



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Meeting Agenda

Board of Trustees

Village President Daniel J. McLaughlin

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, January 4, 2016

7:00 PM

Village Hall

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. VILLAGE CLERK'S OFFICE

[2016-0021](#) Approval of the December 21, 2015 Regular Meeting Minutes

Attachments: [Draft Minutes](#)

[2016-0015](#) Carl Sandburg High School Music Booster Club - Raffle License

Attachments: [Raffle Application](#)

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

5. PRE-SCHEDULED CITIZENS & VISITORS

6. CONSENT AGENDA

A. [2016-0013](#) Payroll - Approval

Attachments: [Payroll](#)

B. [2016-0014](#) Accounts Payable - Approval

Attachments: [Accounts Payable List](#)

C. [2015-0733](#) Disposal of Village Owned Property (Tasers) - Ordinance

Attachments: [Destruction Letter](#)
[Ordinance](#)

D. [2015-0732](#) Disposal of Village Owned Computer Equipment- Ordinance

- Attachments:** [Ordinance](#)
[Disposal Letter Exhibit A](#)
- E. **2015-0730** Intergovernmental Dispatch and Detention Agreement - Orland Hills - Resolution
- Attachments:** [Orland Hills Dispatch Agreement](#)
[Resolution](#)
[Intergovernment Agreement](#)
- F. **2015-0811** An Ordinance Amending Title 6, Chapter 2 Section 2-13 in regard to Small Unmanned Aircrafts (Drones) - Ordinance
- Attachments:** [Drone Article](#)
[Ordinance](#)
- G. **2015-0807** Winter/Spring 2016 Program Guide - Distribution
- H. **2016-0017** Purchase of Real Estate - 14403 Irving Avenue - Ordinance
- Attachments:** [Ordinance](#)
[EXHIBIT A](#)
- I. **2015-0516** Townhomes at Colette Highlands - Planned Unit Development
- Attachments:** [Aerial](#)
[Colette Highlands REVISED 2003 PLAN](#)
[Special Use Standards](#)
[Plan Commission Report](#)
[TCH Committee/Board Submittal Set 12.11.15](#)
- J. **2015-0815** 143rd Street and John Humphrey Drive Phase I Engineering Design Services
- Attachments:** [JHD at 143rd Proposal Package](#)
- K. **2015-0745** Downtown Main Street District - Retirement of Nicor Facilities
- Attachments:** [Plat of Vacation - NICOR](#)
- L. **2015-0696** 2015 Land Development Code Amendments III
- Attachments:** [Section 6-407 Street Lighting](#)
[2015 LDCA III Amendment Report](#)
[Section 6-305 Landscape and Tree Preservation](#)

7. HEARINGS 7:00 P.M.

8. PUBLIC SAFETY

- 9. **ECONOMIC DEVELOPMENT STRATEGY AND COMMUNITY ENGAGEMENT**
- 10. **PUBLIC WORKS**
- 11. **DEVELOPMENT SERVICES, PLANNING AND ENGINEERING**
- 12. **PARKS AND RECREATION**
- 13. **FINANCE & INFORMATION TECHNOLOGY**
- 14. **MAYOR'S REPORT**
- 15. **VILLAGE MANAGER'S REPORT**
- 16. **NON-SCHEDULED CITIZENS & VISITORS**
- 17. **BOARD COMMENTS**
- 18. **EXECUTIVE SESSION**
 - A. **Setting a Price for Sale or Lease of Village Property**
- 19. **RECONVENE BOARD MEETING**
 - Report on Executive Session and Action as a Result of, if any.**
- 20. **ADJOURNMENT**

DATE: January 4, 2016

REQUEST FOR ACTION REPORT

File Number:	2016-0021
Orig. Department:	Village Clerk
File Name:	Approval of the December 21, 2015 Regular Meeting Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of December 21, 2015.

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Meeting Minutes

Monday, December 21, 2015

7:00 PM

Village Hall

Board of Trustees

Village President Daniel J. McLaughlin

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 7:08 PM.

Present: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll and President McLaughlin

Absent: 1 - Trustee Griffin Ruzich

VILLAGE CLERK'S OFFICE

2015-0810 Approval of the December 7, 2015 Special Meeting Minutes

The Minutes of the Special Meeting of December 7, 2015, were previously distributed to the members of the Board of Trustees. President McLaughlin asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Special Meeting of December 7, 2015.

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 Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Abstain: 1 - Trustee Dodge

Absent: 1 - Trustee Griffin Ruzich

2015-0808 Approval of the December 7, 2015 Regular Meeting Minutes

The Minutes of the Regular Meeting of December 7, 2015, were previously distributed to the members of the Board of Trustees. President McLaughlin asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Meeting of December 7, 2015.

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

Aye: 5 - Trustee Fenton, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Abstain: 1 - Trustee Dodge

Absent: 1 - Trustee Griffin Ruzich

CONSENT AGENDA

Passed the Consent Agenda

A motion was made by Trustee Dodge, seconded by Trustee Carroll, 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 Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

2015-0801 Payroll - 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 December 4, 2015 in the amount of \$1,248,446.70.

This matter was APPROVED on the Consent Agenda.

2015-0802 Accounts Payable - 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 December 8, 2015 through December 21, 2015 in the amount of \$3,555,363.51.

This matter was APPROVED on the Consent Agenda.

2015-0758 Legistar Annual Maintenance Agreement - Expenditure Approval

Legistar is a comprehensive, integrated document management and information retrieval system designed specifically to support the legislative process, including meeting agendas, minutes of meetings, journals of proceedings, subject matter indexes and reports.

The MIS Division has included funds in the FY 2016 budget for the annual Legistar Maintenance and Support Agreement beginning February 1, 2016 to January 31, 2017.

Also included in this year's maintenance is support for InSite Hosted Professional Subscription Services for period February 1, 2016 to January 31, 2017.

I move to approve the Legistar Annual Maintenance Agreement expenditure with Granicus, Inc. in an amount not to exceed \$9,341.

This matter was APPROVED on the Consent Agenda.

2015-0731 Class Software Annual Maintenance - Expenditure Approval

The MIS Division has included funds in the FY 2016 budget for the Class Program and Facility Management software maintenance and support. The vendor, Active Network Inc., provides annual software updates and 24 hour per day, 7 day per week technical support.

This Class system is currently hosted on-site and will be moving to a cloud and fee-by-transaction based system called "ACTIVE Network" in 2016. This new system was approved by the Board in May, 2015. Active Network will issue the Village a pro-rated credit, based on the unused portion of this 2016 Maintenance expenditure. The unused portion will commence the day the new Active Network system goes live, which is anticipated to be first week of April, 2016.

I move to approve the Active Network Inc. software maintenance expenditure in an amount not to exceed \$26,910.

This matter was APPROVED on the Consent Agenda.

2015-0742 Annual Website Maintenance and Hosting - Expenditure Approval

The annual website maintenance and hosting agreement is due for renewal. Staff is requesting approval in the amount of \$13,417.33 for this service effective January 1, 2016 to December 31, 2016.

The cost breakdown is as follows:

Hosting - \$261.52 per month
Software maintenance & updates - \$303.12 per month
Unlimited support - \$544.28 per month

Total - \$1,108.92 per month / \$13,307.08 annual

The annual maintenance also includes \$110.25 for the SSL certificate that was added in 2014 bringing the annual total to \$13,417.33.

I move to approve the annual website maintenance and hosting expenditure from CivicPlus in an amount not to exceed \$13,417.33.

This matter was APPROVED on the Consent Agenda.

2015-0760 Symantec Anti-Virus Software Annual Maintenance - Expenditure Approval

The MIS Division has included funds in the FY 2016 Budget for Symantec

Antivirus software maintenance and support. The Village uses Symantec's Endpoint Protection software package, which is a centrally managed antivirus protection system for email, servers and workstations. Maintenance includes software support, upgrades and updates.

The Village owns 425 licenses and the maintenance cost to cover these licenses is \$6,617.05. Sixty of these licenses are used in police squad cars and funded by Orland Joint Emergency Telephone System Board(OJETSB). OJETSB will be funding the maintenance of these 60 software licenses.

I move to approve the CDW Government purchase of Symantec Antivirus software maintenance in an amount not to exceed \$6,618.00

This matter was APPROVED on the Consent Agenda.

2015-0688 Multi-Purpose Paper Purchase - Approval

The current contract with Warehouse Direct for the purchase of multi-purpose paper (copy and colored paper) is expiring December 31, 2015. The Village currently purchases office supplies from Warehouse Direct under the Suburban Purchasing Cooperative (SPC) contract. Finance recommends combining the purchase of office supplies and multi-purpose paper under SPC pricing. According to ILCS 525/2 from CH. 85, pr. 1602 Sec. 2 (a) any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive bids as provided in Section 4 of this Act (Source: P.A. 87-960). Warehouse Direct/Independent Stationers has been the SPC preferred provider of office supplies/copy paper for many years. Most recently, the SPC Governing Board has again approved the award of the SPC Office Supplies contract to Warehouse Direct/Independent Stationers by piggybacking onto The Cooperative Purchasing Network (TCPN) Contract R141701, solicited by lead agency Texas Region 4 Education Service Center (ESN).

I move to approve the purchase of Multi-Purpose Paper under cooperative pricing with Warehouse Direct through the Suburban Purchasing Cooperative.

This matter was APPROVED on the Consent Agenda.

2015-0749 Utility Bill & Vehicle Sticker Outsourcing - Approval

In September, a Request for Proposals (RFP) was directly mailed to multiple companies that perform the service of printing, inserting and mailing utility bills and vehicle sticker applications. The RFP was also available on the Village's website and an advertisement was placed in the local newspaper. Twelve companies responded to the Request for Proposals and three companies were selected for the interview process.

During the interview process, staff determined that Infosend, Inc. continues to be the most qualified company for the utility and vehicle sticker application printing

service. Infosend has provided excellent service during the previous contract period. The customer service is consistently outstanding and all work is completed in a timely and professional manner. In addition, Infosend will assist with reformatting the vehicle sticker applications to provide a cleaner look at no additional charge. Village utility bills and vehicle sticker applications will continue to be printed at Infosend's production site in Downers Grove, Illinois.

It is recommended that Infosend, Inc. be awarded the contract for a period of five (5) years. The annual price for each printed utility bill for years one and two is \$0.108. Following the anniversary of the second year, the price will be increased by an amount not to exceed the Consumer Price Index (CPI) for the State of Illinois, with a maximum CPI increase of 3% per year for years three, four, and five. Based on printing 150,000 utility bills per year, the annual cost equates to \$16,200 for the first two years. The annual price for each vehicle sticker application for the next 5 years is \$0.117. Vehicle sticker applications will be printed in years 2017 and 2019, with an anticipated cost of \$3,510 for each year.

I move to approve the proposal by Infosend, Inc. for the printing, inserting, and mailing of utility bills and vehicle sticker applications;

And

Approve awarding Infosend a five year contract for \$0.108 per printed utility bill for the first and second year, and for years three through five an increase not to exceed the Consumer Price Index (CPI) for the State of Illinois with a maximum CPI increase of 3%;

And

Approve awarding Infosend the five year contract for \$.117 per printed vehicle sticker application for years 2017 and 2019.

This matter was APPROVED on the Consent Agenda.

2015-0716 Parking Terminal Modems - Expenditure Approval

The 14 daily fare parking terminals at the three Metra stations are currently utilizing 2G modem technology. AT&T, as well as other providers such as Verizon and T-Mobile, are discontinuing support of the 2G network and upgrading to 3G. This upgrade is occurring in 2015. Without the upgrade to new modems, the parking terminals will cease to function once AT&T discontinues support of 2G. Finance is recommending the purchase of 14 parking terminal modems to replace the existing technology.

I move to approve the purchase of 14 parking terminal modems in an amount not to exceed \$7,308.

This matter was APPROVED on the Consent Agenda.

2015-0746 2016 Third Community Wide-Survey - Approval

On December 20, 2013, the Board of Trustees approved the Village's second scientific community-wide survey, with a sample size of approximately 3,000 households, and a margin of error of +/- 3%.

The survey enabled the Village to actively seek the input of residents. Information that was being sought included but was not limited to the following areas: Community quality, community design, recreation and wellness, civic engagement, environmental sustainability, community inclusiveness, public safety, and public trust. This survey gave great insight to the Village to help set future policy. The results were very favorable, with the Village either receiving above the benchmark or much-above the benchmark in nearly every category. All of the results of the first two community-wide surveys can be found on the Village's website.

It was also determined by the Village Board and staff that we would conduct this type of survey every two years, in order to ensure that the Village continues to address any concerns the community may have.

Once again staff is recommending to utilize the National Citizen Survey (NCS), which is a premier survey instrument and was collaboratively developed between the International City and County Management Association (ICMA) and the National Research Center (NRC).

As discussed before, the NCS has been conducted in over 500 cities nationwide in nearly every state. The survey is specifically tailored to the needs of communities in gaining valid, statistically significant data pertaining to an array of public services and attitudes.

In 2012 and 2014, the NRC mailed approximately 3,000 surveys to residents that produced a margin of error of +/- 3%. In 2016, the NRC will mail approximately 1,600 surveys to residents that have a margin of error of +/- 5%. These residents would once again be divided into different demographic and geographic subgroups. The surveys would also be available to those selected on the Village's website. Once the surveys are returned, NRC will analyze the data collected and present its findings in a Village Board presentation. The sample size has been reduced due to the great response rate received with the past two surveys.

The 2016 survey will be very similar to the 2014 and 2012 surveys. The 2016 survey and reporting will once again emphasize community livability. Effectively, the 2014 and 2016 surveys will be identical.

The cost of the survey will be \$19,196 with the selected options. Staff is recommending to use the survey template as attached. However, staff will tweak some of the questions that more accurately define the Village. As a point of

reference, the 2014 survey cost \$26,600.

In addition to the scientific survey, the Village will once again open this survey up to all of our residents via our website. Due to self-selection considerations, this survey will be non-scientific, and the data collected will not be part of the scientific survey results. The survey will be available on our website once the scientific survey has been closed.

I move to approve accepting the proposal from National Research Center to conduct a community-wide survey utilizing the National Citizen Survey (NCS);

And

Approve the Village Manager to execute an agreement with the National Research Center to conduct the survey in an amount not to exceed \$19,196.

This matter was APPROVED on the Consent Agenda.

2015-0772 Amendment to the Administrative Adjudication of Vehicular Standing, Parking and Compliance Violations - Ordinance

The Village entered into agreement with Municipal Collections of America (MCA) in 1996 for the collection of past due parking violation fines. In September 2011, MCA also began collecting past due local ordinance violation fines. Since that time, MCA has assisted the Village with collecting approximately \$110,000 in outstanding ordinance violation fines and \$992,000 in outstanding parking violation fines. For each dollar collected, 65% was remitted to the Village and recorded as revenue and 35% was retained by MCA. There is just under \$5 million in outstanding local ordinance and parking violations that is eligible for collections, dating back to 1995. There is also approximately \$720,000 in outstanding red light camera violation fines, dating back to 2009. These fines are currently collected by Penn Credit; we will be transitioning them to MCA in the near future.

As part of our ongoing partnership, MCA has advised that the Village could further increase its collection rate by implementing the "Add-On Provision" allowed for by state statute. Under this provision, the cost of collections (including debt recovery fees) is added to the original fine amount, enabling the Village to collect 100% of the outstanding fine amount.

There are two ways to move forward with implementation of this statute: One option is to establish a set date to begin the program, meaning that the add-on fee would be added to all debts sent to collections after this date. As a point of reference in the immediate local area, Lemont, Palos Park, Midlothian, and Worth all set a specific date after which the add-on fee would be added to outstanding fine amounts. The second option is to retroactively apply the statute to all outstanding fines. Local examples of this include the Villages of Alsip and Olympia Fields. The Village Attorneys do not recommend implementing a

retroactive application to this change. Though an argument can be made that the State law authorized the add-on fee for collection of costs in August 11, 2009 and therefore, the Village may apply the law retroactively until that effect date, they are concerned that this could potentially allow a claim of constitutional deprivation of the individuals' due process rights. The fact that Illinois does not favor ex post facto application of laws furthers their concerns. They recommend establishing a date to begin using the statute (effective date of ordinance amendment) so that all debts sent to collections after that date are eligible.

The recommendation by staff is to establish a fixed date of January 1, 2016 to begin applying the add-on provision allowed for by state statute. Beginning on this date, any outstanding fine sent to MCA for collection would include an add-on fee of 35% of the outstanding fine amount. All future fines sent to MCA for collections, including types not currently collected by MCA, such as red light camera fines, would have this add-on fee applied.

I move to pass Ordinance Number 5050 entitled: AN ORDINANCE AMENDING TITLE 9, CHAPTER 15 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO THE ADMINISTRATIVE ADJUDICATION OF VEHICULAR STANDING, PARKING AND COMPLIANCE VIOLATIONS

This matter was PASSED on the Consent Agenda.

2015-0804 Amendment to the Automated Traffic Law Enforcement and Administrative Adjudication - Ordinance

The Village entered into agreement with Municipal Collections of America (MCA) in 1996 for the collection of past due parking violation fines. In September 2011, MCA also began collecting past due local ordinance violation fines. Since that time, MCA has assisted the Village with collecting approximately \$110,000 in outstanding ordinance violation fines and \$992,000 in outstanding parking violation fines. For each dollar collected, 65% was remitted to the Village and recorded as revenue and 35% was retained by MCA. There is just under \$5 million in outstanding local ordinance and parking violations that is eligible for collections, dating back to 1995. There is also approximately \$720,000 in outstanding red light camera violation fines, dating back to 2009. These fines are currently collected by Penn Credit; we will be transitioning them to MCA in the near future.

As part of our ongoing partnership, MCA has advised that the Village could further increase its collection rate by implementing the "Add-On Provision" allowed for by state statute. Under this provision, the cost of collections (including debt recovery fees) is added to the original fine amount, enabling the Village to collect 100% of the outstanding fine amount.

There are two ways to move forward with implementation of this statute: One option is to establish a set date to begin the program, meaning that the add-on fee would be added to all debts sent to collections after this date. As a point of

reference in the immediate local area, Lemont, Palos Park, Midlothian, and Worth all set a specific date after which the add-on fee would be added to outstanding fine amounts. The second option is to retroactively apply the statute to all outstanding fines. Local examples of this include the Villages of Alsip and Olympia Fields. The Village Attorneys do not recommend implementing a retroactive application to this change. Though an argument can be made that the State law authorized the add-on fee for collection of costs in August 11, 2009 and therefore, the Village may apply the law retroactively until that effect date, they are concerned that this could potentially allow a claim of constitutional deprivation of the individuals' due process rights. The fact that Illinois does not favor ex post facto application of laws furthers their concerns. They recommend establishing a date to begin using the statute (effective date of ordinance amendment) so that all debts sent to collections after that date are eligible.

The recommendation by staff is to establish a fixed date of January 1, 2016 to begin applying the add-on provision allowed for by state statute. Beginning on this date, any outstanding fine sent to MCA for collection would include an add-on fee of 35% of the outstanding fine amount. All future fines sent to MCA for collections, including types not currently collected by MCA, such as red light camera fines, would have this add-on fee applied.

I move to pass Ordinance Number 5051, entitled: AN ORDINANCE AMENDING TITLE 9, CHAPTER 16 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO THE AUTOMATED TRAFFIC LAW ENFORCEMENT AND ADMINISTRATIVE ADJUDICATION

This matter was PASSED on the Consent Agenda.

2015-0803 Amendment to the Administrative Adjudication of Non-Vehicular Code Violations - Ordinance

The Village entered into agreement with Municipal Collections of America (MCA) in 1996 for the collection of past due parking violation fines. In September 2011, MCA also began collecting past due local ordinance violation fines. Since that time, MCA has assisted the Village with collecting approximately \$110,000 in outstanding ordinance violation fines and \$992,000 in outstanding parking violation fines. For each dollar collected, 65% was remitted to the Village and recorded as revenue and 35% was retained by MCA. There is just under \$5 million in outstanding local ordinance and parking violations that is eligible for collections, dating back to 1995. There is also approximately \$720,000 in outstanding red light camera violation fines, dating back to 2009. These fines are currently collected by Penn Credit; we will be transitioning them to MCA in the near future.

As part of our ongoing partnership, MCA has advised that the Village could further increase its collection rate by implementing the "Add-On Provision" allowed for by state statute. Under this provision, the cost of collections (including debt recovery fees) is added to the original fine amount, enabling the Village to collect 100% of

the outstanding fine amount.

There are two ways to move forward with implementation of this statute: One option is to establish a set date to begin the program, meaning that the add-on fee would be added to all debts sent to collections after this date. As a point of reference in the immediate local area, Lemont, Palos Park, Midlothian, and Worth all set a specific date after which the add-on fee would be added to outstanding fine amounts. The second option is to retroactively apply the statute to all outstanding fines. Local examples of this include the Villages of Alsip and Olympia Fields. The Village Attorneys do not recommend implementing a retroactive application to this change. Though an argument can be made that the State law authorized the add-on fee for collection of costs in August 11, 2009 and therefore, the Village may apply the law retroactively until that effect date, they are concerned that this could potentially allow a claim of constitutional deprivation of the individuals' due process rights. The fact that Illinois does not favor ex post facto application of laws furthers their concerns. They recommend establishing a date to begin using the statute (effective date of ordinance amendment) so that all debts sent to collections after that date are eligible.

The recommendation by staff is to establish a fixed date of January 1, 2016 to begin applying the add-on provision allowed for by state statute. Beginning on this date, any outstanding fine sent to MCA for collection would include an add-on fee of 35% of the outstanding fine amount. All future fines sent to MCA for collections, including types not currently collected by MCA, such as red light camera fines, would have this add-on fee applied.

I move to pass Ordinance Number 5052, entitled: AN ORDINANCE AMENDING TITLE 1, CHAPTER 14 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO THE ADMINISTRATIVE ADJUDICATION OF NON-VEHICULAR CODE VIOLATIONS

This matter was PASSED on the Consent Agenda.

2015-0779 2016 Maintenance of Streets and Highways by Municipality under the Illinois Highway Code - Resolution

The Illinois Department of Transportation (IDOT) requires the Village to pass a resolution each year for the utilization of Motor Fuel Tax funds. The appropriations of funds are for the maintenance of Village streets within the upcoming year. IDOT requires the passage of the resolution for each fiscal year. The resolution is for the funds estimated for the 2016 calendar year in the amount of \$3,905,678. IDOT requires their form to be used for the resolution.

The Municipal Maintenance Expenditure Statement for the 2015 calendar year showing the final amounts of the MFT funds will be submitted to IDOT at a later date when all invoices have been paid for electrical street light charges and salt purchases.

I move to pass Resolution Number 1516, entitled: RESOLUTION FOR

MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

This matter was PASSED on the Consent Agenda.

2015-0780 Maycliff Subdivision Storm Water Improvement Easements - Ordinance

As part of the Maycliff Subdivision Storm Water Improvement Project, numerous easements are needed for the installation of the proposed piping to address backyard drainage issues. Due to the use of directional boring pipe installation techniques no temporary easements are required. Twenty (20) permanent easements have been finalized with the property owners listed below. Acquisition of the easements requires an ordinance to be enacted. The total combined costs for the twenty (20) easements are \$79,200.00. As work continues at least seven (7) additional easements are still pending.

I move to pass Ordinance Number 5053, entitled: (ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF PUBLIC UTILITY AND DRAINAGE EASEMENTS AND PAYMENT OF COMPENSATION THEREFORE (MAYCLIFF STAGE 1 STORMWATER PROJECT)

This matter was PASSED on the Consent Agenda.

2015-0782 Emergency Fuel Island Repair - Payment

On Friday, October 09, 2015 the annual Public Works fuel island line leak test was initiated. Unfortunately, the diesel supply line of the fueling system failed the pressurized test, indicating a leak in the underground distribution piping which is housed inside a containment pipe. At no time did fuel leak into the surrounding ground. Subsequently, use of the diesel fuel dispensing units was halted and an alternate emergency diesel fuel station was established to allow continued fueling to our fleet. Due to the emergency nature of the situation, staff contacted several specialized firms to assist in the evaluation and repair. The decision was made to utilize the services of Anderson Pump Service Inc. of Mokena, Illinois. Anderson Pump Service is a qualified vendor to perform the necessary emergency repair. The investigation identified a crack in the fiberglass piping inside the containment pipe under the concrete slab. Repairs extended over several days and were completed on November 19, 2015. Total cost for this work amounted to \$10,379.56. Final restoration of the concrete slab was completed by Public Works staff. The use of general fund contingency funds is requested to cover the cost of this emergency repair.

I move to approve the use of general fund contingency funds to cover the cost of this unexpected expense.

