_____ of the property) _____ \$ _____

_____ Estimate of improvements _____ \$ _____

_____ Total _____ \$ _____

_____ (2) Basis for sales tax estimates (utilize

_____ conservative assumptions and describe

_____ methodology used to calculate sales taxes):

_____ Annual sales tax revenues * _____ \$ _____

_____ * Indicate whether the figure is an average over a number of years.

H. PROJECT SCHEDULE

~~Using the format below, document the projected schedule for completion. If the proposed project has more than one Phase, replicate and complete the form for each Phase.~~

~~_____ Estimated
_____ Project
_____ Start _____ Complete _____ Expenditure~~

~~s~~

- ~~—Property Acquisition~~
- ~~—Private Construction or Rehab~~
- ~~—Equipment Purchase~~
- ~~—Job Creation~~

I. ANNUAL FOLLOW-UP

~~(The follow-up form must be returned to the Economic Development Advisory Board twelve (12) months after approval of the loan. This is to inform the Village and the Advisory Board of the borrower's progress and conformance with activities contained within the application).~~

~~—Project Information~~

~~—1 Name of~~

~~Borrower _____~~

~~—2 Address of~~

~~Borrower _____~~

~~—3 Contact Person _____ Phone~~

~~No. _____~~

~~—4 Project Location (if different from~~

~~2. _____~~

~~5 Jobs~~

~~Actual Estimated Jobs~~

~~Application Estimates Jobs to Date Over Next 12 Months~~

~~6 Taxes~~

~~Taxes Projected in Application Actual Next 12 Months~~

~~Real Estate Taxes:~~

~~Sales Taxes:~~

~~7 Investment~~

~~Investment Estimate Actual Investment~~

~~In Application To Date Next 12 Months~~

~~Submitted By: _____~~

~~Date: _____~~

SAMPLE

_____ Re: (project name)

~~Dear (developer/firm):~~

~~The _____ (lender) commits to provide a loan* in an amount not to exceed \$~~

~~to _____ (borrower) for purposes of (project~~

~~description) located~~

~~at _____ (address), Orland Park, Illinois.~~

~~The terms of the loan are as follows:~~

~~— Maturity~~

~~— Amortization Schedule/Repayment Schedule~~

~~— Interest Rate~~

~~— Prepayment~~

~~— Finance Fees~~

~~— Security~~

~~— Guarantees (if necessary)~~

~~— Other terms as set forth by the lender~~

~~This loan commitment is subject to the following terms and conditions:~~

~~(Describe the conditions under which the lender is making the commitment. For purposes of the Village review, all conditions precedent must be satisfied in order for the Village to commit its funds. An acceptable outstanding contingent condition would be the developer's receipt of Village funds.)~~

~~Sincerely,~~

~~Title~~

~~Lending institution/firm~~

~~Accepted by the Borrower:~~

_____ Date _____

~~Signature~~

~~Title~~

~~*Should tax exempt securities (IRBs), be utilized, the lender would commit to purchase the tax-exempt securities.~~

SAMPLE BORROWER COMMITMENT

~~_____~~, 1987

~~—Subject to the Village's participation of \$_____ per the Business Finance Plan, the undersigned agree to the following investments as described:~~

~~(The Borrower would list the:~~

~~— location of the project~~

~~— control of the site~~

~~— project costs and proposed sources of funds, all identified clearly. Also include terms of repayment if _____ revolving loan fund used).~~

~~—As a result of the development described above, the undersigned will commit its best efforts to create (retain) jobs over a month/year period (a brief explanation of the rationale for projections is to be included).~~

~~—The Village participation is necessary for the borrowing reason(s).~~

~~—(the reasons for the Village participation must be included as well as an attached application that contains _____ all necessary project information).~~

~~—The undersigned is willing to sign a legally binding commitment upon award of the funds.~~

~~—As title of the signator, the undersigned has the authority to commit the organization. As a result of the receipt of the Village funds in an amount of~~

~~\$_____ the above described investments, job creation and~~

~~operations month period would occur within the Village of Orland Park over a _____ month period beginning _____ and ending _____.~~

~~—Sincerely,~~

~~—Title~~

~~—Company/Organization~~

~~—EXHIBIT 2~~

~~—WEIGHTING CRITERIA/REVIEW MECHANISM~~

Evidence of Meeting

Public Policy Objectives

~~—The enclosed form is a review mechanism for determining the priorities of various projects submitted to the Village by developers or firms. The form is a scoresheet whereby each project would be rated numerically on the basis of meeting program and public policy objectives. Basic public policy objectives are:~~

~~—I. The improvement of the overall tax base (property taxes, sales and income taxes returned to the Village).~~

~~—II. A tax revenue/return analysis that insures the tax burden for residents will be favorable.~~

~~—III. The leverage of private dollars and investments by public dollars.~~

~~—IV. Location within designated areas.~~

~~—V. New jobs created over the course of the project.~~

~~—If the individual project were to meet all objectives completely (on the basis of a high evaluation score), Village funds would be able to be applied to the project given the developer/firm's request and willingness to enter into legally binding commitments. If a project did not meet any of the above objectives, or did so minimally, no participation or a reduced level of participation would be recommended.~~

Priority Score ————— Ranking

— High ————— Top Tier — Preferred projects

(75-100 pts.)

— Moderate ————— Middle Tier — Given limited resources

(25-74 pts.)

— Low ————— Bottom Tier — Marginal projects,

(0-24 pts.) ————— less return with respect to Village objectives

— Basically, the scores represent priority rankings among alternative projects. Only Top Tier and Middle Tier projects would be acceptable to the Village based upon their relative ranking. The major criteria area of concern will relate to repayment of the Village proceeds. Secondary ranking criteria are concerned with job creation or retention and location in designated areas. The Economic Development Loan Program recognizes the importance of development projects, but requires that the use of Village funds be as fiscally responsible as possible. Projects which can produce a substantial tax increment or repay loan proceeds are rewarded with more points, allowing them to move into the top tier.

Basis Program Qualifications

— 1. The eligible project costs are restricted to:

— • fixed assets (land, building, capital equipment)

— • new private investments

— • projects within the corporate boundaries of Orland Park

— 2. (a) How permanent jobs are created as a result of the project; or

— (b) Jobs are retained by the project.

— 3. Focus will be on designated areas:

~~—• Village Center Complex~~

~~—• Industrial and Office Development in the Southwest Sector~~

~~—Points outside of the designated areas will be eligible, but in order to obtain maximum leverage of resources, these areas will be highlighted.~~

~~—4. The developer/firm demonstrates:~~

~~—• firm lender and equity commitments~~

~~—• a letter of commitment re: Job creation, investments~~

~~—• cooperation with Village staff and the Economic Development Advisory Board~~

~~—5. The return of the Village in the form of either tax dollars, jobs or other measures must be significant to warrant Village participation.~~

~~—As a minimum, each project would have to meet the above objectives in order to qualify for the Economic Development Loan Program. Should a project meet the objectives, review utilizing this form, and other supporting data, would commence.~~

~~*Scoring Criteria*~~

~~Base Criteria~~

| Maximum Points | Criteria | Score |
|---------------------------|---|------------------|
| 20 | 1) Revenue/Return Analysis* | |
| | a) Debt Service Coverage Ratio | |
| | less than 1.0x | 0 |
| | b) Debt Service Coverage Ratio | |
| | 1.0x to 1.24x | 5 |
| | c) Debt Service Coverage Ratio | |
| | 1.25x to 1.50x | 10 |

~~_____ d) Debt Service Coverage Ratio~~

~~_____ 1.51x to 2.0x _____ 15~~

~~_____ e) Debt Service Coverage Ratio~~

~~_____ greater than 2.0x _____ 20~~

~~15 _____ 2) Leverage Ratio Utilization of~~

~~_____ Public Loan Funds Expressed as~~

~~_____ Ratio of Private Dollars to Public Dollars~~

~~_____ a) Less than 3.0 to 1.00 _____ 0~~

~~_____ b) 3.0 - 3.9 to 1.05 _____ 5~~

~~_____ c) 4.0 - 4.9 to 1.0 _____ 10~~

~~_____ d) 5.0 or greater to 1.0 _____ 15~~

~~10 _____ 3) Increase in Annual Sales and~~

~~_____ Other Non-property Taxes to Village~~

~~_____ a) Less than \$5,000 _____ 0~~

~~_____ b) \$5,000 to \$9,999 _____ 5~~

~~_____ c) Greater than \$10,006 _____ 10~~

~~10 _____ 4) Increase in Real Property Tax~~

~~_____ Base to Village~~

~~_____ a) 0-10% _____ 0~~

~~_____ b) 11-25% _____ 5~~

~~_____ c) 26% or greater _____ 10~~

~~* Refer to attached methodology.~~

Scoring Criteria (cont)

| Maximum Points | Criteria | Score |
|----------------|-------------------------------------|-------|
| 10 | 5) Interest Rate Requested on Loan | |
| | a) Less than 3% | 0 |
| | b) 3% to 5.9% | 5 |
| | c) 6% or above | 10 |
| 10 | 6) Permanent Job Creation/Retention | |
| | Per \$1,000 Loan Requested From | |
| | Village (all expressed as full time | |
| | equivalent) | |
| | a) Less than 50 | 0 |
| | b) 50-100 | 5 |
| | c) 100 or more | 10 |
| 75 | TOTAL BASE CRITERIA | |

Priority Criteria

| Maximum Points | Criteria | Score |
|----------------|-----------------------------------|-------|
| 10 | 1) Project located in designated | |
| | area of Village | |
| 5 | 2) Project likely to result in | |
| | additional commercial development | |
| | in designated area of Village | |
| | (opinion of certified planner | |
| | to this effect) | |
| 5 | 3) Project likely to diversify | |

~~tax base of Village by adding
business/services currently not
significant in Village (opinion
of financial consulting firm to
this effect)
5 4) Firm employees less than 50
persons~~

~~25~~ **TOTAL PRIORITY CRITERIA**

METHODOLOGY: REVENUE/RETURN ANALYSIS

Steps

~~A. Real Estate Taxes:~~

~~1. Compile detailed list of improvements or increments to real property:~~

~~Architect certified cost of improvements (rehabilitation, construction, fixtures).~~

~~Increments in value due to change in assessment percentage, i.e., from property assessed as vacant to commercial/industrial.~~

~~Other changes that would be reflected in tax bill (based upon current or more recent tax bill).~~

~~2. Determine value of tax increment based upon data collected in 1) plus most recent tax information.~~

~~3. Calculate projected property tax increment; include project schedule and the timing of estimated revenue streams.~~

~~B. Other Taxes:~~

~~—1. Estimate income or sales taxes that would be returned to the Village (based upon current formulas utilized by the State of Illinois Department of Revenue).~~