And

Approve payment to Anderson Pump Service, Inc. of Mokena, Illinois, for the November, 2015, Emergency Fuel Island Repair at the Public Works facility in an

amount not to exceed \$10,379.56.

This matter was APPROVED on the Consent Agenda.

2015-0783 Disposal of Village Equipment - Ordinance

The Village's Public Works Department is requesting that the Village declare the following equipment described in the attached ordinance as surplus property and to dispose of through Public Surplus.com (online auction). These items are no longer necessary or useful for the Village of Orland Park.

- One (1) Tornado Marathon 800 carpet cleaner. Serial# 98166EOF04249
- One (1) Tornado Marathon 1200 carpet cleaner. Serial# 98168CEF03319

In order to legally dispose of municipal property, the Village must adopt an ordinance that describes the items to be sold.

In the event that two (2) attempts have been made to sell said property, and that no bids have been received equal to the minimum price, the property shall be either donated or scrapped as determined by the Village Manager.

I move to pass Ordinance Number 5054, entitled: AN ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS.

This matter was PASSED on the Consent Agenda.

2015-0789 Consulting Engineering Services for Roadway Maintenance and Pavement Reconstruction Projects - Additional Funding

On May 18, 2015, the Village Board approved the bid for Austin Tyler to perform work for the 2015 Road Improvement Program. The Board has also approved several additions to the original project, including Eagle Ridge Townhomes, 183rd Street, 158th Courts, and parking lot and bike path patching for the Parks Department. The road program is currently being finalized. In addition to the areas listed above, substantial work has been done or has been completed on the roadways in the following neighborhoods: Heritage Estates, Caro Vista, Brighton Court, Country Club Estates, Ishnala 7, Eagle Ridge Subdivision, Fun Drive and the pavement overlay for John Humphrey Drive.

To ensure thorough oversight of the Road Program, the Board approved consulting engineering services to augment Public Works staff efforts to oversee the project. Funds in the amount of \$250,000 from the Road Improvement Program Capital Budget were approved to be allocated towards these services. The estimated cost was based on the original 2015 Road Program, prior to any additional work. Baxter and Woodman Consulting Engineers have been providing construction services throughout this project including construction services and the associated schedule extended beyond the original scope. In addition, Baxter

and Woodman has provided services related to the construction of the new sidewalk on Thomas Drive, and the intersection improvements at 84th Avenue and Cedar. The cost of these extra services will exceed the previously approved total by approximately \$17,000 for a new total not to exceed \$267,000.

It is staff's recommendation that the contract for Consulting Engineering Services for Roadway Maintenance and Pavement Reconstruction Projects with Baxter and Woodman of Elwood, Illinois, be increased in the amount of \$17,000.00 to include and complete additional services and project areas.

I move to approve to amend the contract for Consulting Engineering Services for Roadway Maintenance and Pavement Reconstruction Projects with Baxter & Woodman, Inc. of Mokena, Illinois in the amount of \$17,000 for a new total not to exceed \$267,000.

This matter was APPROVED on the Consent Agenda.

2015-0792 Consulting Engineering Services for 86th Avenue & Cedar Street Culvert Replacement - Proposal

86th Avenue, as part of the development of the Villa West Subdivision, was originally constructed in the late 1960s. Part of this construction involved the installation of a 15" corrugated metal culvert that conveys stormwater from Caro Vista pond to Yellow Creek. Over the years, this pipe has deteriorated considerably and needs to be replaced. Public Works would like to pursue engineering and replacement as soon as possible. This culvert pipe also needs to be replaced in order to maintain a structurally sound roadway. Christopher Burke is currently working on the Parkview Stage II Storm Water Improvement project. The 15" corrugated culvert under 86th Avenue is included as part of the Parkview Stage II study. Christopher Burke would be best suited to engineer and oversee this culvert replacement project to ensure that the new culvert's size is appropriate to accommodate and complement overall stormwater flow expectations that will be identified in the stormwater project.

To facilitate this project, staff requested a proposal from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois. Christopher Burke clearly understands the associated impact that this culvert replacement will have on the overall stormwater improvement project. Proper sizing can be accomplished based on this insight. Due to the unexpected nature of this work, funds will need to be allocated from the Water and Sewer Contingency Fund and transferred to the Storm Water Engineering Services account (031-6007-432500).

I move to approve the use of, and transfer of, Water and Sewer Contingency Funds to the Storm Water Fund, in the amount, not to exceed, \$9,800 for Consulting Engineering Services for the 86th Avenue & Cedar Street Culvert Replacement project.

And

Approve awarding Consulting Engineering Services for the 86th Avenue & Cedar Culvert Replacement Project to Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois, in an amount not to exceed \$9,800.

This matter was APPROVED on the Consent Agenda.

2015-0813 2012 L 11776 - Settlement Agreement and Release

On October 16, 2012, a lawsuit was filed with Circuit Court of Cook County, Law Division against the Village of Orland Park concerning claims for civil damages under the assumption of intentional infliction of emotional distress and retaliatory discharge. A claim of which the Village denied and continues to deny.

A Settlement Agreement and Release is now being presented for Board approval in order for the Village to settle the disputed claims and reach dismissal of the above captioned lawsuit.

I move to approve entering into a Settlement Agreement regarding case number 2012 L 11776.

This matter was APPROVED on the Consent Agenda.

2015-0773 Proposed Water Tower Lease Agreement T-Mobile - Approval

T-Mobile Central, LLC has leased with the Village since 2000. They approached the Village requesting renewal of the lease agreement for the following water towers:

- (Tower 1) 17801 Wolf Road, Orland Park, Illinois,
- (Tower 4) 14605 S. 88th Avenue, Orland Park, Illinois,
- (Tower 5) 7200 W. Wheeler Drive, Orland Park, Illinois,
- (Tower 6) 9701 W. 131st Street, Orland Park, Illinois,
- (Tower 10) 15800 S. 88th Avenue, Orland Park, Illinois,

T-Mobile Central, LLC was provided the standard lease agreement that was adopted in 2010 under the General Policy for Co-Locating Wireless Communication Facilities on Village Property and have asked for slight modifications to the agreement. The Village Attorney will review and approve any changes to the language prior to the agreement being executed.

Annual Increase: T-Mobile Central, LLC has agreed to compensate the Village of Orland Park for the use of the premises and will follow the rent schedule in section four (4) of the agreements. Compensation is determined based on calendar year with a three (3%) percent escalation each year over the prior year.

Term: An initial term of 5 years plus two (2) additional 5-year renewal options.

I move to approve the five (5) tower lease agreements with T-Mobile Central, LLC

for the use of the Village water towers #s 1, 4, 5, 6 and 10 for a period of five years with two (2) additional 5-year renewal options at the Village's discretion.

This matter was APPROVED on the Consent Agenda.

2015-0757 7120 159th Street - Class 8 Resolution

The Village has received a request from Sandrick Law Firm LLC on behalf of his client, Sheung Yuet Lau, for a resolution supporting the granting of the Class 8 Real Estate Tax incentive for the property located at 7120 159th Street, PIN: 28-18-300-010, in Orland Park. The property is located in Bremen Township and the petitioner will be applying under the occupation of abandoned property with special circumstance provision of the Class 8 Eligibility Application.

Mr. Lau currently has the property under contract to purchase and plans on spending approximately \$150,000 renovating the interior and exterior of the property. The subject property will be converted to a Chinese restaurant, initially employing 7-9 people. Neither the purchase nor the renovation will be possible without the Class 8 tax incentive. The building was formerly occupied by Pizza Hut who vacated the premises as of December 2014.

In order to qualify for the Class 8 tax incentive under the abandoned property provision, the subject property needs to have been vacant at least 24 months. However, if the property is vacant less than 24 months, as is the case with this petition, a property can still qualify for the incentive if special circumstances exist. As noted in the cover letter submitted by the petitioner, the dated and worn interior as well as the special use design of the subject property are contributing factors and qualify as special circumstances.

Given the information submitted by the petitioner, but for the Class 8 incentive, the purchase and re-occupancy are not viable and special circumstances are present.

Under the Class 8 Real Estate Tax Incentive program, commercial or industrial properties located in Bloom, Bremen, Rich, Thornton, and Calumet Townships are eligible for the incentive. Upon approval by the Village Board and Cook County, the incentive term is for a period of 10 years (10% of market value) and then begins to diminish in years 11 & 12 (15% and 20% market values, respectively). In the absence of this incentive, real estate would normally be assessed at 25% of its market value.

I move to pass Resolution Number 1517, entitled: A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 8 STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE, AS FROM TIME TO TIME AMENDED, SPECIFICALLY FOR THE SPECIAL ASSESSMENT OF "ABANDONED PROPERTY WITH SPECIAL CIRCUMSTANCE" FOR CERTAIN REAL ESTATE LOCATED AT 7120 159TH STREET, IN BREMEN TOWNSHIP, ORLAND PARK/COOK COUNTY, ILLINOIS, PIN NUMBER 28-18-300-010

This matter was PASSED on the Consent Agenda.

2015-0756 7170 159th Street - Class 8 Resolution

The Village has received a request from Mary Donners of Ryan Law, on behalf of Net 3 LLC, for a resolution supporting the granting of the Class 8 Real Estate Tax incentive for the property located at 7170 159th Street, PIN: 28-18-300-002-0000, in Orland Park. The property is located in Bremen Township, and the petitioner will be applying under the new construction provision of the Class 8 Eligibility Application.

Net 3 plans on demolishing the existing structure on site. The existing building is 28 years old with the most recent tenant being Budget Rent-a-Car. After demolition, the petitioner plans to construct a new 6,800 square foot commercial retail building. The new building will be split into two retail spaces, one containing 4,500 square feet and the other 2,300 square feet. The petitioner has noted that the new tenants will be Mattress Firm and Custom Communication d/b/a AT&T. Net 3 has recently petitioned for site plan approval for the proposed project.

The petitioner anticipates 25 temporary construction jobs being created as a result of this redevelopment. If it were not for the tax incentive, the petitioner would not be able to complete the new construction of the property.

Under the Class 8 Real Estate Tax Incentive program, commercial or industrial properties located in Bloom, Bremen, Rich, Thornton, and Calumet Townships are eligible for the incentive. Upon approval by the Village Board and Cook County, the incentive term is for a period of 10 years (10% of market value) and then begins to diminish in years 11 & 12 (15% and 20% market values, respectively). In the absence of this incentive, real estate would normally be assessed at 25% of its market value.

I move to pass Resolution Number 1518, entitled: A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 8 STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE, AS FROM TIME TO TIME AMENDED, SPECIFICALLY FOR THE SPECIAL ASSESSMENT OF "NEW CONSTRUCTION" FOR CERTAIN REAL ESTATE LOCATED AT 7170 159TH STREET, IN BREMEN TOWNSHIP, ORLAND PARK/COOK COUNTY, ILLINOIS, PIN NUMBER 28-18-300-002.

This matter was PASSED on the Consent Agenda.

DEVELOPMENT SERVICES, PLANNING AND ENGINEERING

2015-0378 Freedom of Information Management System

Assistant Village Manager and Freedom of Information Officer Joe La Margo reported that the Village receives and processes more than 1,300 Freedom of Information Requests per year. The current FOIA database is becoming outdated

and overwhelmed and cannot continue to support the volume of requests the Village receives. As a result, it is the opinion of Clerk's office staff with input from Information Technology staff, that the Village should replace the outdated software with a new software solution.

After researching three separate company's software solutions, the Clerk's Office has determined that GovQA services, offered through WebQA, would be the best software to manage the village's FOIA request needs.

WebQA Inc. is the sole source provider of GovQA's suite of software and training material for local and state governments and specifically the GovQA Records Management Platform (see attached letter). The implementation and utilization of the GovQA system would help ensure compliance, reduce staff time, track fees, maintain process consistency, and handle all types of request. GovQA's Public Records Management Platform is the country's leading platform for Public Records Management. They are very familiar with Illinois FOIA requirements (Naperville, Evanston, O'Fallon Illinois Public Health) and would create a system that applies to the Village of Orland Park's needs. The system would be tailored to state law and how the village handles FOIA request. Workflow features range from automatic email reminders, letter generation to re-assignment and status changes.

The comprehensive web citizen portal is customizable and will be designed to work with the village's website. Citizens will be able to find information or submit a request over the internet by using the portal. Once a request is submitted, they will have 24/7 access to status updates.

GovQAs system also allows the ability to load in all document templates for time saving and consistency throughout the Village.

The system will encrypt all data and attachments with complete backup. Any information uploaded into the system would be archived and be searchable.

GovQA is responsible for the software, server and all updates. The village would use a web browser to access the system. There is no hardware to install or software to purchase. The village would only need to provide space on the village website to place GovQa's buttons that would allow users to access the portal.

I move to approve the Village Manager to execute a service agreement with WebQA for GovQA FOIA Applications in an amount not to exceed \$8,700.

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

Aye: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

2015-0806 8541 Spruce Drive - Second Driveway Entrance

The petitioner has submitted a permit to construct a second driveway entrance from Maple Avenue, which would connect to an existing driveway originating on Spruce Drive and leading to an attached 2-car garage.

The subject property consists of a conforming corner lot in R-3 zoning district, with 85 feet width (along Spruce Drive) and 125 feet depth (along Maple Drive). The lot area is 10,625 square feet.

The petitioner is requesting a variance from the Land Development Code, Section 6-406.B(5). This code section limits the number of driveways for single-family residences to 1 driveway, except for lots over 90 feet in width, where a circular driveway consisting of 2 driveways may be allowed. There is an existing driveway on Spruce Drive connecting to an attached 2-car garage. The petitioner is proposing to construct a second driveway entrance on Maple Drive, connecting to the existing driveway, this new driveway being 14 feet wide and 28 feet long. The resulting driveway configuration would consist of two driveway entrances, on two different sides of a corner lot.

The petitioner is asking to exceed the limit of one driveway per residence, by constructing a second driveway. According to the petitioner the variance should be granted due to the following hardships:

Safety Hazard - Unsafe Condition: The petitioner claims that due to permitted street parking on Spruce Drive, directly opposite the existing driveway entrance, backing out of the existing driveway is dangerous. The petitioner claims that nearby neighbors exceedingly choose to park on the street, especially in the area opposite the existing driveway. This results in a potentially dangerous situation while backing out onto the street.

The petitioner states that the location and frequency of street parking is beyond the petitioner's control. According to the petitioner the best way to alleviate this unsafe condition is to construct a second driveway on Maple Drive, to allow for turning around and exiting onto the street by driving forward instead of backing out.

I move to approve the construction of a second driveway entrance on Maple Drive for property at 8541 Spruce Drive.

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 Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

PARKS AND RECREATION

2015-0828 Door Security for the Franklin Loebe Center

Sound Incorporated, the security vendor for the Village, has provided pricing for the card reader security additions at the Franklin Loebe Center. The readers will be installed on the new doors that are being added in the preschool hallways. This item was referred directly to the Board for approval.

I move to approve the proposal from Sound Incorporated for the equipment and installation of the card reader security additions at a cost of \$7,230.00.

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

Aye: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

MAYOR'S REPORT

2015-0778 Amend Number of Liquor Licenses - Title 7 Chapter 4 - Ordinance

Increase number of Class A liquor licenses from sixty-three (63) to sixty-four (64) for restaurant in Mariano's, 9504 - 142nd Street, and increase number of Class B liquor licenses from twenty-two (22) to twenty-three (23) for packaged sales of alcoholic liquor at Mariano's.

Decrease number of Class C liquor licenses from nine (9) to eight (8) due to closing of Cafe Au Parc.

I move to pass Ordinance Number 5055, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS A, CLASS B AND CLASS C LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

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

Aye: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

VILLAGE MANAGER'S REPORT

2015-0809 Intergovernmental Affairs Consultants

Village Manager Grimes reported that the Village employs both William M. Filan and Smith Dawson and Andrews, Inc to provide intergovernmental affairs assistance at the state and federal levels respectively. The agreement with William M. Filan is for \$3,000.00 per month. The agreement with Smith Dawson and Andrews Inc. is for \$3,333.33 per month.

Staff seeks authorization to continue services for one year, beginning Jan 1, 2016 and ending December 31, 2016.

I move to approve the Village Manager to execute an agreement with William Filan of Chicago, IL in the amount of \$36,000.00 and an agreement with Smith Dawson and Andrews, Inc. of Washington D.C. in the amount of \$40,000 to provide intergovernmental affairs services.

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 Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

2015-0817 2016-2018 Strategic Plan

Village Manager Grimes reported that on September 3, 2013, the Village Board formally adopted the 2013-2016 Strategic Plan. This year, the Village updated and revised its current strategic plan with the assistance of Mr. Mark Thorsby of SmithBucklin Consulting Services who facilitated the strategic planning process for the Village of Orland Park.

During the July 11, 2015, strategic planning meeting, the Village Board and community stakeholders came to a consensus on the following three strategic initiatives to guide the village's activities through 2018:

1. Economic Development
2. Downtown Development
3. Quality of Life
4. High Performance Organization

Subsequently, each department has formulated objectives to advance each initiative, which have been rolled up into the attached strategic plan document. We

have attempted to focus on the key objectives needed to meet the above strategic pillars defined by the Board, and leave the operational objectives at the staff level. Embracing a High Performing Organization was added as a new initiative. The High Performance Organization Model is a leading organizational development practice for local governments.

The High Performing Organization initiative was broken down into functional areas: business process improvement, technology skill development, and customer service enhancement. The four initiatives will also be aligned with our performance management program. This will allow us to track our progress in advancing each initiative, and make adjustments if the desired results are not being achieved.

I move to approve to formally adopt the Strategic Plan 2016-2018 as presented.

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

Aye: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

BOARD COMMENTS

The entire Board wished everyone a Happy Holiday Season!

EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) approval of minutes; b) the purchase or lease of real property for the use of the village; and c) 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 Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

RECONVENE BOARD MEETING

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

The purpose of executive session was for the discussion of a) approval of minutes; b) the purchase or lease of real property for the use of the village; and c) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

ADJOURNMENT - 7:50 PM

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

Aye: 6 - Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Calandriello, Trustee Carroll, and President McLaughlin

Nay: 0

Absent: 1 - Trustee Griffin Ruzich

/nm

APPROVED:

Respectfully Submitted,

John C. Mehalek, Village Clerk

DATE: January 4, 2016

REQUEST FOR ACTION REPORT

File Number:	2016-0015
Orig. Department:	Village Clerk
File Name:	Carl Sandburg High School Music Booster Club - Raffle License

BACKGROUND:

The Carl Sandburg High School Music Booster Club is requesting a license to sell raffle tickets at their fundraiser event on Friday, February 19, 2016 at the Civic Center. The winning raffle changes will be drawn at 10 PM on February 19th.

Funds raised from this raffle will benefit the music program.

All required documents have been submitted.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve issuing a raffle license to The Carl Sandburg High School Music Booster Club to sell tickets during their event on Friday, February 19, 2016 at the Civic Center.

VILLAGE OF ORLAND PARK
14700 RAVINIA AVENUE
ORLAND PARK, IL 60462

2016
APPLICATION FOR LICENSE TO SELL
RAFFLE TICKETS
(This is a two-sided application)

(To be completed by Village staff)

Date Approved: _____
Date Denied: _____
Approval: _____
Village Clerk
Expires: _____

**APPROVED APPLICATION
SERVES AS LICENSE**

PLEASE NOTE: Any misrepresentation or falsification of the information sought below may result in revocation of the License as granted. Applications must be submitted at least 30 days prior to the raffle date requested.
For information or questions, please call (708) 403-6150.
~Each license is valid for not more than 1 raffle per week during any 1 year period.~

**NAMES OF UNDERSIGNED ORGANIZATION OFFICERS
(PERSONS SUBMITTING APPLICATION)**

DATE OF APPLICATION: DECEMBER 18, 2015

PRESIDENT OR PRESIDING OFFICER: Donald Vachon

SECRETARY: Pat Duffy

ADDRESS OF APPLICANT: 9540 W 144th Place
Orland Park IL 60462

ORGANIZATION REQUESTING LICENSE: Sandburg Music Boosters

ADDRESS OF ORGANIZATION: 13300 S La Grange Rd
Orland Park IL 60462

NAME AND ADDRESS OF RAFFLE MANAGER: Elvie WETTMER
9540 W 144th Pl Suite A Orland Park IL 60462

PHONE: 708-207-8085

ADDRESS OF PLACE(S) OR AREA(S) WHERE CHANCES ARE TO BE SOLD OR ISSUED: OP Civic Center 14750 S Ravinia OP IL 60462

PURPOSE OF RAFFLE: Fund Raiser for Sandburg HS Music program

TIME PERIOD WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED: FEB 19, 2016

MAXIMUM NUMBER OF RAFFLE CHANCES TO BE SOLD OR ISSUED: 1000

PRICE OF CHANCES: \$1.5 TOTAL PRIZE VALUE: 1500 LARGEST SINGLE PRIZE: 1500

TIME, DATE AND LOCATION WHERE WINNING RAFFLE CHANCE WILL BE DETERMINED:
10p 2-19-16 OP Civic Center
Time Date Location of Raffle Drawing (Address, City, State)

OVER

CHECK TYPE OF NON-PROFIT ORGANIZATION AND ATTACH DOCUMENTATION

Religious _____ Charitable _____ Labor _____ Fraternal _____ Business _____

Educational P Veterans' Organization _____ *Non-Profit Fund Raising P

*(check this box if organized solely to raise funds for an individual or group of individuals suffering extreme financial hardship, as a result of illness, disability, accident or disaster)

LENGTH OF TIME ORGANIZATION HAS BEEN IN EXISTENCE: 20 yrs

PLACE AND DATE OF INCORPORATION OF ORGANIZATION: _____

IF NOT A CORPORATION, STATE WHEN AND HOW ORGANIZED: Volunteer

Parent Boosted Club to Support Southburg Junior Students

NUMBER OF MEMBERS OF ORGANIZATION THAT RESIDE IN VILLAGE: 300-400

The undersigned, under oath attest that we have read and understand Ordinance #3480 entitled "An ordinance of the Village of Orland Park establishing a system for the licensing of organizations to operate raffles" and we further attest to the non-profit character of the prospective license organization.

Further the undersigned attest that they comply with all provisions of Ordinance #3480 and understand that violations of this ordinance are subject to fines of not less than one-hundred dollars (\$100.00) and not more than seven-hundred-and-fifty dollars (\$750.00) per violation.

President or Presiding Officer DONALD VIAEHA
Type or Print Name

Signature: Don Viaeha

ATTEST:
Secretary: PATRICK DUSBY
Type or Print Name

Signature: [Signature]

SUBSCRIBED AND SWORN TO

before me this 18th
day of December, 2015.



Deborah D'Atomo
(Notary Public)

Commission Expires: 9-18-18

DATE: January 4, 2016

REQUEST FOR ACTION REPORT

File Number:	2016-0013
Orig. Department:	Finance Department
File Name:	Payroll - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-Weekly Payroll for December 18, 2015 in the amount of \$1,108,018.04.

Bi-Weekly Payroll for December 18, 2015

VILLAGE MANAGER	010-1100	28,721.40
VILLAGE CLERK	010-1200	8,690.00
PUBLIC INFORMATION	010-1201	4,508.40
FINANCE	010-1400	41,005.63
OFFICIALS	010-1500	11,274.51
M.I.S.	010-1600	11,872.50
BUILDING MAINTENANCE	010-1700	27,118.72
DEVELOPMENT SERVICES - ADMINISTRATION DIVISION	010-2001	15,996.81
DEVELOPMENT SERVICES - BUILDING DIVISION	010-2002	29,795.78
DEVELOPMENT SERVICES - PLANNING DIVISION	010-2003	16,111.80
DEVELOPMENT SERVICES - TRANSPORTATION & ENGINEERING DIVISION	010-2004	12,062.30
PUBLIC WORKS - ADMINISTRATION	010-5001	19,239.04
PUBLIC WORKS - STREETS	010-5002	52,179.43
PUBLIC WORKS - TRANSPORTATION	010-5003	3,925.74
PUBLIC WORKS - VEHICLE & EQUIPMENT	010-5006	16,142.44
POLICE	010-7002	581,674.22
CIVIC CENTER	021-1800	4,886.20
PUBLIC WORKS - WATER & SEWER	031-6001	51,253.89
RECREATION - ADMINISTRATION	283-4001	66,148.52
RECREATION - PROGRAMS	283-4002	21,156.66
RECREATION - PARK OPERATIONS	283-4003	51,436.30
RECREATION - CENTENNIAL POOL	283-4005	-
RECREATION - SPORTSPLEX	283-4007	21,735.53
RECREATION - SPECIAL RECREATION	283-4008	11,082.22
GROSS PAY		\$ 1,108,018.04
AFSCME DUES	2053000	(1,684.44)
IBEW DUES	2053100	(186.95)
IUOE DUES	2053200	(926.52)
ORLAND POLICE SUPERVISOR DUES	2054000	(190.00)
POLICE PENSION	2055000	(43,044.44)
POLICE PENSION TRUE COST	2055500	-
IMRF VOLUNTARY LIFE INSURANCE	2057200	(1,136.00)
POLICE - M.A.P. DUES	2054500	(1,303.50)
SOCIAL SECURITY TAX	2061000	(36,776.11)
MEDICARE TAX	2062000	(15,430.24)
IMRF	2063000	(24,679.70)
IMRF - SLEP PLAN	2063000	(449.19)
IMRF - VOLUNTARY ADD'L CONTRIBUTION	2063500	(5,096.28)
FEDERAL TAX	2065000	(141,519.03)
STATE TAX	2066000	(35,987.63)
ICMA DEFERRED	2067000	(1,857.02)
NATIONWIDE DEFERRED	2067100	(6,718.07)
MASS MUTUAL DEFERRED	2067200	(13,151.98)
AXA DEFERED	2101310	(370.00)
HEALTH INSURANCE - EMPL CONTRIBUTIONS	2068000	(14,964.94)
HDHP HEALTH INSURANCE - EMPL CONTRIBUTIONS	2058300	(9,450.17)
HDHP HEALTH INSURANCE - EMPL DISBURSEMENTS	2058300	9,450.17
FLEXIBLE SPENDING ACCOUNTS	2058200	(2,366.92)
VACATION PURCHASE PROGRAM	0000000	(1,857.07)
AFLAC INSURANCES	2068100	(788.56)
CAIC INSURANCES	2068100	(513.06)
NATIONAL GUARDIAN INSURANCE	2057800	(39.01)
SUPPORT	2053600	(7,785.73)
GARNISHMENTS	2053600	(757.46)
MISCELLANEOUS DEDUCTION	2058100	-
MILITARY BASIC PAY DEDUCTION	1010000	-
NET PAY	1011000	\$ 748,438.19

DATE: January 4, 2016

REQUEST FOR ACTION REPORT

File Number:	2016-0014
Orig. Department:	Finance Department
File Name:	Accounts Payable - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable from December 22, 2015 through January 4, 2016 in the amount of \$2,841,338.06.

**Village of Orland Park
Open Item Listing**

Run Date: 12/30/2015 User: bobrien

Status: POSTED Due Date: 01/04/2016
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] 1059 : AMBASSADOR CAR CARRIERS, INC.	12/01/15	I15-026411	15-000056	12/28/2015	1	Oct/Nov towing	010-5006-442400	\$ 414.00
	12/01/15	I15-026411	15-000056	12/28/2015	2	Oct/Nov towing	010-5006-442400	\$ 61.00
[VENDOR] 1156 : COOK COUNTY RECORDER & REGISTRAR	22811302015JOSEPH	I15-026527	15-003352	12/29/2015	1	Invoice #22811302015JOSEPH dated 11/30/15 - Development Agreement Hampton Court Subdivision 27-17-301-018	010-2003-442300	\$ 72.00
	22811302015JOSEPH	I15-026527	15-003352	12/29/2015	2	Invoice #22811302015JOSEPH dated 11/30/15 - Plat of Consolidation - 10700, 10716 Deer Trail Court	010-2003-442300	\$ 122.00
	22811302015JOSEPH	I15-026527	15-003352	12/29/2015	3	Invoice #22811302015JOSEPH dated 11/30/15 - Kelly Grove Subdivision - 27-09-211-001, 006, 007, 017	010-2003-442300	\$ 126.00
	12/28/15	I15-026561	15-003360	12/29/2015	1	To release weed lien - 14512 Ash Street PIN 27-10-102-047-0000	010-2002-442210	\$ 42.25
	12/28/15	I15-026562	15-003365	12/29/2015	1	To file weed lien - 13852 85th Avenue PIN 27-02-112-008-0000	010-2002-442210	\$ 42.25
	12/28/15	I15-026563	15-003366	12/29/2015	1	To file weed lien - 13852 85th Avenue PIN 27-02-112-008-0000	010-2002-442210	\$ 42.25
	12/28/15	I15-026564	15-003367	12/29/2015	1	To file weed lien - 16821 Sheridans Trail PIN 27-39-113-004-0000	010-2002-442210	\$ 42.25
	12/28/15	I15-026565	15-003368	12/29/2015	1	To file weed lien - 16821 Sheridans Trail PIN 27-39-113-004-0000	010-2002-442210	\$ 42.25
	12/28/15	I15-026567	15-003369	12/29/2015	1	To file weed lien - 16821 Sheridans Trail PIN 27-39-113-004-0000	010-2002-442210	\$ 42.25
	[VENDOR] 1191 : CROWLEY-SHEPPARD ASPHALT CO.	52880	I15-026500	15-002700	12/29/2015	1	Fountain Village Development Completion	010-0000-223500
52880		I15-026501	15-003048	12/29/2015	1	Balance - Fountain View	054-0000-443500	\$ 592.40
52853		I15-026502	15-003048	12/29/2015	1	Parkview Plaza Bike Path	054-0000-443500	\$ 7,882.00
[VENDOR] 1274 : FEDEX	5-249-40482	I15-026544		12/29/2015	1	LL	010-2004-441600	\$ 12.12
	5-249-40482	I15-026544		12/29/2015	2	Water billing	031-1400-441600	\$ 80.40
[VENDOR] 1307 : GASVODA & ASSOCIATES, INC.	15IPTS0728	I15-026342		12/23/2015	1	Erroneously paid invoice w/o freight on PO 15-2818	031-6003-461700	\$ 170.50
	15IJD0048	I15-026480	15-002780	12/28/2015	1	Replacement Pump #1, Barnes 7.5hp, Pinewood North Lift Station	031-6003-461700	\$ 5,877.00
[VENDOR] 1323 : GRAINGER, INC.	9900018608	I15-026464	15-003132	12/28/2015	1	#18L018 - Instant Cold Pack	283-4007-490440	\$ 173.40
	9900018616	I15-026465	15-003142	12/28/2015	1	Quote #37639070 Item #5NRX3 Hand Cleaning Wipes, 10W X 12 In Hercules 45333	010-7002-460290	\$ 281.00
	9900018624	I15-026466	15-003132	12/28/2015	1	#9WAN4 - Disposable gloves (large)	283-4007-490440	\$ 20.88
	9900018624	I15-026466	15-003132	12/28/2015	2	#9PV56 - Disposable gloves (Medium)	283-4007-490440	\$ 31.32
[VENDOR] 1375 : ILLINOIS ASSOCIATION OF CHIEFS OF POLICE	2015-1200	I16-000023	16-000034	12/30/2015	1	2016 Illinois Association of Chiefs of Police membership dues - Chief Timothy McCarthy	010-7002-429200	\$ 330.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	2015-1200	I16-000023	16-000034	12/30/2015	2	2016 Membership dues Deputy Chief Thomas Kenealy, Commander John Keating, Commander Pat Duggan, Commander Laura Guerra	010-7002-429200	\$ 420.00
[VENDOR] 1376 : AT & T	873-4718	I15-026356		12/23/2015	1	11/5-12/4	283-4001-441100	\$ 107.79
[VENDOR] 1396 : IMPRESSION PRINTING AND PROMOTIONS, INC.	19104	I15-026467	15-002865	12/28/2015	1	Form SSS - LEADS Folder - DBL Sided - Category on front, Recovery/Apprehension on back Quoted on 10/20/2015 by Mary, 1000 each at \$349.02	010-7002-460140	\$ 349.02
[VENDOR] 1463 : KLEIN, THORPE AND JENKINS LTD.	179434	I15-026532	15-003289	12/29/2015	1	Invoice #179434 dated 11/17/15 - General	010-0000-432100	\$ 119.43
	179435	I15-026533	15-003289	12/29/2015	1	Invoice #179435 dated 11/17/15 - Orland Auto Mall	010-0000-432100	\$ 3.06
	179436	I15-026534	15-003289	12/29/2015	1	Invoice #179436 dated 11/17/15 - St. George Corp.	010-0000-432100	\$ 60.45
	179437	I15-026535	15-003289	12/29/2015	1	Invoice #179437 dated 11/17/15 - James Hughes	010-0000-432100	\$ 3.06
	179438	I15-026536	15-003289	12/29/2015	1	Invoice #179438 dated 11/17/15 - Jeffrey Kowalis	010-0000-432100	\$ 6.12
	179439	I15-026537	15-003289	12/29/2015	1	Invoice #179439 dated 11/17/15 - PF Chang	010-0000-432100	\$ 45.90
	179440	I15-026538	15-003289	12/29/2015	1	Invoice #179440 dated 11/17/15 - Orland Auto Mall	010-0000-432100	\$ 4.59
	179441	I15-026539	15-003289	12/29/2015	1	Invoice #179441 dated 11/17/15 - Sears	010-0000-432100	\$ 0.14
	179444	I15-026540	15-003289	12/29/2015	1	Invoice #179444 dated 11/17/15 - O'Reilly	010-0000-432100	\$ 4.59
	179445	I15-026541	15-003289	12/29/2015	1	Invoice #179445 dated 11/17/15 - Orland Square Village	010-0000-432100	\$ 6.12
[VENDOR] 1472 : CONSERV FS	66000903	I15-026412	15-000092	12/28/2015	1	Snow pushers/Snow scoops - Parks	283-4003-460170	\$ 186.32
[VENDOR] 1511 : MARTIN IMPLEMENT SALES, INC.	P96775	I15-026498	15-000078	12/29/2015	1	Oxygen exchange	010-5006-461990	\$ 42.32
[VENDOR] 1541 : MIDAS AUTO SYSTEM EXPERTS	3293547	I15-026479	15-000127	12/28/2015	1	Brake lines install	010-5006-443400	\$ 619.95
	3293704	I15-026512	15-000127	12/29/2015	1	Alignment	010-5006-443400	\$ 50.00
[VENDOR] 1542 : FLEETPRIDE	73952024	I15-026405	15-000070	12/28/2015	1	Seal	010-5006-461800	\$ 63.36
	73841218	I15-026441	15-000070	12/28/2015	1	Mudflaps	010-5006-461800	\$ 14.86
[VENDOR] 1593 : NEOPOST USA, INC.	12/21/15	I15-026542		12/21/2015	1	Postage	010-0000-150110	\$ 4,000.00
[VENDOR] 1601 : NICOR	2632528	I15-026330		12/18/2015	1	9/1 to 10/1	010-1700-441700	\$ 92.55
	2632528	I15-026331		12/18/2015	1	10/1 to 11/2	010-1700-441700	\$ 320.06
	2632528	I15-026332		12/18/2015	1	11/2 to 1/2	010-1700-441700	\$ 838.74
	4685836	I15-026333		12/18/2015	1	9/1 to 10/1	010-1700-441700	\$ 85.17
	4685836	I15-026335		12/18/2015	1	11/2 to 12/2	010-1700-441700	\$ 556.05
[VENDOR] 1604 : NUTOYS LEISURE PRODUCTS	43806	I15-026489	15-002938	12/28/2015	1	CL200363 Handrail LH Vertical Ladder Panel Tan	283-4003-461600	\$ 305.00
	43806	I15-026489	15-002938	12/28/2015	2	CL200364 Handrail RH Vertical Ladder Panel, Tan	283-4003-461600	\$ 305.00
	43806	I15-026489	15-002938	12/28/2015	3	100203 5/8 x 2 1/4 BHCS includes extra bolt for balcony deck. Double bolt bracket should be replaced	283-4003-461600	\$ 16.65

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	43806	I15-026489	15-002938	12/28/2015	4	100196 3/8 x 7/8i SST BHCS	283-4003-461600	\$ 2.40
	43806	I15-026489	15-002938	12/28/2015	5	100353 3/8" Flange nut	283-4003-461600	\$ 3.30
	43806	I15-026489	15-002938	12/28/2015	6	112989 Play Venture double bolt bracket	283-4003-461600	\$ 102.00
	43806	I15-026489	15-002938	12/28/2015	7	shipping	283-4003-461600	\$ 60.00
[VENDOR] 1623 : ORLAND BOWL, INC.	11/20/15	I15-026178	15-000280	12/11/2015	1	Fall 2015 Bowling - 11/7-11/28/15	283-4008-490100	\$ 4,860.00
[VENDOR] 1641 : PALOS SPORTS, INC.	215065-00	I15-026395	15-002905	12/28/2015	1	CSG-409-S HP 4'6x9'x2x5 Soccer Goal 1 goal only (per quote/order# 215065-00)	283-4003-461600	\$ 775.00
	215065-00	I15-026395	15-002905	12/28/2015	2	freight	283-4003-461600	\$ 75.00
[VENDOR] 1894 : WASTE MANAGEMENT OF ILLINOIS	1375313-4936-3	I15-026516	15-000320	12/29/2015	1	November	031-1400-442100	\$ 425,032.16
[VENDOR] 1898 : HD SUPPLY WATERWORKS	E501297	I15-026460	15-000535	12/28/2015	1	Water Meter Repair Parts	031-6002-464300	\$ 39,300.00
[VENDOR] 1924 : SIRCHIE	02332298-IN	I15-026473	15-003156	12/28/2015	1	Quote #0768399 Dated 11/19/15 Item FPT268A Replacement Porelon Pad	010-7002-460290	\$ 97.50
	02332298-IN	I15-026473	15-003156	12/28/2015	2	Shipping & Handling	010-7002-460290	\$ 12.00
[VENDOR] 2244 : SIR SPEEDY PRINTING #6129	9618	I15-026547	15-002448	12/29/2015	1	#10 REG ENV-CIVIC CTR 24# White Front Black Press - \$67.92	021-1800-460140	\$ 69.22
	9618	I15-026547	15-002448	12/29/2015	2	Letterhead - Civic Center 24# Howard Linen Bright White Front : Black Press - \$72.96	021-1800-460140	\$ 72.96
	9937	I15-026548	15-003016	12/29/2015	1	Printing of 500 updated routing slips.	010-1100-460140	\$ 39.04
[VENDOR] 2346 : INTOXIMETERS, INC.	516144	I15-026496	15-003145	12/29/2015	1	Quote #001-00-7272933 Mouthpiece Alco-Sensor FST Part #23-0120-00	010-7002-460290	\$ 120.00
	516144	I15-026496	15-003145	12/29/2015	2	Mouthpiece: ASIV OR EC/IR Construction: One-Way Individually Wrapped Part #23-0000-00	010-7002-460290	\$ 50.00
	516144	I15-026496	15-003145	12/29/2015	3	Estimated Shipping	010-7002-460290	\$ 19.50
[VENDOR] 2357 : ANIMAL WELFARE LEAGUE	7364	I15-026406	15-003353	12/28/2015	1	Invoice #7364 Dated 11/30/15 Municipality Impounds Between 11/1/15 and 11/30/15 2 Cats Held 6 Days	010-7002-442600	\$ 190.50
	7364	I15-026406	15-003353	12/28/2015	2	Wildlife	010-7002-442600	\$ 61.50
[VENDOR] 2452 : SECRETARY OF STATE	12/09/15	I16-000008	16-000030	12/29/2015	1	License Plate Renewals for Units 1495, 1462, and 1459 All Expiring January 31, 2016	010-7002-484100	\$ 303.00
	12/22/15	I15-026559	15-003342	12/29/2015	1	Title Application for Seized Vehicle: 1990 Oldsmobile Cutlass, VIN #1G3AL54N2L6371032, Case #15-108696	010-7002-484100	\$ 95.00
[VENDOR] 2575 : DREISILKER ELECTRIC MOTORS, INC.	I988437	I15-026396	15-003217	12/28/2015	1	1- BX1-5/8 BUSH 1- BX-2-3/16 BUSH 1- 2B5V48 PULLEY 1- 2B5V56 PULLEY 1- 15HP 1800RPM 208-230/460MARATHON GY MOTOR	283-4007-461700	\$ 1,093.41
[VENDOR] 2823 : SOUTH SUBURBAN ASSN.OF CHIEFS OF POLICE	12/10/15	I16-000016	16-000039	12/29/2015	1	South Suburban Assoc. of Chiefs of Police 2016 dues - Chief Timothy McCarthy, Deputy Chief Thomas Kenealy, Commander John Keating, Commander Laura Guerra, Commander Pat Duggan	010-7002-429200	\$ 250.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 2830 : CDW GOVERNMENT LLC	BGW6016	I15-026468	15-003148	12/28/2015	1	WD WDBFJK0020HBK - hard drive - 2 TB CDW#3154339	010-1600-460110	\$ 207.46
	BGW6016	I15-026468	15-003148	12/28/2015	2	ZOTAC GeForce GTX 970 Card	010-1600-460110	\$ 346.99
	BGZ4730	I15-026469	15-003149	12/28/2015	1	StarTech.com 50ft Active CL2 In-wall High Speed HDMI Cable Ultra HD 4k x 2k Mfg. Part: HDMM50A CDW Part: 3134640	010-1600-460110	\$ 141.32
	BGZ4730	I15-026469	15-003149	12/28/2015	2	C2G HDMI, VGA + 3.5mm Pass Through Single Gang Wall Plate - wall plate Mfg. Part: 60144 CDW # 3587323	010-1600-460110	\$ 38.54
	BGZ4730	I15-026469	15-003149	12/28/2015	3	Tripp Lite 6ft High Speed HDMI Digital Audio Video Gold Cable Shielded 6' Mfg. Part: P568-006 CDW Part: 755135	010-1600-460110	\$ 9.17
	BGV3884	I15-026470	15-003150	12/28/2015	1	Cisco Small Business SF 100D-08 - switch - 8 ports - unmanaged - desktop - CDW # 2673947	010-1600-460110	\$ 62.06
[VENDOR] 2842 : MID AMERICA TREE & LANDSCAPE, INC.	09/01/15	I15-026380	15-001676	12/23/2015	1	Turf mowing at village owned and maintained pond sites throughout village - August bill never paid	031-6007-443510	\$ 18,313.15
	2761	I15-026384	15-002659	12/28/2015	1	Invoice 2716 - Nuisance mowing at 8117 St James Court on 9-24-2015. Other work performed as requested includes debris cleanup, removal and disposal. Large branch cleanup and disposal.	010-2002-442210	\$ 740.00
	2762	I15-026385	15-002672	12/28/2015	1	Nuisance mowing, cleanup and removal of concrete debris at 15459 70th Court. Work completed on 9/25/2015.	010-2002-442210	\$ 2,100.00
	2771	I15-026386	15-002814	12/28/2015	1	Nuisance Mowing/cutting/removal and disposal of 7ft tall weeds in entire backyard of 17460 Highwood Drive. Cutting, removal and disposal of dead bushes from front and side of residence. Work performed on 10/1/2015	010-2002-442210	\$ 1,400.00
	2773	I15-026387	15-003305	12/28/2015	1	Cutting, Removal and Disposal of Overgrown Trees and Shrubs on 10/12/15 as requested at 13852 85th Avenue. This is for work performed on front and sides of residence. Backyard could not be accessed as a dog was released in backyard.	010-2002-442210	\$ 1,100.00
	2810	I15-026388	14-001373	12/28/2015	1	Tree purchase/planting by Parks and PW due to Emerald Ash Borer infestation - 13 trees	054-0000-470700	\$ 2,665.00
	2819	I15-026389	14-001373	12/28/2015	1	Tree purchase/planting by Parks and PW due to Emerald Ash Borer infestation - 20 trees	054-0000-470700	\$ 4,100.00
[VENDOR] 2974 : KUSTOM SIGNALS, INC.	521842	I15-026399	15-003234	12/28/2015	1	Repair of Radar Gun Serial #FH03468 RMA# 206733SR-Web 65412	010-7002-443200	\$ 380.04
[VENDOR] 2976 : A.T. KULOVITZ & ASSOCIATES, INC.	15-155	I15-026401	15-001155	12/28/2015	1	Armor Express Ballistic Vest Razor II To Be Measured - Duggan	010-7002-460190	\$ 650.00
	15-155	I15-026401	15-001155	12/28/2015	2	Invoice #15-155 Change Officer From Osthoff to W. Duggan and Update Price From Original Quote to Armor Express Body Armor	010-7002-460190	\$ 25.00
[VENDOR] 3037 : SERVICE SANITATION, INC.	7094525	I15-026446	15-000417	12/28/2015	1	Portable toilets - PW	283-4003-444550	\$ 62.00
	7094524	I15-026447	15-000417	12/28/2015	1	Portable toilets - Ice rink	283-4003-444550	\$ 97.00
[VENDOR] 3132 : MOTIVE PARTS CO. - FMP	52-298116	I15-026482	15-000082	12/28/2015	1	Oil filters	010-5006-461800	\$ 25.44
	52-298116	I15-026482	15-000082	12/28/2015	2	Dexcool	010-5006-462200	\$ 19.98
	52-298803	I15-026506	15-000082	12/29/2015	1	Switch	010-5006-461800	\$ 11.03
	52-298875	I15-026508	15-000082	12/29/2015	1	End kits	010-5006-461800	\$ 86.06