~~—2. Determine combined value of tax increments utilizing conservative assumptions for 1).~~

~~—C. Revolving Loan Repayment~~

~~—1. Calculate the loan repayment based upon the requested (per the application):~~

~~——— interest rate~~

~~——— term~~

~~——— amortization schedule~~

~~——— amount~~

~~—2. Determine annual debt service to be repaid by the firm/developer.~~

~~—D. Estimated Debt Service:~~

~~—Calculate municipal debt service payments (based upon current market assumptions); per the amount of Village proceeds committed to the project.~~

~~—E. Revenue/Return Analysis~~

~~—1. Add all estimated revenues to be returned to the Village (steps A-C).~~

~~—2. Net out expected abatements.~~

~~—3. Divide estimated revenues by estimated Debt Service (step D) to obtain debt service coverage ratio. Assign scoring weights accordingly. (Ord. 1648, 2-25-87)~~

Small Business Scoring Criteria

Note: Only businesses employing 50 people or less and requesting a loan of \$100,000 or less will be eligible for Small Business Scoring Criteria. Branch offices or subsidiaries of larger firms would not qualify if total employment exceeds 50 people— Small businesses will utilize

the Base Criteria below (maximum score: 75 points), but will utilize the same Priority Criteria (maximum score: 25 points) along with other loan applicants.

Base Criteria

~~Maximum Points~~ ~~Criteria~~ ~~Score~~

~~20~~ ~~1) Revenue/Return Analysis*~~

~~a) Debt Service Coverage Ratio~~ ~~0~~

~~less than 1.00X~~

~~b) Debt Service Coverage Ratio~~

~~1.0x to 1.24x~~ ~~5~~

~~c) Debt Service Coverage Ratio~~

~~1.25x to 1.50x~~ ~~10~~

~~d) Debt Service Coverage Ratio~~

~~1.51x to 2.0~~ ~~15~~

~~e) Debt Service Coverage Ratio~~

~~greater than 2.0x~~ ~~20~~

~~15~~ ~~2) Leverage Ratio Ratio of Private Dollars~~

~~to Orland Park Revolving Loan Fund Request~~

~~a) 3.0 to 1.0~~ ~~5~~

~~b) 3.1 - 4.9 to 1.0~~ ~~10~~

~~c) 5.0 or greater to 1.0~~ ~~15~~

~~15~~ ~~3) Permanent Job Creation~~

~~a) 5% to 20% increase in new jobs~~ ~~5~~

~~b) 21% to 50% increase in new jobs~~ ~~10~~

~~_____ c) 50% increase or greater in new jobs _____ 15~~

~~* Debt Service coverage ratio is based upon comparison to 50% of the prime interest rate at time of~~

~~application submission and acceptance. (Ord., 1798, 8-15-98)~~

~~10 4) Small Business Expansion**~~

~~a) Existing business is expanding _____ 10~~

~~operations with Orland Park~~

~~_____ b) Business is locating within _____ 10~~

~~_____ Orland Park in order to expand~~

~~_____ Operations~~

Small Business Scoring Criteria (cont.)

Base Criteria

~~Maximum Points Criteria _____ Score~~

~~10 5) Small Business/Entrepreneur~~

~~_____ Related Criteria~~

~~_____ a) Owner(s) of business concern _____ 5~~

~~_____ is the operations manager~~

~~_____ or chief executive officer~~

~~_____ b). Owner of business concern has _____ 5~~

~~_____ developed product through~~

~~_____ patents, copyrights, specific~~

~~_____ technical or production features~~

~~_____ are unique to the applicant,~~

~~———— e.g., licensing agreements~~

~~———— 6) New construction~~

~~———— a) New construction of facilities ————— 5~~

~~———— Is part of project budget.~~

~~— 75 **TOTAL BASE CRITERIA**~~

~~** Expansion demonstrated by larger amounts of square footage required, historic of sales and employment growth, or one or more facilities. (Ord. 1798, 8-15-88)~~

1-13-5 Economic Development Revolving Loan Fund

The Village of Orland Park's Economic Development Revolving Loan Fund (RLF) was established in 1987 as an incentive for targeted businesses to locate or expand in the Village.

Maximum loan amounts are received on a case by case basis. Interest is charged at half of prime rate at either the time a complete application is received or at closing, whichever rate is lower at the time the closing papers are prepared. Legal and financial-analysis fees for loan initiation only incurred by the Applicant are paid by the Village, however, all other loan closing costs will be deducted from final loan disbursement.

Requests for loans are evaluated by the Village's Economic Development Advisory Board (EDAB) against public policy objectives established for the RLF program, including the level of private investment, job creation, and new tax generation. Eligible projects include acquisition of real property, installation of utility infrastructure, construction or expansion of commercial or industrial buildings, and purchase of equipment. Funds for construction activities are available as a permanent loan upon completion of construction. Village funds are not available for working capital.

1-13-6 Qualifications for the Revolving Loan Fund

To be eligible for a loan a project must meet all of the following minimum qualifications:

1. The funds must be used for the purchase or construction of fixed assets such as land, buildings, and capital equipment. Funds cannot be used for working capital. Refinancing an existing RLF loan will be considered only when there is substantial benefit to the Village or if the applicant can demonstrate that a hardship exists.
2. The project must be located within the village limits of Orland Park. Preference is given to non-retail projects located in designated industrial areas.
3. The project must create or retain permanent office, industrial, warehouse, distribution, or related jobs.
4. The developer or company must demonstrate firm lender and equity commitments, sign a letter of commitment regarding investment and job creation, and cooperate with Village staff and the EDAB.
5. Office, industrial, warehouse, distribution, and related businesses are given preference in reviewing loan requests. Retail establishments and restaurants will be considered but are given second priority.
6. The applicant must be able to demonstrate that the project would not be feasible without the Village loan. The project must not begin until the loan is given final approval by the Village Board or a preliminary Resolution of Intent is approved by the EDAB; commencement of the project prior to approval will disqualify the loan request from consideration.
7. The benefit to the Village in the form of tax dollars, jobs, or other measures must be significant enough to warrant Village participation.

1-13-7 Review and Recommendation

Once a completed application has been received, the loan request will be scheduled for

consideration at the next regularly scheduled EDAB meeting. Meetings are generally held once every quarter at Orland Park's Village Hall.

In reviewing the merits of the request, the EDAB gives consideration to the following factors:

1. The enhancement of the overall tax base, including property taxes returned to the Village
2. Diversification of the property tax base through construction of new office, industrial, warehouse, distribution, and related facilities
3. A tax revenue/return analysis that insures the tax burden for residents will be favorable
4. Encouragement of private investment through these public loan dollars
5. Location of projects within areas of the Village targeted for industrial and commercial growth
6. Creation or retention of quality full-time permanent jobs over the course of the project and beyond.
7. Adequate credit worthiness of the loan
8. Conformance of the project to Village land-use and economic development goals, policies, and objectives

1-13-8 Approval of Loan Request

Following review of the application, the EDAB will make a recommendation to the Board of Trustees to approve or deny the loan. If a request receives preliminary approval from the EDAB, a preliminary approval letter will be mailed to the applicant, stating the level of funding and any conditions of the loan. If the request is not approved, the applicant will be provided with an explanation of what changes should be made for reconsideration, or an indication that the application will receive no further consideration by the EDAB.

The loan request, along with the EDAB's recommendation, will be forwarded to the Village Board of Trustees, who will make a final determination to approve or deny the loan request at a regular Board meeting. The project must not commence until the Village Board gives final approval for the loan or the EDAB grants preliminary approval of a Resolution of Intent.

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|---|
| File Number: | 2017-0512 |
| Orig. Department: | Village President |
| File Name: | Public Participation at Meetings of the Village Board or any of its Committees, Commissions or Advisory Boards - Discussion Only |

BACKGROUND:

In October of 1993 the board passed Ordinance No: 2456 - ESTABLISHING RULES, ORDER OF BUSINESS AND PROCEDURE FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK. In Section 28 I of said ordinance, the rules regarding public comment were vague.

In 2014, the board requested that a policy be written regarding public participation at meetings. Although, the policy was followed, the board had not taken any formal action to adopt the policy and have it be part of the village code.

Attached is the policy that was prepared at that time. There have been some changes made as indicated within the document. Once the board gives direction on which policy they would like to adopt, staff will amend the village code to incorporate the policy. This would then be brought back to the August 7th Board of Trustees meeting for formal approval.

BUDGET IMPACT:

None

REQUESTED ACTION:

Discussion Only

Board Policy: Public Participation at Meetings of the Village Board or any of its Committees, Commissions or Advisory Boards

The Board of Trustees, herein defined to include its Committees, Commissions and Advisory Boards, of the Village of Orland Park welcomes public participation and will hear any interested individual pursuant to the guidelines outlined in this policy. ~~Therefore, at the “Non-Scheduled Citizens and Visitors” portion of the Agenda of each meeting, a period of time not to exceed 30 minutes will be devoted to concerns presented by the public.~~ Before appearing before the Board, the members of the public are urged to seek solutions to their concerns through administrative channels. If there are no members of the public wishing to address the Board, the Board may continue with its meeting.

The following rules shall govern speakers who address the Board:

1. ~~Members of the public wishing to speak are asked to call the Village Manager before 4:30 p.m. on the day of the meeting and provide their names, addresses and topics on which they wish to speak. If applicable, the individual will provide the organization or association with which they are affiliated. NOTE: Members of the public will not be allowed to discuss individual personnel issues or confidential resident matters, and the speakers’ concerns or comments should be limited to Village business. No public comments shall be heard on behalf of or opposed to a candidate for public office nor on any matter that may be subject to discussion by the Board in closed/executive session in accordance with the Open Meetings Act.~~
2. The time allowed for each person to speak will be three (3) ~~five (5)~~ minutes. Speakers are asked to strictly adhere to time allocated.
3. Speakers must identify themselves and their topic(s) before speaking.
4. Speakers may provide written copies of their concern to the Board.
5. Groups are asked to designate a single spokesperson.
6. Board members will ~~generally not respond~~ may or may not respond to comments from speakers. The Village President or other presiding officer may respond as appropriate and, for example, direct speakers to the appropriate staff member for assistance. Issues requiring possible action by the Board may be added to a future agenda. Issues that may need to be addressed by the administration will be duly noted.
7. Abusive language and/or personal attacks will not be permitted and shall promptly be ruled out of order by the Village President or other presiding officer.

8. Speakers at special meetings shall limit their topics to matters appearing on the special meeting agendas.
9. Individuals addressing the Board must at all times adhere to the Village policies and other rules as may be necessary for the efficient and orderly conduct of the meeting.
10. ~~The thirty minute time limit and/or five minute maximum per speaker may be extended by the Village President or other presiding officer.~~

The Board vests in the Village President or other presiding officer, the authority to terminate the remarks of speakers who fail to adhere to the above rules.