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	52-299005	I15-026509	15-000082	12/29/2015	1	Transmission pans	010-5006-461800	\$ 30.06
	50-1204464	I15-026520	15-000082	12/29/2015	1	Mini lamps	010-5006-461800	\$ 34.44
[VENDOR] 3925 : ILLINOIS DEPARTMENT OF REVENUE	12/18/2015	I15-026288		12/18/2015	1	State Tax Withholdings 12.18.2015 BWPR	010-0000-215101	\$ 35,987.63
	12/30/2015	I15-026375		12/30/2015	1	State Tax Withholdings 12.30.2015	010-0000-215101	\$ 32,962.69
[VENDOR] 4254 : RAY O'HERRON/CHICAGOLAND	1566415-IN	I15-026618	15-003153	12/30/2015	1	Quote #1115 Item #ZT11 Zak Tool Tactical Handcuff Key	010-7002-460290	\$ 47.94
[VENDOR] 4506 : WILLE BROTHERS COMPANY	347538	I15-026427	15-003341	12/28/2015	1	Invoice #347538 dated 10/14/15 - 5 - YD 6 Bag Ready Mix Concrete and Cartage	283-4005-461650	\$ 590.00
	347685	I15-026428	15-003341	12/28/2015	1	Invoice #347685 dated 10/21/15 - 33.50 YD 4000 PSI A/E	283-4005-461650	\$ 3,718.50
	627146	I15-026429	15-003340	12/28/2015	1	Invoice #627146 - 8-YD Bag Ready Mix Concrete	283-4005-461650	\$ 880.00
	347741	I15-026430	15-003340	12/28/2015	1	Invoice #347741 - 30 - YD 4000 PSI A/E	283-4005-461650	\$ 3,330.00
	347845	I15-026431	15-003341	12/28/2015	1	Invoice #347845 dated 10/29/15 - 1 YD 6 Bag ready mix concrete, 1 YD 1/2% Chloride and cartage on ready mix concrete	283-4005-461650	\$ 311.65
	347789	I15-026435	15-003319	12/28/2015	1	Invoice #347789 - 20 YD 4000 PSI	283-4005-461650	\$ 2,220.00
[VENDOR] 4759 : AFLAC	12/18/2015	I15-026292		12/18/2015	1	Village of Orland Park 1/1/2016 Premium Group #D8052	010-0000-210129	\$ 1,777.78
[VENDOR] 4996 : MORTON ARBORETUM	22123106	I15-026360	15-003271	12/23/2015	1	Symposium: Benefits of Managing Trees for Risk on 12/2/15 @ The Morton Arboretum for Jim Shanahan.	010-5001-429100	\$ 50.00
	22123106	I15-026360	15-003271	12/23/2015	2	Symposium: Benefits of Managing Trees for Risk on 12/2/15 @ The Morton Arboretum. Ryan Callaghan	010-5001-429100	\$ 50.00
[VENDOR] 5002 : SOUTHTOWN PAINT & WALLPAPER CO	001050670	I15-026450	15-000398	12/28/2015	1	Paint/Painting supplies - SPLX	283-4007-461300	\$ 108.34
[VENDOR] 5681 : INTERNATIONAL ASSOCIATION OF	11/10/15	I16-000020	16-000017	12/29/2015	1	IAFCI 2016 Dues Renewal - Inv. James Grimmett invoice 31875	010-7002-429200	\$ 70.00
	11/10/15	I16-000020	16-000017	12/29/2015	2	Illinois Chapter Assessment	010-7002-429200	\$ 10.00
[VENDOR] 6022 : SOUTHWEST MAJOR CASE UNIT	01/01/16	I16-000022	16-000032	12/30/2015	1	Southwest Major Case Unit 2016 dues	010-7002-429200	\$ 500.00
[VENDOR] 6185 : B & H TECHNICAL SERVICES, INC.	11-178mr	I15-026523	15-000530	12/29/2015	1	Copy Overages - Plotwave OCE Large Format Plotter - 10/2-10/30/15	010-2001-443600	\$ 13.20
[VENDOR] 6391 : FASTENAL COMPANY	ILORL28439	I15-026362	15-000038	12/23/2015	1	Misc V & E repair supplies	010-5006-461990	\$ 39.30
	ILORL28357	I15-026490	15-000038	12/28/2015	1	Misc repair supply	010-5006-461990	\$ 54.56
[VENDOR] 6850 : CENTRAL PARTS WAREHOUSE	338196A	I15-026483	15-000018	12/28/2015	1	Snow fighting repair parts	010-5006-461720	\$ 317.40
	338220A	I15-026484	15-000018	12/28/2015	1	Snow fighting repair parts	010-5006-461720	\$ 288.43
	337497A	I15-026487	15-000018	12/28/2015	1	Parts - Snow removal	010-5006-461720	\$ 208.20
	338059B	I15-026488	15-000018	12/28/2015	1	Pin lock kit return	010-5006-461720	\$ -11.20
[VENDOR] 7227 : NORTHWESTERN UNIVERSITY, CENTER FOR PUBLIC SAFETY	5914	I16-000007	16-000031	12/29/2015	1	Invoice #5914 Course ID/Section ID MT-SPSC 010416-PLA.IL School of Police Staff and Command Orland Park Police Department, Lt. Thomas Hottinger,	010-7002-429100	\$ 3,650.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						01/04/16-05/06/16		
[VENDOR] 7343 : CARQUEST AUTO PARTS STORES	2543-397228	I15-026486	15-000073	12/28/2015	1	Sealed beams	010-5006-461800	\$ 121.70
	2543-397426	I15-026493	15-000073	12/28/2015	1	1/4 oz stick on weights	010-5006-461800	\$ 64.37
	2543-397281	I15-026494	15-000073	12/28/2015	1	Belt	010-5006-461800	\$ 4.85
	2543-397224	I15-026495	15-000073	12/29/2015	1	Belt	010-5006-461700	\$ 9.70
	2543-398404	I15-026507	15-000073	12/29/2015	1	Fuel filter	010-5006-461800	\$ 5.87
	2543-398477	I15-026510	15-000073	12/29/2015	1	Thermostat	010-5006-461800	\$ 35.25
[VENDOR] 7459 : SECRETARY OF STATE DRIVER SERVICES DEPT.	12/08/15	I15-026575	15-003300	12/30/2015	1	Suspension fees - dated 12-08-15, ref. nos. 546568 and 1888386	010-7002-484100	\$ 20.00
[VENDOR] 7695 : FIFTH THIRD BANK	08312015	I15-023101		09/25/2015	1	Refund Receipt #0000295009-12 - Refund for the Civic Leadership Academy 2014-2015 for 10/21/14 Policing in a Democratic Society - PCard	010-1100-429100	\$ -90.00
	08312015	I15-023101		09/25/2015	2	Receipt #0000295007-11 - Refund for the Civic Leadership Academy 2014-2015 for 8/28/14 Leaders as Change Agents. - PCard	010-1100-429100	\$ -90.00
[VENDOR] 7874 : AMPEST EXTERMINATING & WILDLIFE CONTROL	43145	I15-026570	15-003306	12/29/2015	1	Rodent Control at 16821 Sheridan's Trail	010-2002-442210	\$ 365.00
[VENDOR] 8231 : APPLE CHEVROLET	294187	I15-026478	15-000067	12/28/2015	1	Switch	010-5006-461800	\$ 17.11
	294183	I15-026497	15-000067	12/29/2015	1	Power door lock switch	010-5006-461800	\$ 16.86
[VENDOR] 8489 : UNITED STATES TREASURY	12/18/2015	I15-026294		12/18/2015	1	Medicare Tax Withholdings 12.18.2015	010-0000-215103	\$ 30,860.48
	12/18/2015	I15-026294		12/18/2015	2	Social Security Tax Withholdings 12.18.2015	010-0000-215102	\$ 73,552.22
	12/18/2015	I15-026294		12/18/2015	3	Federal Tax Withholdings 12.18.2015	010-0000-215100	\$ 141,519.03
	12/30/2015	I15-026378		12/30/2015	1	Medicare Tax Withholdings 12.30.2015 BWPR	010-0000-215103	\$ 28,196.08
	12/30/2015	I15-026378		12/30/2015	2	Social Security Tax Withholdings 12.30.2015 BWPR	010-0000-215102	\$ 70,836.10
	12/30/2015	I15-026378		12/30/2015	3	Federal Tax Withholdings 12.30.2015 BWPR	010-0000-215100	\$ 124,917.61
[VENDOR] 8693 : FBI/LEEDA	11/20/15	I16-000017	16-000038	12/29/2015	1	FBI-LEEDA 2016 dues - Membership number 40092, Deputy Chief Thomas D. Kenealy - please change Title to Deputy Chief	010-7002-429200	\$ 50.00
[VENDOR] 8716 : TRANSPORT FINISHES, INC.	20934	I15-026418	15-003177	12/28/2015	1	Repair right side door at upper mirror bracket	010-5006-443400	\$ 432.00
	20934	I15-026418	15-003177	12/28/2015	2	Replace 2 mirror bracket	010-5006-443400	\$ 120.70
	20934	I15-026418	15-003177	12/28/2015	3	Prep, prime and paint upper section of door	010-5006-443400	\$ 216.00
	20934	I15-026418	15-003177	12/28/2015	4	Paint and primer material	010-5006-443400	\$ 85.00
	20934	I15-026418	15-003177	12/28/2015	5	Miscellaneous supplies - tape, masking paper, sand paper, solvents, fusors and fillers	010-5006-443400	\$ 85.00
	20934	I15-026418	15-003177	12/28/2015	6	Environmental charge	010-5006-443400	\$ 10.00
[VENDOR] 8793 : AT & T MOBILITY	2870144672891	I15-026357		12/23/2015	1	10/19-11/18	010-1600-441100	\$ 65.65
	2870144672891	I15-026357		12/23/2015	2	10/19-11/18	010-1100-441100	\$ 196.92
	2870144672891	I15-026357		12/23/2015	3	10/19-11/18	010-1400-441100	\$ 65.65
[VENDOR] 8802 : MISSION SIGNS	2015-12196	I15-026451	15-003114	12/28/2015	1	Full color, 36" x 24" signs	010-9450-460140	\$ 135.36

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	2015-12196	I15-026451	15-003114	12/28/2015	2	Full color 27" x 18" signs	010-9450-460140	\$ 114.21
[VENDOR] 8841 : GEMPLER'S	SI01730085	I15-024234	15-001846	10/23/2015	1	Greenhouse Film, 24'w x 110'l. Item #163160	010-9450-460290	\$ 331.00
	SI01730085	I15-024234	15-001846	10/23/2015	2	Greenhouse film 21' x 110'; item #163160	010-9450-460290	\$ 288.15
	SI01730085	I15-024234	15-001846	10/23/2015	3	Shipping	010-9450-460290	\$ 69.95
[VENDOR] 9011 : HORTON INSURANCE AGENCY, INC.	399134	I16-000009	16-000054	12/29/2015	1	2016 Public Officials Bond #8661366 Premium (Village Clerk and Finance Director) - invoice #399134	092-0000-452600	\$ 1,486.00
	399210	I16-000010	16-000019	12/29/2015	1	Premium - Property/B&M/Inland Marine	092-0000-452200	\$ 92,305.00
	399210	I16-000010	16-000019	12/29/2015	2	Premium - Auto	092-0000-452200	\$ 117,479.00
	399210	I16-000010	16-000019	12/29/2015	3	Premium - Crime	092-0000-452300	\$ 5,134.00
	399210	I16-000010	16-000019	12/29/2015	4	Premium - Excess Liability	092-0000-452400	\$ 110,000.00
	399210	I16-000010	16-000019	12/29/2015	5	Premium - Cyber Liability	092-0000-452300	\$ 20,271.00
	399210	I16-000010	16-000019	12/29/2015	6	Premium - General Liability	092-0000-452300	\$ 71,685.00
	399210	I16-000010	16-000019	12/29/2015	7	Premium - Auto Liability	092-0000-452100	\$ 183,286.00
	399210	I16-000010	16-000019	12/29/2015	8	Premium - Police Professional Liability	092-0000-452700	\$ 14,337.00
	399210	I16-000010	16-000019	12/29/2015	9	Premium - Public Officials and EPLI	092-0000-452600	\$ 57,347.00
	399210	I16-000010	16-000019	12/29/2015	10	Premium - Excess Work Comp	092-0000-452500	\$ 83,014.00
[VENDOR] 9099 : COMCAST	8771401240275495	I15-026350		12/23/2015	1	12/14/15-1/13/16	010-1600-442850	\$ 147.85
	8771401240382655	I16-000004		12/23/2015	1	12/18/15-1/17/16	010-5001-441800	\$ 63.90
[VENDOR] 9156 : MASS MUTUAL	20151230	I15-026529		12/30/2015	1	401A Mass Mutual Plan #150164 - 12.30.2015 Group Annuity Payment for Police Supervisory Participates	010-7002-420750	\$ 67,344.34
[VENDOR] 9238 : BURRIS EQUIPMENT	RS11742A	I15-026352	15-002953	12/23/2015	1	Rental of stump grinder for ash tree stump removal.	010-5002-444500	\$ 288.00
	RS11742A	I15-026352	15-002953	12/23/2015	2	Additional week of rent on the stump grinder	010-5002-444500	\$ 1,000.00
[VENDOR] 9264 : ULRICH	10/12/15	I15-026383	15-003317	12/28/2015	1	invoice attached- 1 class at Sportsplex during Senior	283-4007-490200	\$ 30.00
[VENDOR] 9294 : MAP AUTOMOTIVE - CHICAGO	40-338210	I15-026407	15-000065	12/28/2015	1	Battery	010-5006-461800	\$ 85.15
	40-345220	I15-026408	15-000065	12/28/2015	1	Battery core return - Original invoice 331484	010-5006-461800	\$ -13.00
	40-344593	I15-026491	15-000065	12/28/2015	1	Oil	010-5006-462200	\$ 33.12
	40-344756	I15-026492	15-000065	12/28/2015	1	Belts	010-5006-461800	\$ 40.36
[VENDOR] 9302 : POMP'S TIRE	690034701	I15-026404	15-000076	12/28/2015	1	Tire disposal fee	010-5006-461890	\$ 60.00
	690034511	I15-026521	15-000076	12/29/2015	1	Truck tire repair	010-5006-443400	\$ 117.50
[VENDOR] 9599 : LOW VOLTAGE SYSTEMS	7021	I15-026424	15-000041	12/28/2015	1	Repairs - CPAC	283-4005-442800	\$ 100.00
[VENDOR] 9646 : THOMSON WEST	0832759985	I15-026514	15-003210	12/29/2015	1	Invoice #6103790481, November publication of Police Dept Disciplinary Bulletin	010-7002-429300	\$ 20.13
[VENDOR] 9656 : MENARDS - HOMER GLEN	75515	I15-026505	15-000084	12/29/2015	1	Pickets - Parks	283-4003-461990	\$ 38.75
	75443	I15-026602	15-000084	12/30/2015	1	Spike lights/Bulbs - Parks	283-4003-461990	\$ 105.49
[VENDOR] 9664 : WAREHOUSE DIRECT	2889821-0	I15-026456	15-000112	12/28/2015	1	Supplies - SPLX	283-4007-460150	\$ 515.36

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	2892208-0	I15-026458	15-003120	12/28/2015	1	WHDSM11 - "Spot Market" 92 Bright Multipurpose Copy Paper, 20-lb, 8.5x11, Ten 500 Sheet Reems/Carton	010-7002-460100	\$ 433.95
	2892214-0	I15-026459	15-003121	12/28/2015	1	AAGSK2400 - Classic Desk Pad, 22 x 17, 2016	010-7002-460100	\$ 108.78
	2892257-1	I15-026472	15-003126	12/28/2015	1	Sharpie Permanent markers - SAN15001	283-4003-460100	\$ 8.10
	2898678-0	I15-026620	15-003179	12/30/2015	1	Copy Paper "Spot Mart" 92 Bright - Multipurpose 20 lbs. 8 1/2 X 11 - WHDSM11	010-1200-460100	\$ 289.30
	2898678-0	I15-026620	15-003179	12/30/2015	2	White out - PAP61446	010-1200-460100	\$ 8.80
	2898678-0	I15-026620	15-003179	12/30/2015	3	Small Binder Clips 36 in a package - UNV10200VP3	010-1200-460290	\$ 9.24
	2898678-0	I15-026620	15-003179	12/30/2015	4	Velocity Roller Ball Pen - Blue Ink 7mm - BICRLC11BE	010-1200-460100	\$ 25.41
	2898678-0	I15-026620	15-003179	12/30/2015	5	Pilot G2 Premium Gel Ink Pens Black .7mm - PIL31020	010-1200-460100	\$ 42.00
	2898678-0	I15-026620	15-003179	12/30/2015	6	Big Tab Insertable Dividers Avery - AVE23281	010-1200-460100	\$ 10.00
	2898678-0	I15-026620	15-003179	12/30/2015	7	Magic Scotch Tape - MMM810P10K	010-1200-460100	\$ 13.17
[VENDOR] 10056 : LOWE'S COMPANIES, INC.	11172015	I15-026245	15-000258	12/11/2015	1	Electrical box covers - Civic Center	021-1800-461200	\$ 14.31
	11172015	I15-026245	15-000258	12/11/2015	2	Drill bit - BM	010-1700-460170	\$ 16.30
	02194	I15-026358	15-000226	12/23/2015	1	Screws - Util.	031-6002-461300	\$ 3.95
	02880	I15-026359	15-000226	12/23/2015	1	Clorox/Pine Sol	031-6002-461300	\$ 27.02
	02077	I15-026581	15-000094	12/30/2015	1	Flagging tape/Cable ties/Staples - Parks	283-4003-461990	\$ 40.30
	02061	I15-026582	15-000094	12/30/2015	1	Batteries/Painting supplies - Parks	283-4003-461990	\$ 29.38
	23771	I15-026583	15-000094	12/30/2015	1	Hanging wire/Cable ties - Parks	283-4003-461990	\$ 15.24
	02124	I15-026586	15-000094	12/30/2015	1	Cable ties/Conduit straps - Parks	283-4003-461990	\$ 33.18
	02124	I15-026586	15-000094	12/30/2015	2	Landscape fabric - Parks	283-4003-463300	\$ 9.48
	02139	I15-026587	15-000094	12/30/2015	1	Circ. saw blade/Flashlight - Parks	283-4003-460170	\$ 33.16
	02139	I15-026587	15-000094	12/30/2015	2	Heater - Parks	283-4003-460180	\$ 18.98
	02192	I15-026588	15-000094	12/30/2015	1	Light bulbs - Parks	283-4003-461990	\$ 56.90
	02206	I15-026589	15-000094	12/30/2015	1	Light bulbs - Parks	283-4003-461990	\$ 23.72
	02197	I15-026590	15-000094	12/30/2015	1	Light bulbs/Lube - Parks	283-4003-461990	\$ 55.89
	02443	I15-026594	15-000094	12/30/2015	1	Marking paint - Parks	283-4003-461990	\$ 42.73
	02592	I15-026603	15-000094	12/30/2015	1	Lumber - Parks	283-4003-461990	\$ 22.74
[VENDOR] 10079 : 22ND CENTURY MEDIA	00366626	I15-026531	15-003286	12/29/2015	1	2016 Budget Notice - Orland Park Prairie 11/19/15 Trans #00366626	010-1400-442300	\$ 52.92
[VENDOR] 10213 : CURRIE MOTORS	98959	I15-026519	15-000071	12/29/2015	1	Vac tube return	010-5006-461800	\$ -41.71
[VENDOR] 10391 : CENTRAL SOD FARMS	INV102186	I15-026461	15-003152	12/28/2015	1	Invoice #INV102186 dated 11/5/15 Big Roll KBG Sod	283-4003-463300	\$ 2,551.00
[VENDOR] 10401 : SCARIANO, HIMES AND PETRARCA	37257	I15-026513	15-003218	12/29/2015	1	Invoice 37257, professional services for vehicle hearing on 11-5-15	010-0000-432100	\$ 429.98
[VENDOR] 10622 : M J WORKS HOSE & FITTING	4830	I15-026390	15-000039	12/28/2015	1	Truck hoses	010-5006-461800	\$ 136.28
	4844	I15-026391	15-000039	12/28/2015	1	Truck hoses/Fittings	010-5006-461800	\$ 136.59
	4903	I15-026448	15-000039	12/28/2015	1	Equipment hose	010-5006-461700	\$ 29.66
[VENDOR] 10809 : DAY & ROBERT, P.C.	28406	I15-026425	15-003290	12/28/2015	1	Invoice #28406 dated 11/30/2015 - MFR	282-0000-432800	\$ 1,184.49

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	28368	I15-026426	15-003290	12/28/2015	1	Zoning Amendment Invoice #28368 dated 11/30/2015 - MST TIF	282-0000-432800	\$ 148.00
[VENDOR] 11183 : ARBOR DAY FOUNDATION	8666706983	I15-026355	15-003298	12/23/2015	1	Arbor Day Foundation membership renewal for John J. Ingram Member # 866-670-6983 January 2016 - January 2017	010-5001-429200	\$ 15.00
	8666706983	I15-026355	15-003298	12/23/2015	2	Arbor Day Friends of Tree City USA membership renewal for John J. Ingram Member # 866-670-6983 January 2016 - January 2017	010-5001-429200	\$ 15.00
[VENDOR] 11209 : INFOSEND, INC	99218	I15-026481	15-000300	12/28/2015	1	Printing of 11/23/15 utility bills	031-1400-442500	\$ 1,160.64
	99218	I15-026481	15-000300	12/28/2015	2	Postage for 11/23/15 utility bills	031-1400-441600	\$ 3,793.56
[VENDOR] 11222 : WEHMEIER PORTRAITS, LTD	25926	I15-026515	15-003205	12/29/2015	1	Invoice 25926, 15 X 30 Signature Blk Frame for 2015, wall portrait print with custom text, mounted, 8 X 10 print	010-7002-460260	\$ 730.00
[VENDOR] 11424 : AT & T	831-000-2478 678	I15-026353		12/23/2015	1	Internet svcs	010-1600-442850	\$ 1,820.06
[VENDOR] 11481 : REDFLEX TRAFFIC SYSTEMS	RTS0010004	I15-026543		12/29/2015	1	November	010-0000-372300	\$ 12,532.51
[VENDOR] 11488 : G & K SERVICES, INC.	1028282887	I15-026485	15-000502	12/28/2015	1	Shop rag service	010-5006-442700	\$ 64.83
[VENDOR] 11542 : FULLER'S CAR WASHES	11/30/15	I15-026619	15-003209	12/30/2015	1	Invoice Dated 11/30/15 Police Vehicle Car Washes and Details	010-7002-429700	\$ 1,635.00
[VENDOR] 12344 : RAY ALLEN MANUFACTURING COMPANY	325929	I15-026463	15-003147	12/28/2015	1	customer #IL6184, 5.11 GLOVES TAC K9 HANDLER LG, ITEM FE59360-L, sales rep Lisa Mikkelson quote 325929	010-7002-460200	\$ 39.99
	325929	I15-026463	15-003147	12/28/2015	2	ITEM 9652B2, SYNTECK TUG 16"x3" TWO HANDLE	010-7002-460200	\$ 16.99
	325929	I15-026463	15-003147	12/28/2015	3	ITEM KG7859, CLASSIC KONG XL (RED)	010-7002-460200	\$ 89.95
	325929	I15-026463	15-003147	12/28/2015	4	ITEM GNTUG, GOUGHNUTS TUG BLACK	010-7002-460200	\$ 27.99
	325929	I15-026463	15-003147	12/28/2015	5	ITEM 8772-BLA, RAM TECH LA LEAD 6'x 3/4"	010-7002-460200	\$ 21.99
	325929	I15-026463	15-003147	12/28/2015	6	ITEM RA14, AMBIDEXTROUS HIDDEN SLEEVE/VELCRO CLOSE	010-7002-460200	\$ 112.99
	325929	I15-026463	15-003147	12/28/2015	7	ITEM SB55, SM MAG STASH BOX/5W/LABEL	010-7002-460200	\$ 69.99
	325929	I15-026463	15-003147	12/28/2015	8	SHIPPING	010-7002-460200	\$ 25.00
[VENDOR] 12470 : LAW ENFORCEMENT RECORDS MANAGERS OF ILLINOIS	12/17/15	I16-000018	16-000036	12/29/2015	1	Law Enforcement Records Managers of Illinois - 2016 membership dues for Rick Dalzell	010-7002-429200	\$ 25.00
[VENDOR] 12472 : SILVER DOLLAR CORPORATION	2015P8	I15-026462	15-003134	12/28/2015	1	2015 Tax Rebate Program - Voice Over, Video, Pictures, YouTube Version and TV Version DVD - Invoice 2015P8	010-1201-432250	\$ 500.00
[VENDOR] 12534 : LAW ENFORCEMENT TRAINING, LLC (LET)	08/01/15	I16-000003	16-000021	12/23/2015	1	3 Court Smart Training Program Seminars, Civil Liability and Risk Management Training, Legal Updates, Honorarium, Room, Board and Mileage April 18-21, 2016 All Officers To Attend Training (4th Date Included With Book Purchase).	010-7002-429100	\$ 3,000.00

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[VENDOR] 12635 : CHICAGO PARTS & SOUND	721215	I15-026340	15-000970	12/23/2015	1	Filters/Wiper blades	010-5006-461800	\$ 70.33
	721695	I15-026341	15-000970	12/23/2015	1	Wiper blades/Bulbs	010-5006-461800	\$ 79.56
	723422	I15-026438	15-000970	12/28/2015	1	Filters/Screens	010-5006-461800	\$ 83.38
	721515	I15-026477	15-000970	12/28/2015	1	Blades/Filters/Halogen capsules	010-5006-461800	\$ 70.33
[VENDOR] 12785 : STAR UNIFORMS	149436	I15-026596	15-003344	12/30/2015	1	Stripes	010-7002-460190	\$ 24.00
	151987	I15-026597	15-003344	12/30/2015	1	Sgt patch	010-7002-460190	\$ 6.00
	152141	I15-026598	15-003344	12/30/2015	1	Patch	010-7002-460190	\$ 6.00
	154005	I15-026599	15-000726	12/30/2015	1	Item number womens pants size 14x33	010-7002-460190	\$ 83.00
[VENDOR] 13010 : CPR CELL PHONE REPAIR	12/15/15	I15-026545		12/29/2015	1	iPad repairs - MK - NO SALES TAX	010-2001-460180	\$ 114.99
[VENDOR] 13326 : POLICE EXECUTIVE RESEARCH	4843	I16-000021	16-000033	12/30/2015	1	Invoice 4843, 2016 PERF General - Member dues for Timothy J. McCarthy	010-7002-429200	\$ 475.00
[VENDOR] 13357 : DENLER, INC.	20093099	I15-025243	15-002278	11/19/2015	1	Pavement rejuvenator treatment on specified village roads.	054-0000-471250	\$ 13,394.70
[VENDOR] 13359 : STEINER ELECTRIC COMPANY	S005209581.002	I15-026409	15-003208	12/28/2015	1	Invoice #S005209581.002 dated 11/6/15 SQD 89903LG60V02 lighting contactor	021-1800-461200	\$ 371.22
	S005209581.001	I15-026410	15-003208	12/28/2015	1	Invoice #S005209581.001 1 - Quazite PC1212BA12 1 - Quazite PC1212CA0017	283-4003-461990	\$ 218.42
	S005209581.001	I15-026410	15-003208	12/28/2015	2	Invoice #S005209581.001 HOFF ASE6X6X4NK	021-1800-461200	\$ 23.44
	S005227605.001	I15-026419	15-003207	12/28/2015	1	2- S-A 52SA2CABA1P POP- 3 POS. SWITCH	021-1800-461200	\$ 106.66
[VENDOR] 13382 : DASH MEDICAL GLOVES	INV0964112	I15-026471	15-003133	12/28/2015	1	Quote #QTE0029343 Dated 11/19/15 Item NV100L Case Nuvo White Vinyl Exam Gloves Size: Large	010-7002-460290	\$ 38.90
[VENDOR] 13389 : TESKA ASSOCIATES, INC	6400	I15-026569	14-002728	12/29/2015	1	Orland Park Wayfinding and Branding Plan through 10/31/15	010-2003-484910	\$ 3,166.25
[VENDOR] 13394 : INTEGRITY FITNESS	7584	I15-026455	15-000330	12/28/2015	1	Sportsplex Fitness Equipment Maintenance and repair	283-4007-443200	\$ 744.26
[VENDOR] 13507 : EXPERT PAY	12/18/2015	I15-026285		12/18/2015	1	ExpertPay ACH Support Deductions 12.18.2015	010-0000-210110	\$ 7,785.73
	12/30/2015	I15-026373		12/30/2015	1	ExpertPay EE ACH Support Payments 12.30.2015	010-0000-210110	\$ 7,785.73
[VENDOR] 13620 : JDR LOGISTICS & DISTRIBUTION, LLC	104OP	I15-026361	15-003243	12/23/2015	1	12/09/15 hauling of wood chips	010-5002-443500	\$ 1,590.00
	104OP	I15-026361	15-003243	12/23/2015	2	12/09/15 hauling of wood chips	010-5002-443500	\$ 265.00
[VENDOR] 13655 : FORD QUALITY FLEET CARE	GS1500268	I15-026398	15-001521	12/28/2015	1	Service fee	010-5006-443400	\$ 17.15
[VENDOR] 13657 : BMO HARRIS BANK N.A.	12/18/2015	I15-026287		12/18/2015	1	Flexible Spending Transfer 12.18.2015	010-0000-210107	\$ 2,366.92
[VENDOR] 13720 : DYNEGY ENERGY SERVICES	0732010007	I15-026349		12/23/2015	1	Balance of original bill for the dates 8/26-9/23/15	010-5002-441300	\$ 0.03