All public comment shall be addressed to the Board as a whole and no comments shall be addressed to individual members of the Board, Village staff or other members of the public.

There shall be no debate on any matters raised during public comment. The Board may, however, refer any matter of public comment to the Village Manager, Village staff, an appropriate agency for review, or may place the matter on a subsequent agenda for discussion.

No final action may be taken on any public comment or concern which requires an ordinance, resolution, or written contract, or which has the effect of approving any expenditure of funds. The Board may, however, direct that any matter raised on these subjects be set for a future agenda, including the preparation of ordinances, resolutions or other documents for consideration at such time.

VILLAGE OF
ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

Ordinance No: 2456

File No: 930411

AN ORDINANCE ESTABLISHING RULES, ORDER OF BUSINESS AND
PROCEDURE FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND
PARK, COOK COUNTY, ILLINOIS

VILLAGE OF ORLAND PARK
COOK COUNTY, ILLINOIS

Published in pamphlet form this October 5, 1993, by authority of the President and
Board of Trustees of the Village of Orland Park, Cook County, Illinois.

VILLAGE OF
ORLAND PARK

STATE OF ILLINOIS, COUNTY OF COOK

ORDINANCE NO: 2456

AN ORDINANCE ESTABLISHING RULES, ORDER OF BUSINESS AND PROCEDURE FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS

BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook County, Illinois, that the following shall be the rules, order of business and procedure for the conducting of business by the Board of Trustees:

SECTION 1

MEETINGS OF THE BOARD OF TRUSTEES. The regular meetings of the Board of Trustees shall be held on the first and third Mondays in each month at the hour of 7:00 p.m., Central Standard Time, in the Board Room of the Frederick T. Owens Village Hall, 14700 S. Ravinia Avenue, Orland Park, Illinois, unless otherwise ordered by the Board of Trustees in the manner provided by law. During that portion of the year when Daylight Savings Time may be in effect in the Village of Orland Park, the said meeting shall be at the hour of 7:00 p.m., Central Daylight Savings Time.

Any regular meeting falling upon a legal holiday may be held on said date, may be omitted, or may be held at such time as the Board of Trustees shall designate in the schedule of meetings required to be posted for each calendar or fiscal year in that certain Act entitled, "Open Meetings Act," approved July 11, 1957, as amended. The date of any regular meeting may be changed by the Board of Trustees as provided in said Act.

Special meetings may be set at a regular meeting or may be held at any time on call for the same by the President or any three or more Trustees; such call shall be communicated to the Village Clerk, who shall proceed immediately to prepare notices of the same, and shall cause them to be served on the President and other members of the Board of Trustees in person or by leaving a copy at their place of residence at least twenty-four (24) hours before the time of meeting except in the case of a bona-fide emergency; such notices shall describe in brief the nature or objects of the call. Notice of an emergency meeting shall be given as soon as practicable prior to the holding of the meeting. Notice of any special meeting shall also be given by the Village Clerk to any news medium entitled to receive such notice as provided in the aforesaid Open Meetings Act. At every special meeting, the call for the same shall be read and afterwards filed by the Village Clerk; and no

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business other than that proposed by the call shall be in order at such meeting. All meetings shall be held in the Board Room of the Village Hall and shall be open to the public except for those meetings or those portions of meetings that are not required to be open to the public as provided in the aforesaid Open Meetings Act.

SECTION 2

PRESIDING OFFICER. The Village President shall preside at all meetings of the Board of Trustees, and he shall have a vote on all questions presented to the Board of Trustees.

During the absence of the Village President, the Board of Trustees shall elect one of its members temporary chairman. The temporary chairman shall act as presiding officer, and shall vote on all questions on which the vote is taken by "yeas" and "nays," his/her name being called last. The temporary chairman shall only have such powers and duties as accrue to a presiding officer.

SECTION 3

QUORUM. A majority of the corporate authorities shall constitute a quorum to do business. A smaller number, however, may adjourn from time to time and if the members present desire to compel the attendance of absent members, they themselves, or by their agents, shall attempt to communicate the call to the session personally to the absentees.

SECTION 4

ORDER OF BUSINESS. The following order of business shall be followed in all regular meetings of the Board of Trustees unless suspended by a majority of the Trustees present.

At the hour selected for the meeting, the Village Clerk or someone appointed to fill his place, shall proceed to call the roll of the Board of Trustees, mark the absentees and announce whether a quorum is present. If a quorum is present, the meeting shall be called to order, the Village President taking the chair if present, and the Trustees appointing a temporary chairman, if he/she should be absent. If a quorum does not appear, the Board of Trustees shall not thereby stand adjourned unless by the affirmative vote of a majority of the Board of Trustees present. When a quorum is present, the Board of Trustees shall then proceed to the business before it, which shall be conducted in the following order:

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- (1) Call to Order - Roll Call.
- (2) Pledge of Allegiance.
- (3) Approval of the minutes of the last preceding meeting or meetings as published or as amended, if amendment be made.
- (4) Proclamations/appointments.
- (5) Prescheduled citizens and visitors.
- (6) Omnibus vote (consent agenda) on the several questions of the passage of any two or more of the designated ordinances, orders, resolutions or motions placed together for voting purposes in a single group.
- (7) Public Hearings 7:30 p.m.
- (8) Reports and business matters of other Village officers and employees.
- (9) Reports and business matters of special committees.
- (10) Non-scheduled citizens and visitors.
- (11) Board comments.
- (12) Executive session.
- (13) Adjournment.