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13724 : RAY'S AUTO BODY	26720	I15-026518	15-003279	12/29/2015	1	Replace rear bumper on unit 2012	010-5006-443400	\$ 645.94
[VENDOR] 13775 : PLAY ILLINOIS, LLC	70368	I15-024917	15-002559	11/09/2015	1	Ramp Replacement parts, Transfer Station parts, Clamps for transfer station and Square Platform replacement per attached quote	283-4003-461600	\$ 4,609.25
	70564	I15-026139	15-002725	12/10/2015	1	030-0895 - S2000 Hal Hex Platforms (4 post design)	283-4003-461600	\$ 3,472.00
	70564	I15-026139	15-002725	12/10/2015	2	350-0231 - S2000 Platform/Buckle Bridge Reinforcement Kit	283-4003-461600	\$ 323.00
	70564	I15-026139	15-002725	12/10/2015	3	036-0467 - Hardware Package	283-4003-461600	\$ 44.36
	70564	I15-026139	15-002725	12/10/2015	4	036-1136 - Hardware Package	283-4003-461600	\$ 107.00
	70564	I15-026139	15-002725	12/10/2015	5	036-1195 - Hardware Package	283-4003-461600	\$ 58.00
	70564	I15-026139	15-002725	12/10/2015	6	Shipping	283-4003-461600	\$ 281.00
[VENDOR] 13833 : UNIVERSITY OF VIRGINIA	25815	I15-026528	15-003118	12/29/2015	1	Invoice #25815 dated 11/12/15 - Senior Executive Institute - LEAD Program - 1/16/16 - 1/22/16 - Mampe	010-0000-150000	\$ 4,000.00
[VENDOR] 13835 : MOWING DEPOT	12/3/2015	I15-025840		12/03/2015	1	Rt#8 Pre-Route Inspection	010-5002-442200	\$ 100.00
	12/3/2015	I15-025840		12/03/2015	2	Rt#8 Snow Event 11/21/2015	010-5002-442200	\$ 567.22
[VENDOR] 13850 : CIT INTERNATIONAL, INC.	12/04/15	I16-000013	16-000012	12/29/2015	1	2016 CIT International Conference April 25-27, 2016 Chicago, IL Sgts. Siewert and Boblak	010-7002-429100	\$ 700.00
	12/09/15	I16-000014	16-000011	12/29/2015	1	Crisis Intervention Team International Annual Regular Membership - Sgts. Siewert and Boblak	010-7002-429200	\$ 50.00
	12/10/15	I16-000015	16-000037	12/29/2015	1	CIT Coordinators Certification Training April 27-28, 2016 Hilton Chicago Troy Siewert	010-7002-429100	\$ 100.00
	12/10/15	I16-000015	16-000037	12/29/2015	2	CIT Coordinators Certification Training April 27-28, 2016 Hilton Chicago Andrew Boblak	010-7002-429100	\$ 100.00
[VENDOR] 13852 : SILLWORKS PARTS DIRECT	04A-119783	I15-026436	15-003265	12/28/2015	1	652605-B21 HP G8 G9 146-GB 6G 15K 2.5 SAS SC Hard Drive Product ID: 459226	010-1600-460110	\$ 1,239.60
[VENDOR] 3333333.1394 : ALFONSAS J. BALEISIS	12/16/15	I15-026298		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement - Alfonsas J. Baleisis 8556 West 144th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1396 : LAWRENCE L. BOGOSH & DARLENE J. BOGOSH	12/16/15	I15-026302		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement - Lawrence & Darlene Bogosh 8549 West 144th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1397 : FORREST J. BORDELON, II & KATHLEEN A. BORDELON	12/16/15	I15-026303		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Forrest & Kathleen Bordelon 8632 West 145th Place	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1399 : ANTHONY J. COPIA	12/16/15	I15-026305		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Anthony Copia 8640 West 145th Place	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1400 : BRIDGET DEPUE	12/16/15	I15-026306		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Bridget DePue 8600 West 144th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1401 : BARBARA A. DEVAL	12/16/15	I15-026307		12/22/2015	1	Maycliff Subdivision Storm Water	031-6007-470500	\$ 3,300.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						Improvement Easement Barbara Deval 8540 West 145th Place		
[VENDOR] 3333333.1402 : RUSSELL E. DURR	12/16/15	I15-026308		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Russell Durr 8641 West 145th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1404 : DOROTHY A. GORDON	12/*16/15	I15-026310		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Dorothy Gordon 8556 West 144th Place	031-6007-470500	\$ 6,600.00
[VENDOR] 3333333.1405 : MATTHEW R. KENNY & KATE A. WEISENBERGER	12/16/15	I15-026311		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Matthew Kenny & Kate Weisenberger 8616 West 144th Place	031-6007-470500	\$ 6,600.00
[VENDOR] 3333333.1406 : ROBERT F. MACK	12/16/15	I15-026312		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Robert Mack 8608 West 145th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1407 : CAROL F. POLINSKI	12/16/15	I15-026313		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Carol Polinski 8548 West 145th Place	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1408 : ROBERT W. SEIBERT & DEBRA L. SEIBERT	12/16/15	I15-026314		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Robert & Debra Seibert 8616 West 144th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1409 : THOMAS M. TUNNEY & MARGARET A. TUNNEY	12/16/15	I15-026315		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Thomas & Margaret Tunney 8540 West 145th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1410 : MARK J. TYNSKI & PATRICIA A. TYNSKI	12/16/15	I15-026316		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Mark & Patricia Tynski 8633 West 145th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1411 : THOMAS R. WALSH, II & SUZANNE M. WALSH	12/16/15	I15-026317		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Thomas & Suzanne Walsh 8601 West 145th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1412 : FRANKLIN L. WARF	12/16/15	I15-026318		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Franklin Warf 8624 West 144th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 3333333.1413 : STANDARD BANK TRUST NUMBER 15660	12/16/15	I15-026319		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Standard Bank Trust Number 15660 8624 West 145th Street	031-6007-470500	\$ 6,600.00
[VENDOR] 3333333.1414 : MARQUETTE BANK TRUST NUMBER 18842	12/16/15	I15-026320		12/22/2015	1	Maycliff Subdivision Storm Water Improvement Easement Marquette Bank Trust Number 18842 8548 West 145th Street	031-6007-470500	\$ 3,300.00
[VENDOR] 9999999.177 : ANN DOLENAK	121715	I15-026324		12/17/2015	1	Refund for overpayment of final water bill account 115990	031-0000-229100	\$ 51.79
[VENDOR] 12599.327 : DRF TRUSTED PROPERTY SOLUTIONS	CD-000295	I15-026339		12/23/2015	1	Refund	010-0000-323200	\$ 90.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount	
GRAND TOTAL :								\$	2,289,564.23

**Village of Orland Park
Open Item Listing**

Run Date: 12/30/2015 User: bobrien

Status: POSTED Due Date: 12/22/2018
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: PCard Statement Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 7695 : FIFTH THIRD BANK	08312015	I15-023101		09/25/2015	1	Refund Receipt #0000295009-12 - Refund for the Civic Leadership Academy 2014-2015 for 10/21/14 Policing in a Democratic Society - PCard	010-1100-429100	\$ -90.00
	08312015	I15-023101		09/25/2015	2	Receipt #0000295007-11 - Refund for the Civic Leadership Academy 2014-2015 for 8/28/14 Leaders as Change Agents. - PCard	010-1100-429100	\$ -90.00
[VENDOR] 13657 : BMO HARRIS BANK N.A.	11302015	I15-026499		12/21/2015	1	Polycom conference room phones - PCard	010-1600-460180	\$ 539.80
	11302015	I15-026499		12/21/2015	2	35 bags of gingerbread cookies for preschool. - PCard	283-4002-490400	\$ 70.00
	11302015	I15-026499		12/21/2015	3	Scholastic Books for preschool, charge 1 of 3 of the \$40 order on the 19th. - PCard	283-4002-490990	\$ 40.00
	11302015	I15-026499		12/21/2015	4	Scholastic Books for preschool, charge 3 of 3 of the \$48 order on the 19th. - PCard	283-4002-490400	\$ 4.00
	11302015	I15-026499		12/21/2015	5	Scholastic Books for preschool, charge 2 of 3 of the \$48 order on the 19th. - PCard	283-4002-490990	\$ 4.00
	11302015	I15-026499		12/21/2015	6	Craft supplies for November and December preschool projects. - PCard	283-4002-490400	\$ 26.32
	11302015	I15-026499		12/21/2015	6	Craft supplies for November and December preschool projects. - PCard	283-4002-490500	\$ 61.24
	11302015	I15-026499		12/21/2015	7	Deposit for a Spring field trip for preschool on 3/18/16. - PCard	283-4002-490990	\$ 912.00
	11302015	I15-026499		12/21/2015	8	Scholastic Book order, charge 2 of 3 of a total \$242, for preschool on 11/13/15. - PCard	283-4002-490990	\$ 30.00
	11302015	I15-026499		12/21/2015	9	Scholastic Book order, charge 3 of 3 of a total \$242, for preschool on 11/13/15. - PCard	283-4002-490990	\$ 201.00
	11302015	I15-026499		12/21/2015	10	Scholastic Books for preschool, charge 1 of 3 of the \$242 order on the 13th. - PCard	283-4002-490990	\$ 11.00
	11302015	I15-026499		12/21/2015	11	Registration fee to attend the NIU, Civic Leadership Academy - Collaboration, Coordination, and Consolidation in Local Government on November 20th. - PCard	010-1100-429100	\$ 125.00
	11302015	I15-026499		12/21/2015	12	Rosin for youth dance classes for dance studio floor. - PCard	283-4002-490400	\$ 33.93
	11302015	I15-026499		12/21/2015	13	Cookies for Arts Commission Event - Melamed Concert - PCard	010-9450-460290	\$ 71.94
	11302015	I15-026499		12/21/2015	14	Registration for IAPD Conference for Jean Petrow - PCard	283-4001-429100	\$ 150.00
	11302015	I15-026499		12/21/2015	15	Deposit for Shrek the Musical- Prepaid Expense for 2016. Orland Park Theatre Troupe - PCard	283-4002-490470	\$ 400.00
	11302015	I15-026499		12/21/2015	16	flowers and fruit for Melamed Production - PCard	010-9450-464100	\$ 18.98
	11302015	I15-026499		12/21/2015	17	11/18 Lunch at Dealing with Difficult People Seminar - PCard	010-1400-429400	\$ 7.64
	11302015	I15-026499		12/21/2015	18	Dealing with Difficult People Seminar on Nov. 18th, 2015 - PCard	010-1400-429100	\$ 79.00
	11302015	I15-026499		12/21/2015	19	HVAC parts - PCard	283-4005-461700	\$ 111.36

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	11302015	115-026499		12/21/2015	20	Uniforms - Steve Rohrbacher - PCard	010-1700-460190	\$ 282.10
	11302015	115-026499		12/21/2015	21	Phone supplies - PCard	283-4003-460180	\$ 74.98
	11302015	115-026499		12/21/2015	22	Roofing material - PCard	010-1700-461300	\$ 169.00
	11302015	115-026499		12/21/2015	23	Roof repair OVH - PCard	010-1700-461300	\$ 187.99
	11302015	115-026499		12/21/2015	24	Ink for printing - PCard	283-4003-460100	\$ 149.97
	11302015	115-026499		12/21/2015	25	Liquid glue refills - PCard	010-1700-461300	\$ 54.95
	11302015	115-026499		12/21/2015	26	Liquid glue refills - PCard	010-1700-461300	\$ 43.90
	11302015	115-026499		12/21/2015	27	Liquid glue refills - PCard	010-1700-461300	\$ 49.98
	11302015	115-026499		12/21/2015	28	Craft supplies for the Thanksgiving centerpiece for the After School Pals participants. - PCard	283-4002-490400	\$ 76.00
	11302015	115-026499		12/21/2015	29	Daily snacks for After School Pals participants. - PCard	283-4002-490400	\$ 76.91
	11302015	115-026499		12/21/2015	30	Daily snack for the After School Pals participants. - PCard	283-4002-490400	\$ 3.00
	11302015	115-026499		12/21/2015	31	Cast Tee shirts for Oh Ho Ho Holy Night, 2015 - PCard	283-4002-490490	\$ 174.50
	11302015	115-026499		12/21/2015	32	Fundraiser items for Tree Lighting Ceremony 2015 & Costumes for Oh Ho Ho Holy Night - PCard	283-4002-490460	\$ 226.20
	11302015	115-026499		12/21/2015	32	Fundraiser items for Tree Lighting Ceremony 2015 & Costumes for Oh Ho Ho Holy Night - PCard	283-4002-490480	\$ 86.75
	11302015	115-026499		12/21/2015	33	Turkeys Awards for the Turkey Shoot Special Event - PCard	283-4007-490430	\$ 63.59
	11302015	115-026499		12/21/2015	34	2016 Annual Membership Dues-Jack Savage - PCard	283-4001-429200	\$ 285.00
	11302015	115-026499		12/21/2015	35	Volunteering in the Village supplies needed - PCard	283-4008-490400	\$ 501.08
	11302015	115-026499		12/21/2015	36	Fall Saturday Night Fever special event meal.A 20.00 dollar tip was added for delivery - PCard	283-4008-490100	\$ 149.00
	11302015	115-026499		12/21/2015	37	Fall Garage Sale concession stand supplies - PCard	283-4008-490700	\$ 57.79
	11302015	115-026499		12/21/2015	38	Job posting - Job Id 75853822 - PCard	010-1100-432400	\$ 4.00
	11302015	115-026499		12/21/2015	39	TTrot Refreshments - cream cheese - PCard	283-4002-490400	\$ 21.52
	11302015	115-026499		12/21/2015	40	Santa's North Pole Express Ornaments - PCard	283-4002-490400	\$ 415.80
	11302015	115-026499		12/21/2015	41	Holiday Card Envelopes - PCard	010-9450-460140	\$ 90.98
	11302015	115-026499		12/21/2015	42	TTrot Coffee Thermos' - PCard	283-4002-444500	\$ 45.00
	11302015	115-026499		12/21/2015	43	Sponsor Holiday Card Envelopes - PCard	010-9450-460140	\$ 36.67
	11302015	115-026499		12/21/2015	44	Turkey Trot Refreshments/Supplies Holiday Fest Candy & Table Cloths North Pole Candy & Oatmeal - PCard	010-9450-460290	\$ 92.86
	11302015	115-026499		12/21/2015	44	Turkey Trot Refreshments/Supplies Holiday Fest Candy & Table Cloths North Pole Candy & Oatmeal - PCard	283-4002-490400	\$ 186.88
	11302015	115-026499		12/21/2015	45	TTrot Supplies Holiday Fest Supplies - PCard	010-9450-460290	\$ 42.91
	11302015	115-026499		12/21/2015	45	TTrot Supplies Holiday Fest Supplies - PCard	283-4002-490400	\$ 37.98
	11302015	115-026499		12/21/2015	46	Return of North Pole Express items. Clerk charged tax. - PCard	283-4002-490400	\$ -47.19
	11302015	115-026499		12/21/2015	47	Holiday Fest - face paint, table cover, baskets North Pole Express - Glitter - PCard	010-9450-460290	\$ 34.12
	11302015	115-026499		12/21/2015	47	Holiday Fest - face paint, table cover, baskets North Pole Express - Glitter - PCard	283-4002-490400	\$ 9.98
	11302015	115-026499		12/21/2015	48	Holiday Fest - face paint, baskets, table cover	010-9450-460290	\$ 36.86

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						North Pole Express Glitter This purchase was refunded \$47.19. Tax was charged by clerk in error. - PCard		
	11302015	I15-026499		12/21/2015	48	Holiday Fest - face paint, baskets, table cover North Pole Express Glitter This purchase was refunded \$47.19. Tax was charged by clerk in error. - PCard	283-4002-490400	\$ 9.98
	11302015	I15-026499		12/21/2015	49	TTrot Award Turkeys (1st overall male & female) - PCard	283-4002-490430	\$ 27.33
	11302015	I15-026499		12/21/2015	50	Christmas Lights - Ice Rink Wrapping Paper - Holiday Fest Wrapping & Tissue Paper - North Pole Express - PCard	010-9450-460290	\$ 5.00
	11302015	I15-026499		12/21/2015	50	Christmas Lights - Ice Rink Wrapping Paper - Holiday Fest Wrapping & Tissue Paper - North Pole Express - PCard	283-4002-460290	\$ 98.04
	11302015	I15-026499		12/21/2015	50	Christmas Lights - Ice Rink Wrapping Paper - Holiday Fest Wrapping & Tissue Paper - North Pole Express - PCard	283-4002-490400	\$ 17.00
	11302015	I15-026499		12/21/2015	51	Gas - Piattoni. Village card used in error. Cash paid to A. Kopec 12/10 to reimburse. - PCard	283-4001-429400	\$ 10.07
	11302015	I15-026499		12/21/2015	52	Sponsor holiday cards - PCard	010-9450-460140	\$ 56.66
	11302015	I15-026499		12/21/2015	53	Holiday Fest Santa Gifts & Crafts - PCard	010-9450-460290	\$ 648.75
	11302015	I15-026499		12/21/2015	54	North Pole Express bells, bags & crafts - PCard	283-4002-490400	\$ 147.88
	11302015	I15-026499		12/21/2015	55	North Pole Express Bells and gift bags - PCard	283-4002-490400	\$ 84.44
	11302015	I15-026499		12/21/2015	56	TTrot Course Supplies - PCard	283-4002-490400	\$ 65.78
	11302015	I15-026499		12/21/2015	57	1 yr. subscription to volunteer software mgt. program - PCard	010-9450-460130	\$ 480.00
	11302015	I15-026499		12/21/2015	58	Monthly subscription fee. - PCard	010-1100-429300	\$ 32.99
	11302015	I15-026499		12/21/2015	59	Yearly subscription renewal fee. - PCard	010-1100-429300	\$ 98.70
	11302015	I15-026499		12/21/2015	60	Equipment purchase-deposit on ice resurfacer - PCard	283-4003-460180	\$ 2,000.00
	11302015	I15-026499		12/21/2015	61	Safety supply-nitrile gloves - PCard	010-5006-464700	\$ 47.94
	11302015	I15-026499		12/21/2015	62	Truck parts-warning lights - PCard	010-5006-461800	\$ 213.00
	11302015	I15-026499		12/21/2015	63	Safety Supplies for use in Utilities division - PCard	031-6003-464700	\$ 282.27
	11302015	I15-026499		12/21/2015	64	Truck parts-OE mirror and turbo clamps for Navistar trucks - PCard	010-5006-461800	\$ 79.08
	11302015	I15-026499		12/21/2015	65	Equipment part-battery for street locator flashlight - PCard	010-5006-461700	\$ 15.96
	11302015	I15-026499		12/21/2015	66	Equipment repairs to 7287's speed sensing head - PCard	010-5006-443200	\$ 422.40
	11302015	I15-026499		12/21/2015	67	Cleaning supply-2 55 gal. drums floor soap - PCard	010-5006-461100	\$ 565.40
	11302015	I15-026499		12/21/2015	68	Equipment repair parts for radiator replacement at Seton Place lift station - PCard	031-6003-461700	\$ 203.28
	11302015	I15-026499		12/21/2015	69	Equipment parts-decals for 4" pump - PCard	010-5006-461700	\$ 69.40
	11302015	I15-026499		12/21/2015	70	Truck parts-center bearing support for unit 6002 - PCard	010-5006-461800	\$ 39.05
	11302015	I15-026499		12/21/2015	71	Truck parts-complete tie rod assembly for 5271 - PCard	010-5006-461800	\$ 447.21
	11302015	I15-026499		12/21/2015	72	Truck parts-wiper switch for 6047 - PCard	010-5006-461800	\$ 124.50
	11302015	I15-026499		12/21/2015	73	Equipment parts-Rotary lift parts for hoist in door 12 - PCard	010-5006-461700	\$ 40.00
	11302015	I15-026499		12/21/2015	74	Equipment repair parts for hoist in door 13 -	010-5006-461700	\$ 94.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						PCard		
	11302015	I15-026499		12/21/2015	75	Equipment repair parts-replacement cutting teeth for 5121 - PCard	010-5006-461700	\$ 262.15
	11302015	I15-026499		12/21/2015	76	Daily snacks and supplies for After School Pals, 64 kids. - PCard	283-4002-490400	\$ 40.92
	11302015	I15-026499		12/21/2015	77	Daily snacks for After School Pals for 64 kids. - PCard	283-4002-490400	\$ 27.87
	11302015	I15-026499		12/21/2015	78	Daily snacks for the After School Pals program participants. - PCard	283-4002-490400	\$ 45.54
	11302015	I15-026499		12/21/2015	79	Daily snacks for the After School Pals participants. - PCard	283-4002-490400	\$ 16.92
	11302015	I15-026499		12/21/2015	80	Daily snacks for the After School Pals participants. - PCard	283-4002-490400	\$ 39.94
	11302015	I15-026499		12/21/2015	81	Craft supplies for After School Pals participants. - PCard	283-4002-490400	\$ 41.92
	11302015	I15-026499		12/21/2015	82	Double sided tape for mounting certificates - PCard	010-1500-460100	\$ 11.98
	11302015	I15-026499		12/21/2015	83	File Jackets for Police Proclamations - PCard	010-1500-460100	\$ 339.96
	11302015	I15-026499		12/21/2015	84	Food for budget meeting working session - PCard	010-1500-464100	\$ 68.51
	11302015	I15-026499		12/21/2015	85	Christmas Ball. Décor and supplies for event on 12/11 - PCard	283-4008-490700	\$ 560.20
	11302015	I15-026499		12/21/2015	86	Friday Night Fun. Payment for dances Hawaiian Luau and Pilgrim Rock. - PCard	283-4008-490100	\$ 1,095.00
	11302015	I15-026499		12/21/2015	87	Museum of Science and Industry. Parking fee. Machine did not offer receipt. - PCard	283-4008-490600	\$ 22.00
	11302015	I15-026499		12/21/2015	88	Museum of Science and Industry. Parking fee for Village Van. Machine did not offer receipt. - PCard	283-4008-490600	\$ 22.00
	11302015	I15-026499		12/21/2015	89	Saturday Night Fever. Dessert and decorations for dance. - PCard	283-4008-490400	\$ 97.06
	11302015	I15-026499		12/21/2015	90	Museum of Science and Industry. Admission, needed to add additional tickets added after original purchase. - PCard	283-4008-490100	\$ 48.00
	11302015	I15-026499		12/21/2015	91	Museum of Science and Industry. Group tickets for event on 11/22 - PCard	283-4008-490100	\$ 360.00
	11302015	I15-026499		12/21/2015	92	Snacks for Preschool classes in November. - PCard	283-4002-490400	\$ 394.28
	11302015	I15-026499		12/21/2015	93	Craft supplies for November and December preschool projects. - PCard	283-4002-490400	\$ 19.81
	11302015	I15-026499		12/21/2015	94	Craft supplies for November and December 2015 projects for preschool. - PCard	283-4002-490400	\$ 26.00
	11302015	I15-026499		12/21/2015	95	Craft supplies for November and December preschool projects. - PCard	283-4002-490400	\$ 51.60
	11302015	I15-026499		12/21/2015	96	General supplies for November and December preschool projects. - PCard	283-4002-490400	\$ 118.80
	11302015	I15-026499		12/21/2015	97	Craft supplies for November and December preschool projects. - PCard	283-4002-490400	\$ -1.15
	11302015	I15-026499		12/21/2015	98	Craft supplies for November and December preschool projects. - PCard	283-4002-490400	\$ 39.60
	11302015	I15-026499		12/21/2015	99	Craft supplies for November and December preschool projects. - PCard	283-4002-490400	\$ 28.60
	11302015	I15-026499		12/21/2015	100	Craft supplies for preschool classes, 2015-2016 school year. - PCard	283-4002-490400	\$ 24.75
	11302015	I15-026499		12/21/2015	101	IPass - 7.1.15 - 9.30.15 - PCard	010-1100-429700	\$ 135.90
	11302015	I15-026499		12/21/2015	102	Refund .51 tax on PCard Tx # 8078 - PCard	010-1600-484990	\$ -0.51
	11302015	I15-026499		12/21/2015	103	OP Bakery Sweet Rolls for Activenet Kickoff - PCard	010-1600-484990	\$ 23.31

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	11302015	115-026499		12/21/2015	104	Dine Out. Fall 2015 - PCard	283-4008-490100	\$ 113.61
	11302015	115-026499		12/21/2015	105	Monday Night Football Outing - PCard	283-4008-490100	\$ 28.97
	11302015	115-026499		12/21/2015	106	Dine Out. Fall 2015 - PCard	283-4008-490100	\$ 300.61
	11302015	115-026499		12/21/2015	107	Monday Night Football. Fall 2015 - PCard	283-4008-490100	\$ 38.00
	11302015	115-026499		12/21/2015	108	Fitness One Step Supplies. Fall 2015 - PCard	283-4008-490400	\$ 9.68
	11302015	115-026499		12/21/2015	109	Email relay service for tax rebate - PCard	010-1600-442850	\$ 9.95
	11302015	115-026499		12/21/2015	110	Cat food for Animal control - PCard	010-7002-460230	\$ 21.15
	11302015	115-026499		12/21/2015	111	IPAD for the drone program - Federal Forfeiture purchase - PCard	010-0000-130280	\$ 628.00
	11302015	115-026499		12/21/2015	112	3 yr tablet accident protection for Drone IPAD - Federal Forfeiture purchase - PCard	010-0000-130280	\$ 113.45
	11302015	115-026499		12/21/2015	113	lens cap protective cover and gimbal guard for drone - PCard	010-7002-460240	\$ 23.65
	11302015	115-026499		12/21/2015	114	Private Pilot Test Prep 2016 for drone users - book - PCard	010-7002-460240	\$ 119.56
	11302015	115-026499		12/21/2015	115	Prisoner Meal Food - PCard	010-7002-464100	\$ 86.49
	11302015	115-026499		12/21/2015	116	Decorations purchased to decorate the Xmas Wreaths at the Civic Center - PCard	021-1800-461300	\$ 66.53
	11302015	115-026499		12/21/2015	117	Purchased Garland to decorate the Civic Center for Xmas - PCard	021-1800-461300	\$ 19.14
	11302015	115-026499		12/21/2015	118	Purchased Holiday picks to decorate the wreaths with and suction cups to hand the wreaths - PCard	021-1800-461300	\$ 136.66
	11302015	115-026499		12/21/2015	119	Holiday picks to decorate wreaths and snow for the windows - PCard	021-1800-461300	\$ 34.07
	11302015	115-026499		12/21/2015	120	Purchased Hanging decorations for the front lobby - PCard	021-1800-461300	\$ 9.00
	11302015	115-026499		12/21/2015	121	Purchased Hanging ornaments and extension cords for front lobby xmas decorations - PCard	021-1800-461300	\$ 12.00
	11302015	115-026499		12/21/2015	122	Pass thru cost for 70 lunches for Keller Williams event - PCard	021-1800-484915	\$ 292.50
	11302015	115-026499		12/21/2015	123	Purchased wire to hang ornaments for holiday decorating - PCard	021-1800-461300	\$ 7.47
	11302015	115-026499		12/21/2015	124	Purchased holiday picks to decorate the wreaths - PCard	021-1800-484990	\$ 45.68
	11302015	115-026499		12/21/2015	125	Purchased Large xmas tree and 2 small trees and ribbon to decorate civic center - PCard	021-1800-484990	\$ 185.69
	11302015	115-026499		12/21/2015	126	Pass thru cost for 70 lunches for Keller Williams event - PCard	021-1800-484915	\$ 508.94
	11302015	115-026499		12/21/2015	127	Purchased coffee urns and water pitchers for the Civic Center - PCard	021-1800-461300	\$ 135.33
	11302015	115-026499		12/21/2015	128	Purchased lights for decorating outside bushes and ornaments - PCard	021-1800-461300	\$ 150.96
	11302015	115-026499		12/21/2015	129	Set of holiday lights for civic center - PCard	021-1800-461300	\$ 19.92
	11302015	115-026499		12/21/2015	130	Pass thru cost for 70 lunches for Keller Williams event - PCard	021-1800-484915	\$ 306.92
	11302015	115-026499		12/21/2015	131	Friday Night Fun. Dance. Fall 2015. Feed the Hungry Dance - PCard	283-4008-490100	\$ 115.00
	11302015	115-026499		12/21/2015	132	Fitness One Step Outing. Fall 2015. Orland Bowl - PCard	283-4008-490100	\$ 231.00
	11302015	115-026499		12/21/2015	133	Service for satellite television - PCard	283-4007-441800	\$ 271.98
	11302015	115-026499		12/21/2015	134	Key blanks for locker rooms at Splex - PCard	283-4007-461300	\$ 502.20
	11302015	115-026499		12/21/2015	135	Registration fee to attend the ILCMA Illinois Financial Forecast Forum. - PCard	010-1100-429100	\$ 99.00
	11302015	115-026499		12/21/2015	136	refund taxes on weight rack p-card	283-4007-490500	\$ -14.95

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						transaction #8043 - PCard		
	11302015	I15-026499		12/21/2015	137	water for KTT - PCard	283-4007-490400	\$ 20.90
	11302015	I15-026499		12/21/2015	138	weight rack for aerobics room. tax reimb reflected on trans #8045. - PCard	283-4007-490500	\$ 228.53
	11302015	I15-026499		12/21/2015	139	Replaced 10-year old broken Christmas tree. - PCard	010-2001-460180	\$ 166.80
	11302015	I15-026499		12/21/2015	140	Economic Data Subscription - PCard	010-2003-484910	\$ 800.00
	11302015	I15-026499		12/21/2015	141	Food for Staff Meeting - PCard	010-2001-464100	\$ 225.00
	11302015	I15-026499		12/21/2015	142	Drinks for Department Staff Meeting - PCard	010-2001-464100	\$ 11.48
	11302015	I15-026499		12/21/2015	143	Illinois Economic Development Association 2016 Membership Dues, Karie Friling - PCard	010-2001-429200	\$ 250.00
	11302015	I15-026499		12/21/2015	144	Biomedical Trade Show Travel - PCard	010-2003-484910	\$ 25.00
	11302015	I15-026499		12/21/2015	145	Biomedical Trade Show Travel - PCard	010-2003-484910	\$ 320.96
	11302015	I15-026499		12/21/2015	146	National Trust for Historic Preservation Renewal Membership, Nectaros Pittos - PCard	010-2003-429200	\$ 30.00
	11302015	I15-026499		12/21/2015	147	Trade Show Table Refund - PCard	010-2003-484910	\$ -180.12
	11302015	I15-026499		12/21/2015	148	Domestic Supplies - Coffee & donuts for staff at Turkey Trot - PCard	283-4001-460150	\$ 32.70
	11302015	I15-026499		12/21/2015	149	Marketing & Promotion - IPRA Agency Showcase entry fee - PCard	283-4001-432250	\$ 160.00
	11302015	I15-026499		12/21/2015	150	Dues & Licenses - IPRA Membership dues - PCard	283-4001-429200	\$ 254.00
	11302015	I15-026499		12/21/2015	151	Special Events Supplies - Arts Commission Piano cover & locking board - PCard	010-9450-460290	\$ 760.00
	11302015	I15-026499		12/21/2015	152	Office Supplies - pens - PCard	283-4001-460100	\$ 547.50
	11302015	I15-026499		12/21/2015	153	IPRA membership renewal - PCard	283-4003-429200	\$ 254.00
	11302015	I15-026499		12/21/2015	154	Parks Uniforms - PCard	283-4003-460190	\$ 276.95
	11302015	I15-026499		12/21/2015	155	New iPhone case for new work cell phone - PCard	283-4001-460180	\$ 39.99
	11302015	I15-026499		12/21/2015	156	Yearly IPRA membership dues - prepaid expense for 2016 - PCard	283-4001-429200	\$ 254.00
	11302015	I15-026499		12/21/2015	157	IPRA Conference 2016 registration - PCard	283-4001-429100	\$ 160.00
	11302015	I15-026499		12/21/2015	158	Skirting for new portable staging - PCard	283-4002-490450	\$ 792.60
	11302015	I15-026499		12/21/2015	159	ILCMA Professional Development event. - PCard	010-1100-429100	\$ 55.00
	11302015	I15-026499		12/21/2015	160	IAMMA Professional Development Breakfast November 12, 2015 - PCard	010-1100-429100	\$ 10.00
	11302015	I15-026499		12/21/2015	161	Parking for a professional development event in Chicago hosted by the Metropolitan Planning Council on November 2nd 2015. - PCard	010-1100-429700	\$ 13.00
GRAND TOTAL :								\$ 26,961.79

**Village of Orland Park
Open Item Listing**

Run Date: 12/30/2015 User: bobrien

Status: POSTED Due Date: 01/01/2016
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] 8558 : ORLAND PARK BUILDING CORPORATION	01/01/16	116-000005	16-000056	01/01/2016	1	Principal only - quarterly payments for Orland Plaza Acquisition - 1st qtr	282-0000-480370	\$	250,447.42
	01/01/16	116-000005	16-000056	01/01/2016	2	Interest only - quarterly payments for Orland Plaza Acquisition - 1st qtr	282-0000-480380	\$	12,775.33
GRAND TOTAL :								\$	263,222.75

Village of Orland Park Open Item Listing

Run Date: 12/29/2015 User: bobrien

Status: POSTED Due Date: 12/30/2015
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	12/30/2015	I15-026376		12/30/2015	1	Village of Orland Park 12.30.2015 Plan# 301728	010-0000-210125	\$ 833.90
[VENDOR] 3931 : USCM CLEARING ACCOUNT	12/30/2015	I15-026377		12/30/2015	1	Village of Orland Park 12.30.2015 Entity# 13359	010-0000-210126	\$ 5,795.18
[VENDOR] 5974 : ORLAND PARK POLICE SUPERVISORS ASSOC.	12/30/2015	I15-026370		12/30/2015	1	Orland Park Police Association Dues 12.30.2015	010-0000-210109	\$ 190.00
[VENDOR] 8534 : FORT DEARBORN LIFE	20151230	I15-026530		12/30/2015	1	Village of Orland Park Group# F005598 Premium Due Date 1/1/2016	092-0000-452800	\$ 522.24
	20151230	I15-026530		12/30/2015	1	Village of Orland Park Group# F005598 Premium Due Date 1/1/2016	092-0000-453500	\$ 5,633.90
[VENDOR] 9156 : MASS MUTUAL	12/30/2015	I15-026379		12/30/2015	1	Village of Orland Park 12.30.2015 Plan# 110163	010-0000-210127	\$ 15,778.99
[VENDOR] 13454 : LYNCH	12/30/2015	I15-026364		12/30/2015	1	Timothy E Lynch ***-**-3954 Docket# 12 D 3441 Garnishment Payment 12.30.2015	010-0000-210110	\$ 715.38
[VENDOR] 13548 : AXA EQUITABLE LIFE INSURANCE COMPANY	12/30/2015	I15-026374		12/30/2015	1	Village of Orland Park 12.30.2015 Plan# 690921	010-0000-210131	\$ 370.00
GRAND TOTAL :								\$ 29,839.59

**Village of Orland Park
Open Item Listing**

Run Date: 12/22/2015 User: bobrien

Status: POSTED Due Date: 12/22/2015
Bank Account: BMO Harris Bank-State Seizure
Invoice Type: State Seizure Invoice Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 13776 : OFFICE OF THE STATES ATTORNEY OF COOK COUNTY	2015-04-0065	115-025277	15-003080	11/20/2015	1	Article 36 Prosecution fees for case SAO 2015-04-0065	027-2700-484900	\$	33.25
	2015-03-0212	115-025278	15-003081	11/20/2015	1	Article 36 Prosecution fees for case SAO 2015-03-0212	027-2700-484900	\$	525.00
GRAND TOTAL :								\$	558.25

**Village of Orland Park
Open Item Listing**

Run Date: 12/22/2015 User: bobrien

Status: POSTED Due Date: 12/22/2015
Bank Account: BMO Harris Bank-Open Lands
Invoice Type: Open Lands Invoice Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 4934 : SECRETARY OF STATE	12/31/2015	115-026328	15-003202	12/18/2015	1	Stellwagen Family Farm Foundation 2016 Annual Report Filing	029-0000-484990	\$	10.00
[VENDOR] 11930 : FOREVER GREEN LAWN CARE	11/06/15	115-026156	15-003180	12/10/2015	1	Stellwagen Farm fertilizer and weed control application	029-0000-443500	\$	300.00
GRAND TOTAL :								\$	310.00

DATE: January 5, 2016

REQUEST FOR ACTION REPORT

File Number: **2015-0733**
Orig. Department: **Police Department**
File Name: **Disposal of Village Owned Property (Tasers) - Ordinance**

BACKGROUND:

The police department has five X26 Tasers in inventory that have been removed from service previously for failing their respective safety checks. The Tasers are inoperable and not safe for use. Taser is offering a \$180.00 credit for each destroyed Taser .

As such, we request permission to destroy the five inoperable X26 tasers in preparation for Taser's trade up program for five X2 CEW's that will be purchased in 2016. The serial numbers for the destroyed tasers are as follows: X00-0391420, X00-470059, X00-395902, X00-238306 and X00-370631.

On December 21, 2015, this item was reviewed and approved by the Public Safety Committee and referred to the Village Board for approval.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: ORDINANCE AUTHORIZING THE DISPOSAL OF UNUSABLE MUNICIPAL PROPERTY AS SCRAP (TASERS)

Village of Orland Park



Department of Police Memorandum

To: Chief McCarthy
From: Lt. B. West (Taser Coordinator) *BSW*
Date: November 17, 2015 *11/17/15*
Re: Request for Authorization of TASER Destruction

Chief McCarthy, I am requesting permission to destroy (5) X26 (CEW-Conducted Electrical Weapons/TASER Devices) in preparation for TASER's trade up program for the (5) X2 CEW's we will be purchasing in 2016.

TASER is offering a \$180 credit for each destroyed TASER.

All (5) TASER's were removed from service previously for failing their respective safety check. They are inoperable and not safe for patrol use.

The serial numbers and date of purchase are as follows:

X00-391420	08-06-2008
X00-470059	07-02-2009
X00-395902	05-21-2008
X00-238306	01-03-2007
X00-370631	04-07-2008

..T

ORDINANCE AUTHORIZING THE DISPOSAL OF UNUSABLE MUNICIPAL PROPERTY AS SCRAP (TASERS)

..B

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the “Village”) is an Illinois home rule municipality; and

WHEREAS, the Corporate Authorities of the Village have determined that the five (5) X26 “Tasers” described in Section 2, below, are no longer necessary or useful to the Village as the said “Tasers” are inoperative and irreparable; and

WHEREAS, the Corporate Authorities have determined to destroy as scrap the said “Tasers”;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees, Village of Orland Park, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

SECTION 1

The above preambles are hereby incorporated into this Section as fully as if restated in their entirety herein.

SECTION 2

The disposal and destruction as scrap of the following “Tasers” (described by the following inventory and serial numbers) which are no longer necessary or useful to the Village of Orland Park is hereby approved:

X26 “Tasers”

X00-391420

X00-470059

X00-395902

X00-238306

X00-370631

SECTION 3

This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

DATE: December 21,
2015

REQUEST FOR ACTION REPORT

File Number: **2015-0732**
Orig. Department: **Police Department**
File Name: **Disposal of Village Owned Computer Equipment- Ordinance**

BACKGROUND:

The department has computer equipment that no longer works or is outdated. We are seeking to donate these items to the Infinitec Assistive Technology Programs and Services located in Tinley Park. The company recycles computers and other technology that has been donated to benefit learners with disabilities. The equipment is donated by Infinitec, free of charge, to learners in public schools throughout Illinois.

On December 21, 2015, this item was reviewed and approved by the Public Safety Committee and referred to the Village Board for approval.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY (COMPUTER EQUIPMENT) OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS

...T

ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY (COMPUTER EQUIPMENT) OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS

...B

WHEREAS, the Village of Orland Park is the owner of personal property (computer equipment) described on EXHIBIT A attached hereto and incorporated herein by reference that has exhausted its usable life and is obsolete; and

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, have decided that it is no longer necessary or useful for the Village of Orland Park to retain ownership of the personal property (computer equipment) described on EXHIBIT A; and

WHEREAS, the Corporate Authorities have, therefore, decided that continued ownership of the computer equipment described on EXHIBIT A is not in the best interests of the Village of Orland Park; and

WHEREAS, Infinitec, which is located in Tinley Park, Illinois, recycles computers and other technology that has been donated to benefit learners with disabilities.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Illinois, as follows:

SECTION 1

The above recitals are hereby incorporated into this section as fully as if they were set forth herein in their entirety.

SECTION 2

Pursuant to Section 11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes, 65 ILCS 5/11-76-4, the President and the Board of Trustees of the Village of Orland Park find that the items of personal property listed on EXHIBIT A (computer equipment) now owned by the Village of Orland Park, Illinois, are no longer necessary or useful to the said Village and its best interests will be served by the disposal of such computer equipment by the Village Manager.

SECTION 3

Pursuant to the said Section 11-76-4, the Village Manager is hereby authorized to and may direct the disposal of the personal property to which Section 2 of this Ordinance refers by donating said personal property to Infinitec free of charge. The computer property is to be disposed of "AS-IS" without warranties of any kind. In particular, the Village of Orland Park makes no warranties or representations expressed or implied about the performance ability of the equipment, about its present state of repair, about its condition or maintenance, or its merchantability or fitness for a particular purpose.

SECTION 4

This Ordinance shall be in full force and effect from and after its passage, by a vote of at least a simple majority of the Corporate Authorities, and approval in the manner provided by law.

EXHIBIT A

Item	Count	Reason/Age in years	Asset Tag
Gateway E4610D	15	Doesn't Work/6+	03790, 04257, 04221, 03598, 04253,04226, 04241, 04223, 04225, 04091, 04238, 04160, 03555, 04014, 04254
Dell Otiplex 760	4	Doesn't Work/6+	04334, 04091, 04160, 04239
Dell Otiplex 380	3	Doesn't Work/6+	04291, 04289, 04287
Gateway E4100	1	Doesn't Work/6+	04032
Gateway E4300	1	Doesn't Work/6+	03670
Gateway M460ES	1	Doesn't Work/6+	04106
Gateway 45ORCH	1	Doesn't Work/6+	04018
Cannon LJ 2050	1	Doesn't Work/6+	08121
Monitors	4	Doesn't Work/6+	
Printers	10	Doesn't Work/6+	
Laptops	3	Doesn't Work/6+	
TV	1	Doesn't Work/6+	

Village of Orland Park



Department of Police Memorandum

To: Commander Patrick Duggan
From: Michael Flannery
Date: 11/12/15
Re: Disposal of old computer equipment

I am requesting permission to dispose of old computer equipment that does not work or is outdated and serves no useful purpose to the police department. Upon approval, the following items will be donated to Infinetec for disposal.

Item	Count	Reason/Age in years	Asset Tag
Gateway E4610D	15	Doesn't Work/6+	03790, 04257, 04221, 03598,04253,04226, 04241, 04223, 04225, 04091, 04238, 04160, 03555, 04014, 04254
Dell Otiplex 760	4	Doesn't Work/6+	04334, 04091, 04160, 04239
Dell Otiplex 380	3	Doesn't Work/6+	04291, 04289, 04287
Gateway E4100	1	Doesn't Work/6+	04032
Gateway E4300	1	Doesn't Work/6+	03670
Gateway M460ES	1	Doesn't Work/6+	04106
Gateway 450RCH	1	Doesn't Work/6+	04018
Cannon LJ 2050	1	Doesn't Work/6+	08121
Monitors	4	Doesn't Work/6+	
Printers	10	Doesn't Work/6+	
Laptops	3	Doesn't Work/6+	
TV	1	Doesn't Work/6+	

DATE: December 21,
2015

REQUEST FOR ACTION REPORT

File Number: **2015-0730**
Orig. Department: **Police Department**
File Name: **Intergovernmental Dispatch and Detention Agreement - Orland Hills - Resolution**

BACKGROUND:

The Village of Orland Park has provided dispatch and detention services to Orland Hills for over 24 years that has been mutually beneficial for both communities. The current agreement expired 09-30-15.

The proposed agreement has been reviewed by the 911 Board, Chief of Police, and Village Manager from both communities. They have approved the agreement, which entails a new monthly fee of \$19,589.83 per month plus 911 money effective 10-1-2015 for an annual total of \$279,459.00. Orland Hills currently pays \$19,231.00 per month or an annual total of \$277,151.00, which will be increased annually by the annual pay increase for TCOs estimated at this time at approximately 2%.

BUDGET IMPACT:

Orland Hills will pay the Village of Orland Park \$279,458.96 annually for dispatch and detention services with an estimated annual increase equally that of the annual pay increases for the TCOs estimated at approximately 2%.

On December 21, 2015, this item was reviewed and approved by the Public Safety Committee and referred to the Village Board for approval.

REQUESTED ACTION:

I move to pass Resolution Number _____, entitled: A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE DISPATCHING AND PRISONER DETENTION SERVICES

VILLAGE OF Orland Park



DEPARTMENT OF POLICE MEMORANDUM

To: Paul Grimes
Village Manager

From: Timothy J. McCarthy
Chief of Police

Date: October 21, 2015

RE: Orland Park/Orland Hills Dispatch and Detention Agreement for
the years 2015-2019

The following information was gathered to determine the charges for dispatch/detention services for Orland Hills from 10/1/2015 through 9/30/2019..

A. Orland Hills Use of the System

<u>Population</u>	<u>Orland Hills</u>	<u>Pct.</u>	<u>Orland Park</u>	<u>Pct.</u>
	7149	11%	58,875	89%

Orland Hills has 11% of the population using the system

<u>Officers (Total)</u>				
	23	17%	105.5	83%
10 F/T X 1	10		101 FT X 1	
26 P/T X .50	13		9 PT X .50	

Orland Hills has 17% of the first responders using the system

<u>Incidents</u>				
2011	21,221		123,209	
2012	33,795		138,541	
2013	40,844		156,822	
2014	<u>33,652</u>		<u>151,454</u>	
	129,692	18%	570,026	82%

Orland Hills generates 18% of the incidents using the system

The average of Orland Hills Population (11%), officers (17%), and incidents (18%), divided by the three categories is calculated at 15.33% which has been identified as the percentage of utilization of the dispatch system by Orland Hills.

B. TCO Costs/Dispatch

15.33% times 15 FT TCO's indicates that 2.29 full-time TCO's are dedicated to Orland Hills. The average TCO is at Step 6. The salary of a Step 6 TCO is \$61,355.00 and average benefits are \$30,765.00 and uniforms are \$200.00 for a total of \$92,320 $\$92,320 \times 2.29 = \mathbf{\$211,413.00}$ for full time TCO costs.