The Village Clerk shall prepare an agenda for each meeting. For a regular meeting, all Village officers, employees, consultants and members of Advisory Boards and Commissions having business before the Board of Trustees shall communicate with the office of the Village Clerk not later than 12:00 o'clock noon on the Friday preceding said regular meeting indicating what business is to be placed on the agenda. The Village Clerk shall post a copy of said agenda on the bulletin board in the Village Hall not later than 4:00 o'clock p.m. on the Friday preceding the regular meeting. For a special meeting, the agenda shall be posted at the time notice of said meeting is posted on the bulletin board which shall be not later than twenty-four (24) hours prior to the time of convening of said special meeting. Such of the foregoing order of business enumerated in (1) through (13) above as shall be applicable shall be the order of business for a special meeting.

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SECTION 5

PRIORITY OF BUSINESS. All questions relating to the priority of business shall be decided by the Village President or temporary chairman (hereinafter both referred to as presiding officer) without debate, subject to appeal to the members of the Board of Trustees present.

SECTION 6

ORDER IN BOARD OF TRUSTEES' MEETING ROOM. PRIORITY IN POINTS OF ORDER. The presiding officer shall preserve order and decorum and may speak to points of order in preference to other members, and shall decide all questions of order, subject to an appeal to the other members of the Board of Trustees present. In case of appeal, no member shall speak more than once without the unanimous consent of the Trustees present.

SECTION 7

ADDRESSING BOARD OF TRUSTEES' MEETINGS. No person not a member of the Board of Trustees shall address the Board of Trustees without the recognition of the presiding officer and without identifying himself/herself, spelling the name and providing his/her home or business address.

SECTION 8

MAINTAINING ORDER IN BOARD OF TRUSTEES' MEETING ROOM. In case of any disturbances or disorderly conduct, the presiding officer shall have the power to have disorderly persons removed or to require the meeting room to be cleared.

SECTION 9

RECORD OF PROCEEDINGS. The Village Clerk, or someone appointed to so do shall make a full record of the proceedings of the Board of Trustees in a journal as required by statute, which journal shall be the only official record of said proceedings, certified copies of which shall be evidence as provided by statute.

SECTION 10

COMMUNICATIONS. When a Trustee wishes to present a communication, petition, order, resolution, ordinance or other matter, he/she shall first obtain

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recognition by the presiding officer, and shall briefly state its nature, before presenting the same.

SECTION 11

LIMITATION ON DEBATE. No Trustee, without leave of a majority of Trustees present, shall speak more than once upon the same subject, until every Trustee desirous of speaking shall have spoken; and no Trustee shall speak longer than five (5) minutes at any one time except by consent of a majority of the Trustees present.

SECTION 12

CONDUCT OF MEMBERS DURING DEBATE. While a member is speaking, no member shall hold any private discourse.

SECTION 13

VOTING MANDATORY UNLESS EXCUSED. Every Trustee who shall be present when a question is stated from the chair, shall vote thereon unless excused by the Board of Trustees or unless to vote thereon would constitute a legal conflict of interest in which case the Trustee shall abstain from voting or take such other action as is required by law.

SECTION 14

SPECIAL ORDER - HOW MADE. Any matter before the Board of Trustees may be set down as a special order of business at a certain time if a majority of the Trustees present vote in the affirmative, but not otherwise.

SECTION 15

MOTIONS - SECONDING - REDUCTION TO WRITING. No motion shall be put or debated unless it is seconded. When a motion is seconded, it shall be stated by the presiding officer or Village Clerk if requested by any Trustee before debate.

SECTION 16

DIVISION OF QUESTION. If the question under consideration contains several distinct propositions, any member may have the same divided when the sense admits of it.

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SECTION 17

MOVER'S NAME RECORDED. In all cases where a resolution or motion is entered on the minutes of the Board of Trustees, the names of the Trustees moving and seconding the same shall also be entered on the minutes.

SECTION 18

RESOLUTIONS, AMENDMENTS - READING. All resolutions and ordinances, and all proposed amendments to rules or ordinances, before being presented at any board meeting, shall be presented in writing and shall be read aloud only if such reading shall be requested by a majority of the Trustees present.

SECTION 19

PRECEDENCE OF QUESTION. When a motion is under debate, the only motions in order shall be: (1) to adjourn to a day certain; (2) to adjourn; (3) to lay on the table; (4) the previous question; (5) to refer; (6) to amend; (7) to substitute; or (8) to postpone indefinitely or to a day certain. Of these, numbers (2), (3) and (4) shall be decided without debate.

SECTION 20

ADJOURNMENT. A motion to adjourn the Board of Trustees shall always be in order except: (1) when a member is in possession of the floor; (2) while the yeas and nays are being called; (3) when the members are voting; (4) when adjournment was the last preceding motion; and (5) when it has been decided that the previous question shall be taken.

An unqualified motion to adjourn cannot be amended, but a motion to adjourn to a time named may be and is open to debate.

SECTION 21

PREVIOUS QUESTION. When the previous question is moved and seconded, it shall be put in this form: "Shall the main question now be put?" If this is carried, all further amendments and all further motions and debate shall be excluded, and the question put, without delay, upon the pending amendments in proper order, and then upon the main question.