15.33% times 2 PT TCO's indicates that .31 PT TCO's are dedicated to Orland Hills. These two PT TCO's spend 50% of their time on records/clerical work not related to Orland Hills. Thus $.31 \times .50 = .155$ PT TCO's are dedicated to Orland Hills. The salary and benefits for two part time TCO's is \$43,418.00. $\$43,418.00 \times .155 = \mathbf{\$6,730.00}$

C. Supervisory Costs/Dispatch

The salary and benefits of the Support Services Manager is \$115,259.00. 75% of his time is dedicated to dispatch. Thus, the cost of the Support Services Manager to Orland Hills is $\$115,259.00 \times 15.33\% \times 75\% = \mathbf{\$13,252.00}$

The salary and benefits of the Assistant Support Services Manager is \$85,403.00. 20% of her time is dedicated to dispatch. Thus, the cost of the Assistant Support Services Manager to Orland Hills is $\$85,403.00 \times 15.33\% \times 20\% = \mathbf{\$2,618.00}$

The salary and benefits of the Information System Analyst is \$108,032.00. 75% of his time is dedicated to dispatch, data and equipment maintenance. Thus, the cost of the Information System Analyst to Orland Hills is $\$108,032.00 \times 75\% \times 15.33\% = \mathbf{\$12,421.00}$

The salary and benefits of the part time Police IT Technicians is \$33,176.00. 75% of his time dedicated to the dispatch, data, and equipment maintenance. Thus, the cost of the part time police IT Technician to Orland Hills is $\$33,176.00 \times 75\% \times 15.33\% = \mathbf{\$3,814.00}$

The salary and benefits of the IT Interns is \$19,604.00. 75% of his time is dedicated to dispatch, data, and equipment maintenance. Thus, the cost of the IT Intern to Orland Hills is $\$19,604.00 \times 75\% \times 15.33\% = \mathbf{\$2,254.00}$

D. Fixed Costs/Dispatch

Fixed costs are calculated as \$1,000.00 for headsets, \$9,500.00 for LEADS line maintenance, \$74,000.00 for CAD computer maintenance, \$2,000.00 for 9-1-1 Board Insurance, \$7,000.00 for 9-1-1 Attorney fees, \$4,275.00 for 9-1-1 annual Audit for a total of $\$97,775.00 \times 15.33\% = \mathbf{\$14,989.00}$

Detention Aide/Orland Hills use of Detention Center

Prisoners	<u>Orland Hills</u>	<u>Orland Park</u>
2011	45	876
2012	34	739
2013	46	532
2014	<u>48</u>	<u>583</u>
	173	2730

Average yearly prisoners for Orland Hills is 5%.

F. Detention Aide Costs/Detention

The average Detention Aide yearly salary and benefits is \$20,542.00 X 9 Detention Aides = \$184,880.00 5% X \$184,880.00 = **\$9,244.00**

G. Supervisory Costs/Detention

The salary and benefits of the Assistant Support Services Manager is \$80,115.00. 5% of his time is dedicated to the detention center since we upgraded the DA supervisor from part-time to full-time. Thus, the cost of the Assistant Supervisor of Support Services to Orland Hills is \$80,115.00 X 5% X 5% = **\$200.00**

Detention Aide Supervisor

The Salary and benefit for the Detention Aide Supervisor is \$49,573.00. 90% of his time is dedicated to the direct management of jail operations and scheduling of Detention Aides. Thus the cost of the Detention Aide Supervisor is 49,573.00 x 90% X 5% = **\$2,231.00**

H. Fixed Costs/Detention

Uniforms @ \$240.00 X 9 = \$2,160.00
Cleaning Equipment = \$1,250.00
Decontamination = \$2,500.00
\$5,860.00
\$5860.00 x 5% = \$293.00

I.. Monthly Orland Hills Charge

The cost for Orland Hills is as follows:

B. FT TCO Costs/Dispatch	\$211,413.00
PT TCO Costs/Dispatch	\$ 6,730.00
C. Supervisory Costs/Dispatch	\$ 34,359.00
D. Fixed Costs/Dispatch	\$ 14,989.00
F. Detention Aide Costs/Detention	\$ 9,244.00
G. Supervisory Costs/Detention	\$ 2,431.00
H. Fixed Costs/Detention	<u>\$ 293.00</u>
	\$279,459.00

\$279,459.00 – total cost
\$ 44,381.00 – 9-1-1 money
\$235,078.00

The total cost to be paid by Orland Hills effective 10/1/2015 is \$235,078.00 or \$19,589.83 monthly plus the 911 money. Orland Hills currently pays \$19,231.00 per month plus the 911 money.

K. Annual Increase

Annual increase on 5/1 of each contract year will be calculated by adding the TCO contractual cost of living increase (estimated @ approximately 2% however contract not finalized).

Cc: OP/OH Dispatch Detention File

..T

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE DISPATCHING AND PRISONER DETENTION SERVICES

..B

WHEREAS, the President and Board of Trustees of the Village of Orland Park, along with the President and Board of Trustees of the Village of Orland Hills, believe that it would be in the best interests of both Villages to enter into an Intergovernmental Agreement providing for the continuation of centralized police dispatching and prisoner detention services.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1:

The Village President and Village Clerk are hereby authorized and directed to execute, on behalf of the Village, INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE DISPATCHING AND PRISONER DETENTION SERVICES, in a form substantially as that attached to this Resolution as Exhibit A, and to take such further action as is necessary to fulfill the terms of said Agreement.

SECTION 2:

This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND
PARK AND THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE
DISPATCHING AND PRISONER DETENTION SERVICES**

WHEREAS, the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation, and the VILLAGE OF ORLAND HILLS, Cook County, Illinois, an Illinois municipal corporation, have each determined that it is mutually beneficial to both municipalities that centralized police dispatching and prisoner detention services as previously established be continued for an additional four (4) years under the following described terms and conditions; and

WHEREAS, centralized police dispatching and prisoner detention services as herein established can efficiently and economically serve the needs of both Villages; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE COVENANTS AND AGREEMENTS HEREIN SET FORTH, IT IS HEREBY AGREED by and between the VILLAGE OF ORLAND PARK and the VILLAGE OF ORLAND HILLS as follows:

The above Preambles shall be incorporated in and constitute a part of this Agreement.

1. This Agreement shall be for a term commencing on October 1, 2015, and extending through September 30, 2019, unless sooner terminated as hereinafter provided.

2. The VILLAGE OF ORLAND PARK (hereinafter "ORLAND PARK") shall provide police dispatching and prisoner detention services for the VILLAGE OF ORLAND HILLS (hereinafter "ORLAND HILLS") under the following terms and conditions:

(1) On a twenty-four hour a day basis for each and every day of this Agreement,

ORLAND PARK shall:

(a) Provide police dispatching services for the ORLAND HILLS Police Department;

(b) Answer one (1) ORLAND HILLS Police Private line for the walk-up telephone located at the ORLAND HILLS Police Department;

(c) Make available a prisoner detention facility within the ORLAND PARK Police Department; and

(d) Make available a police Matron to facilitate detention of females by ORLAND HILLS Police Department within the ORLAND PARK Police Department detention facility.

(2) In addition, ORLAND PARK shall supply entry and forwarding of L.E.A.D.S. data, excluding Uniform Crime Reporting.

(3) In consideration of the foregoing, ORLAND HILLS shall:

(a) Continue to transfer its total monthly 911 telephone surcharge to ORLAND PARK;

(b) Pay ORLAND PARK for said services in the following manner:

- (i) For the twelve (12) month period commencing October 1, 2015, and extending through September 30, 2016, the sum of \$235,078.00 in twelve (12) equal monthly payments of \$19,589.83, plus ORLAND HILLS' share of 911 funds.
- (ii) For the period of this Agreement commencing October 1, 2015, and each year thereafter through the term of this Agreement, ORLAND HILLS shall pay ORLAND PARK the amounts (and in the manner) set forth in subparagraph (i), above, increased by the percentage salary increase received by ORLAND PARK's Telecommunications Officers effective on May 1 of each contract year per their AFSCME contractual agreement; plus ORLAND HILLS' share of annual TCO step increases.
- (c) Furnish at its cost all telephonic charges required to implement and maintain the services under this Agreement.
- (d) Supply at its cost all other equipment necessary to cause the aforesaid circuit to be compatible with ORLAND PARK'S existing dispatching equipment.
- (e) Pay monthly billings for the aforementioned telephone circuits which shall be billed directly to ORLAND HILLS.
- (f) At its cost, cause its officers to participate in training classes and require its officers to comply with all ORLAND PARK Dispatch Procedures and Rules and Regulations concerning the operation of the ORLAND PARK Police Department.

- (g) Require that all prisoners lodged by its officers in the ORLAND PARK Police Department detention facility be processed by ORLAND HILLS Officers in compliance with all standards established by the Illinois Department of Corrections and ORLAND PARK Police Department's General and Special Orders.
- (h) Secure and maintain the appropriate approvals from the F.C.C. and shall list ORLAND PARK as the dispatching location.
- (i) Obtain and maintain any and all other approvals from any law enforcement jurisdiction or agencies, public or private, which may be necessary for the performance of this Agreement.

3. This Agreement may be amended or changed only by the mutual written agreement of the parties hereto.

4. This Agreement shall continue in effect for the specified term ending at midnight, September 30, 2019, provided, however, that either party to this Agreement may terminate this Agreement upon ninety (90) days' prior written notice to the other party by Certified Mail, return receipt requested. The 90-day period may be extended by mutual written agreement of the parties. Service shall be considered as having occurred upon the notice's deposit with the United States Postal Service, proper postage prepaid. Said notice shall be served at the following addresses:

For notice to ORLAND PARK:

Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

For notice to ORLAND HILLS:

Village Administrator
Village of Orland Hills
16033 South 94th Avenue
Orland Hills, Illinois 60477-4623

5. This Agreement may be extended only by the mutual written Agreement of the parties hereto.

6. ORLAND PARK agrees to use its best effort to transmit messages to ORLAND HILLS, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism or natural disaster or because demand for its services due to emergency calls related to other governmental agencies. ORLAND HILLS recognizes and acknowledges that said ORLAND PARK Communications Center will be performing the same or similar services as herein described for ORLAND PARK and for other governmental agencies and ORLAND PARK alone will make the determination as to priority of emergency matters. However, the determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

7. A. ORLAND HILLS hereby agrees at its sole cost and expense, to unconditionally indemnify, defend, and hold ORLAND PARK and/or its trustees, officers, employees and agents (whether sued in their official or individual capacity) harmless against any loss, liability, damage (whether direct or consequential), expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' and experts' fees and disbursements and court costs (collectively, the "Liabilities"), in any way arising out of or in consequence of this Agreement, or any other Liabilities which may be incurred by or asserted against ORLAND PARK and/or its trustees, officers,

employees and agents directly or indirectly resulting from ORLAND HILLS' presence on or use of ORLAND PARK'S property, equipment and facilities and/or the services to be provided by ORLAND PARK as set forth in Paragraph 3 above.

ORLAND HILLS shall assume the expense of defending all suits, claims, administrative proceedings and disputes of any description and kind with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that ORLAND PARK and/or its trustees, officers, employees and/or agents are named as (a) defendant(s) in any lawsuit, proceeding or claim arising out of the matters to be indemnified under this Agreement, and to the extent that insurance company(ies) for ORLAND HILLS (on whose policies ORLAND PARK will be named as additional insured as set forth in subparagraph 8C below) does not provide ORLAND PARK and/or its trustees, officers, employees and/or agents with a complete defense to all the claims made or Counts asserted, or if the insurance company(ies) defend(s) ORLAND PARK and/or its trustees, officers, employees and/or agents under a reservation of rights or otherwise places a limitation on its coverage for ORLAND PARK and/or its trustees, officers, employees and/or agents, or if a claim is made for more than the policy limits, then ORLAND PARK and/or its trustees, officers, employees and/or agents shall also have the right to participate in the defense of the lawsuit, proceeding or claim and shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the costs, expenses and fees associated with said attorney(s) in relation to said

lawsuit shall be paid by ORLAND HILLS pursuant to the indemnification provisions herein. ORLAND HILLS shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, ORLAND PARK, at its sole discretion, may proceed to file suit against ORLAND HILLS to compel such payment. ORLAND HILLS also agrees that it will not settle or compromise such action, suit or proceeding without ORLAND PARK's prior written consent, which consent shall not be unreasonably withheld.

The obligations of ORLAND HILLS under this Paragraph 8 shall remain in full force and shall not be impaired by the expiration or termination of this Agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding (whether instituted by either Village) in any way relating to this Agreement and the indemnification described herein, or to enforce the indemnification described herein, or to enforce the indemnification or obligations hereunder, ORLAND PARK shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such service shall be payable by ORLAND HILLS within 30 days of demand.

Notwithstanding the foregoing, nothing in this paragraph or Agreement should be construed as an effort on or by ORLAND PARK and/or its trustees,

officers, employees and/or agents to be indemnified for liability to the extent not permitted by law.

- B. ORLAND HILLS agrees to waive all claims against ORLAND PARK and/or its trustees, officers, employees and/or agents, for any loss, damage, injury or occurrence in any way arising out of or in consequence of this Agreement, including but not limited to any claim for Contributions under 740 ILCS 100/0.01, et seq.
- C. ORLAND HILLS, at its cost, shall provide and maintain during the term hereof general liability insurance, personal injury and property damage insurance in the amount of not less than ONE MILLION (\$1,000,000) DOLLARS with insurance companies acceptable to ORLAND PARK. Certificates evidencing such insurance shall be deposited with ORLAND PARK. Also, ORLAND PARK and/or its trustees, officers, employees and/or agents shall be named as additional insureds on all of ORLAND HILLS' insurance policies, basic and umbrella, covering potential risks and Liabilities arising from this Agreement even though said policies may exceed the ONE MILLION (\$1,000,000) DOLLAR minimum coverage required above. It is not the intent of this requirement that ORLAND HILLS obtain insurance in excess of ONE MILLION (\$1,000,000) DOLLARS, but it is the intent to provide ORLAND PARK and/or its trustees, officers, employees and/or agents with the excess coverage in the event ORLAND HILLS has the excess coverage. ORLAND PARK shall be provided with a Certificate(s) of Insurance indicating the foregoing coverages, including any umbrella coverage when applicable.

D. ORLAND HILLS promises to hold ORLAND PARK and/or its trustees, officers, employees and/or agents, harmless on account of any loss, claim, liability or damages, including attorneys' fees, that may allegedly occur as a result of the death or bodily injury to persons or damaged property during the performance or resulting from the performance of this Agreement; and ORLAND HILLS assumes all liability for damages to persons or property due to accidents or otherwise by reason of the obligations undertaken by ORLAND PARK under this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each municipal corporation according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized officers and the corporate seals to be properly affixed thereto.

DATED this ____ day of _____, 2015.

VILLAGE OF ORLAND PARK

By: _____
Village President

ATTEST:

Village Clerk

VILLAGE OF ORLAND HILLS

By: _____
Village President

ATTEST:

Village Clerk

DATE: January 5, 2016

REQUEST FOR ACTION REPORT

File Number:	2015-0811
Orig. Department:	Police Department
File Name:	An Ordinance Amending Title 6, Chapter 2 Section 2-13 in regard to Small Unmanned Aircrafts (Drones) - Ordinance

BACKGROUND:

Small unmanned aircrafts (drones) are becoming increasingly popular, and since there are no regulations governing their use, with that have come several complaints and concerns by residents as it relates to privacy and safety. Attached is an article from the October Illinois Municipal Review outlining some of the issues surrounding drones and a draft ordinance for discussion that mirrors one that was recently enacted by the City of Chicago. This ordinance contained changes that do not require registration by the Village and eliminates seizure and cartage costs for first offenses.

On December 21, 2015, this item was reviewed and approved by the Public Safety Committee and referred to the Village Board for approval.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE AMENDING TITLE 6, CHAPTER 2, SECTION 2-13 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO SMALL UNMANNED AIRCRAFTS



Drones: Coming Soon to Your Municipal Air-Space

BY WILLIAM C. CONNOR, ATTORNEY AT LAW, P.C.

AN INDUSTRY TAKING OFF

"Secret Service Arrests Man after Drone Flies Near White House," NYTimes, Michael S. Schmidt, May 14, 2015.
"Government Employee Piloted Drone That Crashed at the White House," David Jackson and Bart Jansen, USA TODAY, Jan. 26, 2015. "A passenger jet approaching LaGuardia airport in New York was forced to swerve at 2,700 feet after it nearly collided with a drone." (*"New York Bound Plane Nearly Collides with Drone,"* Telegraph, David Lawler, May 29, 2015, telegraph.co.uk/news)

These are just a few of the increasing number of headlines involving drone mishaps. Such near misses and mishaps are on the increase and with them the increased chance of litigation and certainly increased regulation. The Washington Post reports that "since June 1, commercial airlines, private pilots, and air-traffic controllers have alerted the FAA to 25 episodes in which small drones came within a few seconds or a few feet of crashing into much larger aircraft, the records show." (*"Near-Collisions Between Drones, Airliners Surge, New FAA Reports Show,"* Craig Whitlock, Washingtonpost.com, Nov. 26, 2014. www.washingtonpost.com/wp-srv/special/national/faa-drones/)

Drones are not new. In various places around the world, drones have been in use for several years. They are being used to deliver packages, spray fertilizer and pesticides on crops, take images of real estate properties, for mapping purposes, searches, mining, law enforcement, and much more. In Illinois, the state police are now using drones to photograph traffic accident sites in order to clear traffic more quickly. A spokesman for the State Police Department said that they were "intentionally avoiding the word 'drone' because 'it carries the perception of pre-programmed or automatic flight patterns and random, indiscriminate collection of images and information.'" (*"Illinois State Police Will Fly 'Unmanned Aircraft' Not Drones,"* arstechnica.com/tech-policy/2015/05/). Illinois' Freedom from Drone Surveillance Act prohibits using drones to collect information except in the cases of a high risk of terrorist attack, in conjunction with a search warrant, probable cause

that would require quick action, finding a missing person, or photographing the scene of a crime or traffic accident. (*"15 States Have Drone Privacy Laws And More Are On The Way,"* Timothy Kidwell, Drone360, Special 2015, p. 50) While drones can be found hard at work around the globe, the industry in the United States is just starting to take off.

According to Fortune online, the drone industry is currently a 2.5 billion dollar a year industry. Experts are predicting that the unmanned aircraft (UA) industry will grow to 25 billion dollars in just the next five years. The FAA estimates that within the next 20 years there will be 30,000 unmanned aircraft (drones) in operation around the country. The price of commercial drones is already dropping to very affordable rates. The Wall Street Journal reports that "SZ DJI Technology Co. has become the world's biggest consumer drone maker by revenue, selling thousands of its 2.8-pound, square-foot devices (DJI Phantoms) for about \$1,000 each . . . The DJI Phantom series is like the Model T." (*"Who Builds the World's Most Popular Drones?,"* Jack Nicas and Colum Murphy, wsj.com, Nov. 10, 2014)

REGULATIONS SLOW IN COMING

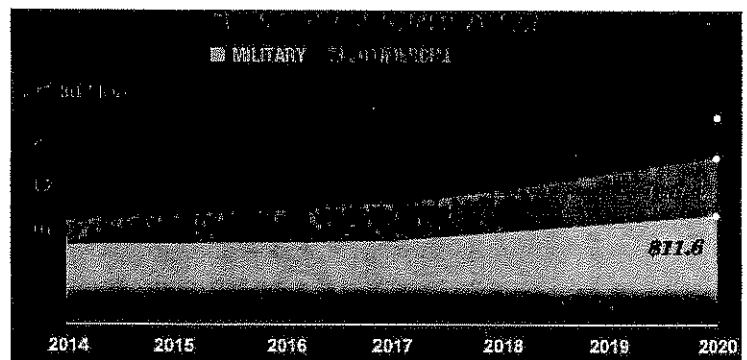


Chart Source: Frost & Sullivan

This new industry is also bringing with it a host of questions and disputes that will need to be regulated and litigated as federal, state, and local governments work to reconcile the

DRONES CONTINUES ON PAGE 16

growing use of drones by both government and private business with the interests and responsibilities to maintain the health, safety, and privacy of citizens and residents.

The FAA defines an Unmanned Aircraft (UA) as the flying portion of an Unmanned Aircraft System (UAS). The system includes the control station, data links, telemetry, communications, and navigation equipment, etc. There are three different types of UAS in operation.

1. Public (Government)
2. Civil (Non Government)
3. Model Aircraft (hobby or recreation)
(<https://www.faa.gov/uas>)

How can drones be used? Where and when can they fly? How are they to be controlled? What safety systems should be included in the technology of a drone? Where should launching and landing areas be located for commercial use? What are the rules of the road? How high or low can they fly? How loud can they be? What information can they collect and what are the rules for storing such information? These are just a few of the questions that require answers. But given the complexity of the issues involved and the creativity of the marketplace, it is clear that these answers cannot all come from the same single source like the federal government.

In November of 2014, the National Transportation Safety Board held (in *Huerta FAA Administrator V. Pirker*, CP-217) that drones are “aircraft” as defined under federal statutes and regulations. As such, Federal Aircraft Regulation 91.13, written for larger manned aircraft applies to drones. This regulation states that “no person may operate an aircraft in a careless or reckless manner so as to endanger the life or property of another.” The FAA has proposed some new regulations. “The proposed new regulations would apply to all UAVs that are 55 pounds or less. Drone flight would be limited to daylight hours, at altitudes below 500 feet, and at speeds not to exceed 100 mph. Drones would also need to operate away from people (unless they are directly involved in the flight) and within the pilot’s line of sight. . . . Lastly, commercial drone operators would need to be at least 17 years old, take a FAA-administered knowledge test and pass a Transportation Security Administration security check.” (“*FAA Releases Proposed Drone Regulations*,” *Drones360*, Special 2015, p. 11) Other than this one ruling and the FAA’s proposed regulation, there is no federal statute that applies to drones.

Only about half the states have considered legislation regarding the operation of drones and only about ten had enacted some sort of legislation by the end of 2014. Illinois was one of those states. It enacted 725 ILCS 167, the “*Freed From Drone Surveillance Act*.” This Act regulates the use of drones in law

enforcement by regulating how and when they can be used and how long the data collected by the drones can be stored.

EXPECT A LITTLE LESS OF EXPECTATION OF PRIVACY

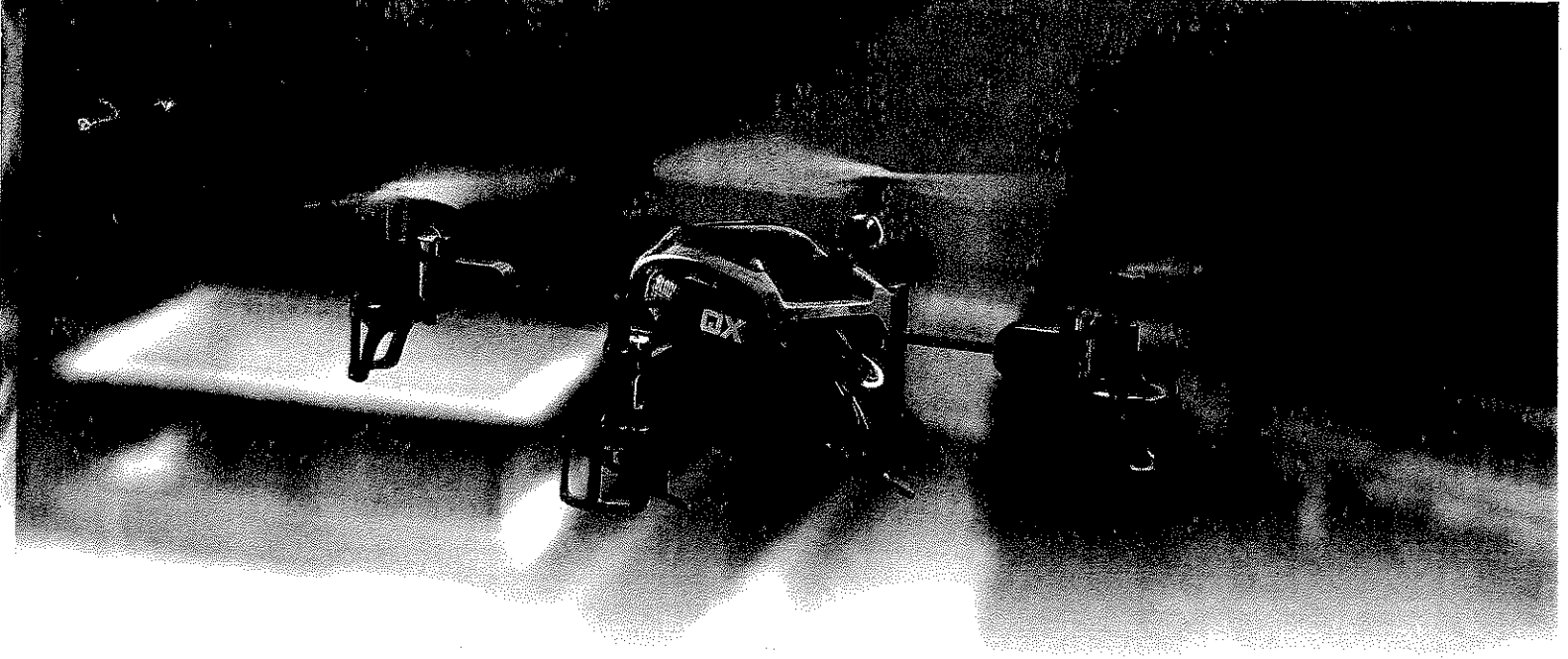
Chief among the concerns is the right of privacy. The courts have held that the Fourth Amendment guarantees a reasonable expectation of privacy, which includes a person’s home. The Illinois Supreme Court pointed this out in *People v. Pitman*, (211 Ill. 2d 502; 813 N.E.2d 93; 2004). The court wrote, “Thus, Fourth Amendment, protection extends to a home’s curtilage, *i.e.*, the land immediately surrounding and associated with the home.” (516)

In 2009 a Pennsylvania couple filed suit against Google Inc. (*Boring v. Google*, 58 F. Supp. 2d 695 (W.D. Pa. 2009)). The Borings brought claims for invasion of privacy, trespass, and other counts as a result of Google’s “Street View” program. The Borings alleged that their residence was only accessible by a road marked with “private” and “no trespassing” signs, yet Google entered their property and took pictures of their home. The case was dismissed, but the U.S. Third Circuit of Appeals (*Boring v. Google, Inc.*, United States Court of Appeal 3rd Circuit, 09-2350 (January 28, 2010)) reinstated the claim for trespass because the Google vehicle may have entered the Boring’s driveway. With the drone technology of today, the same picture might possibly be taken from a safe enough distance without trespassing. This means that property owners who once had an extra measure of privacy due to private drives, distance from a public thoroughfare, and landscaping may have to get used to the idea that in the age of drones, they have less privacy in and around their homes.