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SECTION 22

TABLING OF MOTIONS. An unqualified motion to lay a question on the table is not debatable, but a motion to lay on the table and publish, or with other condition, is subject to amendment and debate.

A motion to take a subject matter from the table may be adopted at the same meeting, provided two-thirds of the Trustees present vote therefor.

SECTION 23

INDEFINITE POSTPONEMENT. When a motion is postponed indefinitely, it shall not be again taken up at the same meeting.

SECTION 24

MOTION TO REFER. A motion to refer to a standing committee shall take precedence over a similar motion for a special committee.

SECTION 25

AMENDMENT OF MOTION.

(1) A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be entertained by the chair.

(2) An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order.

(3) On an amendment to "strike out and insert," the paragraph to be amended shall first be read as it stands; then the words proposed to be stricken out, those to be inserted, and finally, the paragraph as it will stand if so amended shall be read.

SECTION 26

SUBSTITUTE MOTIONS. A substitute for any original proposition in debate may be entertained when further amendment is not admissible; if accepted by the mover of such original proposition, or by the affirmative vote of a majority of the Trustees present, it shall entirely supersede such original proposition and cut off all amendments appertaining to such original proposition.

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SECTION 27

RECONSIDERATION. A vote or question may be reconsidered at any time during the same meeting or at the first regular meeting held thereafter. A motion for reconsideration, once having been made and decided in the negative, shall not be renewed, nor shall a motion to reconsider be reconsidered. No motion to reconsider the approval or denial of the recommendation of an advisory body required to hold public hearings shall be entertained except at the same meeting at which the original action was taken or after the matter has been referred to the advisory body for a further hearing and recommendation.

A motion to reconsider must be made and seconded by members who voted on the prevailing side of the question to be reconsidered unless otherwise provided by law; provided, however, that where a motion was received a majority vote in the affirmative, but is declared lost solely on the ground that a greater number of affirmative votes is required by statute for the passage or adoption of such motion, then in such case a motion to reconsider may be made and seconded only by those who voted in the affirmative on such question to be reconsidered, so long as the issue presented is the same, no new information is forthcoming and the rights of third parties have not intervened.

SECTION 28

PUBLIC AND NEWS MEDIA PARTICIPATION. In order to secure the rights of the citizens of the Village of Orland Park to a fair and just representation of all the citizens by their elected officials, and to guarantee those duly elected officials an orderly and dignified forum in which to represent the rights of the said citizens, and to safeguard the rights of any resident of the Village of Orland Park and those persons having business with the Board of Trustees, and any visitors in physical attendance at a Board of Trustees' meeting to hear and to see, without obstruction, the proceedings and actions of the elected officials, and to permit the persons in the news media to observe and report the proceedings and actions of the Board of Trustees, no person or persons will be allowed to engage in any activity that will disturb or disrupt the orderly proceedings of the Board of Trustees and for the attaining of this objective, the following provisions are hereby adopted and the following rules of conduct are hereby established, to-wit:

A. The Village Manager shall provide for the Board Room (Main Meeting Room) of the Village Hall to be divided into three (3) sections, as follows:

- 1) One (1) section for the seating of the members of the Board of Trustees, the

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Village Clerk, officers, employees, and consultants of the Village, and members of Advisory Boards and Commissions of the Village, which shall be distinctly designated.

2) One (1) section furnished with sufficient tables or desks and chairs reserved for the members of the news media.

3) One (1) section furnished with chairs for all other persons constituting the audience at said meeting.

B. No alcoholic beverages or other intoxicating substance in any form shall be permitted during the time of the meeting of the Board of Trustees.

C. No person, other than members of the Board of Trustees, the Village Clerk, officers, employees, and consultants of the Village, and members of Advisory Boards and Commissions of the Village will be permitted to enter the section of the Board Meeting Room set aside for the members of the Board of Trustees during the time of the meeting of the Board of Trustees unless permission is granted by the presiding officer. Any person or persons so permitted to enter said section shall place himself and conduct himself in such manner as directed by the presiding officer. Photographs, in addition to those permitted in subsection E, interviews, conversations, recording, or other contact with the members of the Board of Trustees, Village officers, employees, consultants, members of Advisory Boards and Commissions of the Village, and with witnesses or persons appearing before the Board of Trustees will be allowed only during a recess or after the close of the meeting of the Board of Trustees.

D. Members of the audience or members of the news media will not engage in conversation during the time of the meeting of the Board of Trustees.

E. Members of the audience and members of the news media, including photographers, will not be permitted free movement about the Meeting Room during the time of the meeting of the Board of Trustees. Any member of the audience and any member of the news media, including photographers, may enter and leave the Meeting Room at any time provided such entrance and exit is made quietly and in an orderly fashion. If a photographer must move about the room, such movement shall be allowed provided it is minimal, does not obstruct the view of any other person in physical attendance, and the photographer does not enter the section designated for the members of the Board of Trustees and others as set forth in subsection A(1) of this Section.

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F. Cameras, including still cameras, movie cameras, and television cameras using flash lights or lighting equipment other than the normal light furnished in the Meeting Room will not be allowed during the time of the meeting of the Board of Trustees unless by consent of a majority of the members of the Board of Trustees present.

G. Battery operated recording equipment will be permitted provided the operation thereof is silent. The microphone or pick up shall not be placed in the section of the Meeting Room designated for the Board of Trustees as set forth above in subsection A(1) of this Section unless by consent of a majority of the members of the Board of Trustees present.

H. No equipment may be set up or in any way be used so as to obstruct the view of any person in the audience or any members of the news media.

I. Persons wishing to address the Board of Trustees at the time allotted by the Board of Trustees for public discussion shall make this desire known in writing to the Village Clerk before 7:00 o'clock p.m. of the night of said meeting. Said person shall be permitted to speak only upon recognition of the presiding officer.

SECTION 29

AMENDMENT OR REPEAL OF RULES. These rules may be amended or repealed at any regular or special meeting of the Board of Trustees; provided, however, that written notice of such amendments or motions for repeal shall have been presented to the Board of Trustees at a prior meeting of the Board of Trustees.

SECTION 30

SUSPENSION OF RULES. These rules may be temporarily suspended at any meeting by vote of a majority of the Trustees present.

SECTION 31

ADOPTION OF ROBERTS "RULES OF ORDER REVISED." The rules of parliamentary practice comprised in the latest published edition of Roberts "Rules of Order Revised" shall govern the Board of Trustees in all cases to which they are applicable and in which they are not inconsistent with the special rules of the Board of Trustees or the statutes or laws of the State of Illinois.

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SECTION 32

REPEAL. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

SECTION 33

POSTING OF RULES. The Village Clerk shall prepare and display within the Board Room (Main Meeting Room) of the Village Hall a condensed digest of the provisions of Section 28 of this ordinance. The Village Clerk shall further post a complete copy of Section 28 of this ordinance on the bulletin board in the Village Hall.

SECTION 34

PENALTY. Any person who violates any of the provisions of Sections 7 and 28 of this ordinance shall upon conviction thereof be fined not less than TWENTY-FIVE DOLLARS (\$25.00) nor more than FIVE HUNDRED DOLLARS (\$500.00) for each offense of which such person shall be convicted.

SECTION 35

EFFECTIVE DATE. This ordinance shall become effective from and after its passage, approval and publication in the manner prescribed by law. It is ordered that publication of this ordinance be made by printing thereof in pamphlet form, said pamphlets to be deposited in the office of the Village Clerk of the Village of Orland Park for general distribution.

PASSED this October 4, 1993.

/s/ James V. Dodge, Jr.

VILLAGE CLERK

VOTING AYE: 7 - Trustee O'Halloran, Dubelbeis, Della Croce, Murphy, Fenton, Vogel and President McLaughlin

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VOTING NAY: 0

ABSENT: NONE

ABSTAINED: NONE

DEPOSITED in my office this October 4, 1993.

/s/ James V. Dodge, Jr.

VILLAGE CLERK

APPROVED this October 4, 1993.

/s/ Daniel J. McLaughlin

VILLAGE PRESIDENT

PUBLISHED this October 5, 1993.

/s/ James V. Dodge, Jr.

VILLAGE CLERK

DATE: July 17, 2017

REQUEST FOR ACTION REPORT

| | |
|-------------------|--|
| File Number: | 2017-0513 |
| Orig. Department: | Officials |
| File Name: | Ad Hoc Committee to Review Orland Park's Commission and Board Structure - Remove from the Table |

BACKGROUND:

At the July 5, 2017 Board of Trustees meeting this item was tabled until all Trustees were present and able to submit input to the process.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve removing the Ad Hoc Committee to review Orland Park's Commission and Board structure item from the table.

REQUEST FOR ACTION REPORT

File Number: **2017-0479**
Orig. Department: **Officials**
File Name: **Ad Hoc Committee to Review Orland Park's Commission and Board Structure**

BACKGROUND:

Purpose of the Ad hoc Committee:

- Review our existing commissions' goals, structure, charter and current level of engagement and impact.
- Identify commissions that are no longer needed and make recommendations on new commissions and advisory boards to fill needed gaps.
- Make recommendations on commissions' structure, meeting requirements, goals and charters to help make them more value added for the Village Board and Staff.
- Make recommendations on how to make commissions' more efficient and effective.
- Ensure that our commission structure continues to meet state requirements.

Members of the Ad hoc Committee:

Trustee Ruzich - Chairperson
Trustee Gira - Vice Chairperson
Ed Giron
Kevin Scanlan
Jeannine Smith
Ed Schussler
Bill Healy

Goals for this Ad hoc Committee:

The overarching goal of this committee is to ensure that our citizen boards are pertinent, engaged, and value added for the Village Board and for Staff. We have a talented group of citizens and engaging them in meaningful, helpful and important Village matters is beneficial and force multiplying for the Village. This effort will help ensure that our committee structure is efficient, meaningful and value maximizing.

Orland Park Residency:

Every committee member is an Orland Park resident and is expected to work in the best interest of the Village of Orland Park.

The committee will operate for approximately 6 months and will decide their meeting frequency

and whether to make their recommendations to the board at one time or periodically.

At the July 5, 2017 Board of Trustees meeting this item was tabled until all Trustees were present and able to submit input to the process.

BUDGET IMPACT:

None - Volunteer Basis

REQUESTED ACTION:

I move to approve for the Village Board to create a Ad Hoc Committee effective immediately to review the commission structure of Orland Park and provide improvement recommendations to the Village Board;

And

To appoint the following persons to the Committee:

Trustee Ruzich - Chairperson

Trustee Gira - Vice Chairperson

Ed Giron

Kevin Scanlan

Jeannine Smith

Ed Schussler

Bill Healy

System Message

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