State v. Walton, 133 Haw. 66 (2014) was a criminal case taken up by the Supreme Court of Hawaii. In regard to the expectation of privacy, the court raised the question. “Soon and inevitably to come are overflights by drones — will they be too numerous in number to sustain a claim of any expectation of privacy?” (footnote 27). In other words, once drones become common place, can a residence continue to hold a reasonable expectation of privacy while in their back yards as drones fly by? In another case, *Chapdelaine v. Duncan*, 2014 BL 349464, 17 (Conn. Super. Ct, Oct. 28 2014) the court observed that surveillance is ready for an “exponential expansion” by the introduction of drone technology. The fact is drones hold the very real possibility of changing our fundamental expectation of privacy in regard to the space around our own homes.

But when it comes to privacy there are three areas of law that can act as a foundation for drone regulation.

1. Private Property Laws – non-governmental intrusions of trespass (e.g., flying into people’s backyards and snooping around)



2. State Privacy Laws – “Peeping Tom” laws, the recording of images, and privacy torts (e.g., using a drone to look into homes and record non-public images)
3. Civil and Criminal Laws that specifically block unwanted aerial surveillance from privately owned manned or unmanned aircraft. (e.g., using drones to conduct surveillance in places where people have a “reasonable expectation of privacy”)

(“The Future of Drones: Sky-High Hopes vs. Regulatory Realities, Denise Chow,” livescience.com, April, 14, 2014)

TRADITIONAL LOCAL TOOLS

“There have been relatively few legislative proposals to regulate the domestic use of unmanned aircraft systems (UAS) at the county or municipal levels. Almost all of the existing proposals have been drafted specifically to address privacy concerns regarding the use of UAS by public employees, and most of the existing proposals simply ban UAS from airspace above the regulated locality. Notably, the cities of Charlottesville, VA and St. Bonifacius, MN have each passed resolutions restricting the use of UAS.” (“Domesticating the Drone, INSCT, Syracuse University,” <http://uavs.insct.org/local-regulation>) Likewise, the City of Evanston, Illinois passed resolution 27-R-13 placing a moratorium on the use of unregulated drone technology within the city limits.

But local governments can and will do more than simply ban the use of drones within their jurisdictions. They have powers to regulate certain aspects of the industry in order to ensure the health, safety, and privacy of their residents. On the other side of the issue, prospective drone entrepreneurs will need to be aware of the developing regulations at the federal, state, and local level. Local governments can create drone-friendly

zones to encourage commercial activity along those lines. Local governments can regulate the use of drones in at least three ways:

1. They can regulate their own municipal use.
2. They can regulate the private use of drones and, where violations occur, prosecute violators in order to protect privacy and abate nuisance.
3. Municipalities can also enact zoning ordinances in order to regulate businesses within their jurisdiction that operate drones, providing for and restricting where drones may be launched, landed, and operated.
4. A municipality can regulate and issue licenses for occupations and businesses for the sake of fire protection and public health and safety. (*Father Basil’s Lodge, Inc. v. Chicago*, 393 Ill. 246, 253-254, 1946)

THE FUTURE IS HERE

In light of the many unresolved legal issues, some municipalities have begun to pass their own ordinances in order to protect the health, safety, privacy, and quality of life of their residents. The industry and technology are advancing quickly. If local governments are going to benefit from this new industry and head off problems that pose a threat to the health, safety, and privacy of their residents, they need to enact reasonable regulations before the first commercial unmanned aircraft takes off and lands within the city limits.

On the other side of the issue, the use of drones, it seems, is limited only by our own imaginations and regulations. Anyone seeking to start a drone business will need expert legal advice to help minimize risk and navigate the evolving regulatory landscape. Otherwise their new business venture may never get off the ground.

AUTHORIZED SIGNATURE

Changes to Wage Payment and Collection Act



BY SUSAN GLOVER AND RACHEL LUTNER, ROBBINS SCHWARTZ

In August 2014, the Illinois Department of Labor (“IDOL”) adopted new regulations which significantly broaden the IDOL’s reach under the Illinois Wage Payment and Collection Act (“IWPCA”). The new regulations went into effect without a press release or announcement about how the major changes will impact Illinois employers.

The IWPCA governs when, where, how, and how often employers must pay wages, including bonuses, vacation, and final compensation. Employees who believe they have been unlawfully denied wages may file claims against their employer with IDOL.

EMPLOYERS MUST TRACK EXEMPT EMPLOYEES’ HOURS

The most surprising and counter-intuitive amendment is the completely new requirement that:

Regardless of an employee’s status as . . . an exempt administrative employee, executive or professional, every employer shall make and maintain . . . records for each employee: [of] . . . the hours worked each day in each work week . . .

56 Ill. Adm. Code (“IAC”) 300.630.

Most employers (and exempt employees) will find the new requirement that they record exempt employees’ hours “each day in each workweek” a culture shock. Prior to this regulation, neither Illinois nor federal law required this. Now these records must be created and kept for all employees for 3 years. There is no penalty for violating this directive, but the lack of records will mean that an employee, about whom such records do not exist, will prevail in a wage claim. These changes signal IDOL’s plans to assist misclassified workers (employees classified as exempt but whose jobs render them nonexempt) recover unpaid (and untracked) overtime.

NEW REGULATIONS IMPACT EMPLOYERS’ DAILY OPERATIONS

The amendments prohibit employers from insisting that employees accept payment via direct deposit or payroll card. 56 IAC 300.600. Employees may demand wages via check or cash, and if cash is given, the employer must keep a receipt signed by the employee. Section 4 of the IWPCA requires that wages are paid in “lawful money . . . by check . . . by deposit of funds . . ., or by a payroll card,” and permits

other arrangements pursuant to “a valid collective bargaining agreement.” Thus, employers that pay wages via direct deposit or payroll card pursuant to a collective bargaining agreement may continue to do so.

The new regulations bar “use it or lose it” vacation policies: “An employer cannot effectuate a forfeiture of earned vacation by a written employment policy or practice. . . .” 56 IAC 300.520. To cap time off, vacation policies must be revised so vacation ceases to accrue after an employee’s unused days reach a certain amount.

IDOL will now enforce unwritten, vague, non-contractual “agreements” between employers and employees. 56 IAC 300.450. Under the new regulations, “agreements” can exist despite an employer’s best efforts to prevent them:

“Agreement” means the manifestation of mutual assent on the part of two or more persons. An agreement is broader than a contract and an exchange of promises . . . is not required . . . An agreement may be reached . . . without the formalities . . . of a contract and may be manifested by words or . . . conduct, such as past practice. Company policies and policies in a handbook create an agreement even when the handbook or policy contains a . . . provision disclaiming the handbook from being an employment contract . . . or an enforceable contract. While a disclaimer may preclude a contract . . . it does not preclude an agreement . . . relating to compensation . . .

Illinois law has long been that a disclaimer in a policy manual or handbook will eliminate the possibility that policy language creates an enforceable agreement. The new regulation changes that expectation for matters covered by the IWPCA.

NEW RECORDKEEPING AND NOTICE REQUIREMENTS

Employers must now notify all employees of their rate of pay when they are hired in writing “whenever possible.” 56 IAC 300.630. When pay rates change, affected employees must be told in writing “unless impossible.” Publication of wage rates in a collective bargaining agreement or ordinance probably won’t satisfy this requirement unless every bargaining unit member receives a paper copy of the new contract and the salary schedule each time wage rates change.

..T

AN ORDINANCE AMENDING TITLE 6, CHAPTER 2, SECTION 2-13 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO SMALL UNMANNED AIRCRAFTS

..B

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 protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to 65 ILCS 5/11-60-2 (2012), the President and Board of Trustees of the Village may define, prevent, and abate nuisances; and

WHEREAS, the growing prevalence of small unmanned aircrafts, including drones and model aircrafts, has created public safety concerns; and

WHEREAS, a recent investigation conducted by the *Washington Post* revealed that law enforcement agencies, universities and other registered drone users have reported 23 accidents and 236 unsafe incidents since November 2009; and

WHEREAS, small unmanned aircrafts, including drones, can be equipped with highly sophisticated surveillance technology that threatens privacy; and

WHEREAS, the FAA launched a public awareness campaign urging novice operators to pay attention to safety and avoid reckless and unsafe activities, such as flying too close to individuals or operating small unmanned aircrafts while under the influence of alcohol or drugs; and

WHEREAS, the Unmanned Aircraft System (“UAS”) Registration Task Force Aviation Rulemaking Committee has issued a final report to the Department of Transportation and the Federal Aviation Administration (“FAA”) acknowledging the need for regulations of small unmanned aircrafts and recommending the implementation of a federal registry; and

WHEREAS, the City of Chicago has adopted an ordinance regulating the use of small unmanned aircrafts in the city; and

WHEREAS, the prevalence and unregulated use of small unmanned aircrafts, including drones, in the Village poses a threat to the public health, safety, and welfare and has created public health, safety, and welfare concerns, including but not limited to privacy, nuisance, and trespass concerns; and

WHEREAS, the Village desires to reduce, eliminate and curb the public nuisances created by individuals operating small unmanned aircrafts within the Village as specified herein; and

WHEREAS, the Village declares that a public nuisance is created by individuals operating unmanned aircrafts who commit violations of the laws set forth herein.

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

That Title 6, Chapter 2 of the Orland Park Village Code is amended by adding Section 6-2-2-13, which shall read in its entirety as follows:

“6-2-2-13: SMALL UNMANNED AIRCRAFT:

1. **Definitions:**

“Aircraft” means any contrivance invented, used, or designated to navigate or fly in the air.

“Village airspace” means the airspace above the land, water and waterways within the jurisdiction of the Village of Orland Park.

“Firearm” has the meaning ascribed to the term in Section 8-6-4-1.

“Hobby or recreational purposes” means a pursuit engaged in for relaxation, and not for business purposes and not for compensation or hire.

“Open air assembly unit” means any structure, enclosed area or other demarcated space used for the assembly of persons in the open air, including, but not limited to, amusement parks, stadiums, athletic fields, automotive speed ways, aviation fields, band stands, beach enclosures, grandstands, observation platforms, outdoor public swimming pools, outdoor theaters, race tracks, reviewing stands, street festivals or parade routes.

“Operate” means to pilot, steer, direct, fly or manage a small unmanned aircraft through the air whether from within the aircraft or remotely. The term “operate” includes managing or initiating a computer system that pilots, steers, directs, flies or manages a small unmanned aircraft.

“Public aircraft” has the meaning ascribed to the term in Section 40102 of Title 49 of the United States Code.

“Small unmanned aircraft” means an aircraft that (1) is operated without the possibility of direct human intervention from within or on the aircraft, and (2) weighs less than 55 pounds at the time of the operation, including the weight of any payload or fuel. The term “small unmanned aircraft” does not include “toy aircraft” or “public aircraft” as defined herein.

“Surveillance” means the gathering, without permission and in a manner that is offensive to a reasonable person, of visual images, physical impressions, sound recordings, data or other information involving the private, personal, business or familial activities of another person, business or entity, or that otherwise intrudes upon the privacy, solitude or seclusion of another

person, business or entity, regardless of whether a physical trespass onto real property owned, leased or otherwise lawfully occupied by such other person, business or other entity, or into the airspace above real property owned, leased or otherwise lawfully occupied by such other person, business or other entity, occurs in connection with such surveillance.

“Toy aircraft” means (1) a glider or hand-tossed small unmanned aircraft that is not designed for and is incapable of sustained flight; or (2) a small unmanned aircraft that is capable of sustained flight and is controlled by means of a physical attachment, such as a string or wire.

“Weapon” means any instrument, article or substance that, under the circumstances in which it is used, attempted to be used or threatened to be used, is readily capable of causing death or serious physical injury.

2. Operating Regulations. No person shall operate any small unmanned aircraft in Village airspace:

- (1) except for hobby or recreational purposes only and in conformity with this section;
- (2) directly over any person who is not involved in the operation of the small unmanned aircraft, without such person’s consent;
- (3) over property that the operator does not own, without the property owner’s consent, and subject to any restrictions that the property owner may place on such operation;
- (4) at an altitude higher than 400 feet above ground level;
- (5) outside the visual line of sight of the operator. The operator shall use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to maintain at all times an unobstructed view of the small unmanned aircraft, without the use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, goggles designed to provide a “first person view” from the model or similar devices;
- (6) within five miles of any airport;
- (7) in a manner that interferes with, or fails to give way to, any manned aircraft;
- (8) between dusk and dawn;
- (9) whenever weather conditions impair the operator’s ability to operate the small unmanned aircraft safely;
- (10) over any open air assembly unit, school, school yard, public or private park, hospital, place of worship, prison or police station, without the property owner’s consent, and subject to any restrictions that the property owner may place on such operation;
- (11) within 500 feet of any water intake facility or any electric generating facility, substation or control center, or within 100 feet of any electric transmission facility, or within 25 feet of

any electric distribution facility or of any overhead wire, cable, conveyor or similar equipment for the transmission of sounds or signal, or of heat, light or power, or data, upon or along any public way within the Village, without the facility or equipment owner's consent, and subject to any restrictions that the facility or equipment owner may place on such operation;

(12) for the purpose of conducting surveillance, unless expressly permitted by law;

(13) while under the influence of alcohol, or other drug or drugs, intoxicating compound or compounds or any combination thereof, as those terms are defined in 625 ILCS 5/11-501, as amended;

(14) that is equipped with a firearm or other weapon;

(15) with intent to use such small unmanned aircraft or anything attached to it to cause harm to persons or property;

(16) in a reckless or careless manner;

(17) in violation of any Federal or State law.

3. Construction of Section

(1) Operations authorized by the FAA - Exception. Notwithstanding the prohibitions set forth in this Section 2-13, nothing in this section shall be construed to prohibit, limit or otherwise restrict any person who is authorized by the Federal Aviation Administration to operate a small unmanned aircraft in Village air space, pursuant to Section 333 of the FAA Modernization and Reform Act of 2012 or a certificate of waiver, certificate of authorization or airworthiness certificate under Section 44704 of Title 49 of the United States Code or other Federal Aviation Administration grant of authority for a specific flight operation(s), from conducting such operation(s) in accordance with the authority granted by the Federal Aviation Administration.

(2) Operations prohibited by the FAA - Clarification. Nothing in this section shall be construed to authorize the operation of any small unmanned aircraft in Village airspace in violation of any Federal statute or rules promulgated thereunder, including, but not limited to, any temporary flight restrictions or notices to airmen issued by the Federal Aviation Administration.

(3) Operations authorized by the State of Illinois - Exception. Notwithstanding the prohibitions set forth in this section, nothing in this section shall be construed to prohibit the use of a drone by a law enforcement agency in accordance with Section 15 of the Freedom from Drone Surveillance Act, codified at 725 ILCS 167/1 et seq., or its successor provision.

4. Violation - Penalty. Any person who violates this section or any rule promulgated hereunder shall be fined not less than \$100.00 nor more than \$750.00 for each offense.

Each day that a violation continues shall constitute a separate and distinct offense.

5. **Seizure for unlawful use.** On a second or ensuing incident or on a first incident resulting in property damage or personal injury and when the village manager, police chief or their duly authorized enforcement officers or designees have a reasonable basis to believe that any small unmanned aircraft is or has been operating in violation of this section, said small unmanned aircraft may be seized by such duly authorized enforcement official, followed by an opportunity for an administrative hearing, with notice to the owner within seven calendar days of such seizure, for the purpose of reviewing the appropriateness of the seizure, and shall be held by the Village until such time that the owner of such small unmanned aircraft reimburses the Village for the actual cartage costs incurred in connection with the seizure and pays to the Village \$20.00 for each day, or part of a day, that the small unmanned aircraft is in storage. If criminal charges involving the use, condition or operation of the small unmanned aircraft are pending, the small unmanned aircraft shall be held until disposition of the criminal charges. If it is determined at an administrative hearing, by a preponderance of evidence, that the seized small unmanned aircraft was not operated in violation of this section, such small unmanned aircraft shall be returned to its owner without charge.

6. **Rules.** The police chief, in consultation with corporate counsel, is authorized to promulgate rules necessary or appropriate to implement this Section 2-13. Such rules shall be publically available and conspicuously posted.”

SECTION 3

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.

SECTION 4

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: January 4, 2016

REQUEST FOR ACTION REPORT

File Number: **2015-0807**
Orig. Department: **Recreation Department**
File Name: **Winter/Spring 2016 Program Guide - Distribution**

BACKGROUND:

The Village has budgeted for the distribution of the Winter/Spring 2016 Program Guide in the Orland Park Prairie. The final cost to mail 22,250 brochures to residents through 22nd Century Media, LLC (Orland Park Prairie) is \$7,478.00; based on the brochure weight of 8.32 oz. Additional printed program guides will be made available to the public at Village facilities.

On December 21, 2015, this item was reviewed and approved by the Parks and Recreation Committee, recommended for approval and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

This item is included in the Fiscal Year 2015 budget account 283-4001-441600.

REQUESTED ACTION:

I move to approve payment to 22nd Century Media, LLC in the amount of \$7,478.00.

DATE: January 4, 2016

REQUEST FOR ACTION REPORT

File Number: **2016-0017**
Orig. Department: **Village Manager**
File Name: **Purchase of Real Estate - 14403 Irving Avenue - Ordinance**

BACKGROUND:

This is now before the Village Board for consideration of an ordinance for the purchase of a parcel of land in the Village consisting of approximately 6,594 square feet of real estate, including a residence and detached 2-car garage.

After extensive review by the Village's engineer and staff, it is recommended that the purchase of said property constitutes the most cost effective storm water mitigation strategy for this area.

The Village has, after extensive negotiations with the owners of record, agreed to the purchase of said property for a purchase price of \$170,000.00.

Attached is an ordinance authorizing purchase, along with Real Estate Contract (Exhibit A).

BUDGET IMPACT:

The purchase of this property is expected to be financed through the water fund.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE AUTHORIZING PURCHASE OF REAL ESTATE (KAMYKOWSKI PARCEL - 14403 IRVING AVENUE)

..T

AN ORDINANCE AUTHORIZING PURCHASE OF REAL ESTATE (KAMYKOWSKI PARCEL – 14403 IRVING AVENUE)

..B

WHEREAS, the President and Board of Trustees of the Village of Orland Park approve the purchase of a parcel of land in the Village consisting of approximately 6,594 square feet of real estate, including a residence and detached 2-car garage; and

WHEREAS, the Village has, after extensive negotiations, agreed to the purchase of said property for a purchase price of ONE HUNDRED SEVENTY THOUSAND (\$170,000.00) DOLLARS; and

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 Village Manager is hereby authorized and directed to execute, on behalf of the Village, the RESIDENTIAL REAL ESTATE CONTRACT in a form substantially as that attached to this Ordinance as EXHIBIT A. The Village President and Village Clerk are hereby further authorized and directed to execute all appropriate documents and take such other action as is required of them to consummate the purchase by the Village of the above-described real estate, in accordance with the terms of the said RESIDENTIAL REAL ESTATE CONTRACT.

SECTION 2

That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".
2 Buyer Name(s) [please print] The Village of Orland Park, a Municipal Corporation
3 Seller Name(s) [please print] Dennis Kamykowski and Candida Kamykowski
4 If Dual Agency Applies, Complete Optional Paragraph 31.

5 2. THE REAL ESTATE: Real Estate shall be defined as the property, all improvements, the fixtures and Personal
6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate
7 with approximate lot size or acreage of commonly known as:
8 14403 IRVING AVENUE ORLAND PARK IL 60462
9 Address City State Zip
10 COOK N/A 27-09-113-042-0000
11 County Unit # (If applicable) Permanent Index Number(s) of Real Estate
12 If Condo/Coop/Townhome Parking is Included: # of spaces(s) N/A; identified as Space(s) #;
13 [check type] deeded space, PIN: limited common element assigned space.

14 3. PURCHASE PRICE: The Purchase Price shall be \$ 170,000.00. After the payment of
15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
16 Closing in "Good Funds" as defined by law.

17 4. EARNEST MONEY: Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:
18 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".
19 Initial Earnest Money of \$ 10.00 shall be tendered to Escrowee on or before day(s) after Date
20 of Acceptance. Additional Earnest Money of \$ N/A shall be tendered by , 20.

21 5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST: All of the fixtures and included Personal
22 Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance,
23 unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing,
24 and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at
25 Closing [Check or enumerate applicable items]:

- 26 Refrigerator
27 X Oven/Range/Stove
28 Microwave
29 Dishwasher
30 Garbage Disposal
31 Trash Compactor
32 Washer
33 Dryer
34 Attached Gas Grill
Central Air Conditioning
Window Air Conditioner(s)
Ceiling Fan(s)
Interroom System
Backup Generator System
Satellite Dish
Outdoor Shed
Planted Vegetation
Outdoor Play Set(s)
Central Humidifier
Water Softener (owned)
Sump Pump(s)
Electronic or Media Air Filter(s)
Central Vac & Equipment
Security System(s) (owned)
Garage Door Opener(s)
with all Transmitters
All Tacked Down Carpeting
Light Fixtures, as they exist
Built-in or attached shelving
All Window Treatments & Hardware
Existing Storms and Screens
Fireplace Screens/Doors/Grates
Fireplace Gas Log(s)
Invisible Fence System, Collar & Box
Smoke Detectors
Carbon Monoxide Detectors

35 Other Items Included at No Additional Cost:
36
37 Items Not Included: Seller to remove hot water heater and glass doorknobs.

38
39 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
40 operating condition at Possession except: All systems to be sold "As Is."
41 A system or item shall be deemed to be in operating condition if it performs the function for which it is
42 intended, regardless of age, and does not constitute a threat to health or safety.
43 If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial Buyer Initial Seller Initial Seller Initial
Address: v6.1

44 **6. CLOSING:** Closing shall be on January 15, 20 16 or at such time as mutually agreed by the
45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

47 **7. POSSESSION:** Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing.
48 Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
49 to the Real Estate to Buyer or to the office of the Seller's Brokerage.

50 **8. MORTGAGE CONTINGENCY:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) ~~OR~~

51 ~~Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.~~

52 This Contract is contingent upon Buyer obtaining a *[check one]* fixed; adjustable; *[check one]* conventional;
53 FHA/VA (if FHA/VA is chosen, complete Paragraph 37); other _____ loan for _____ %
54 of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an
55 adjustable rate mortgage used) not to exceed _____% per annum, amortized over not less than _____ years.
56 Buyer shall pay loan origination fee and/or discount points not to exceed _____ % of the loan amount. Buyer
57 shall pay usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 35 if
58 closing cost credits apply).

59 Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; failure to
60 do so shall constitute an act of Default under this Contract. *[Complete both a) and b):*

61 a) Not later than _____, 20____, (if no date is inserted, the date shall be twenty-one (21) days after
62 the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
63 confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined
64 in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal
65 fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this
66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
67 specified herein or any extension date agreed to by the Parties in writing.

68 b) Not later than _____, 20____, (if no date is inserted, the date shall be sixty (60) days after the
69 Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
70 confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer
71 is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this
72 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
73 specified herein or any extension date agreed to by the Parties in writing.

74 A Party causing delay in the loan approval process shall not have the right to terminate under either of the
75 preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of
76 the dates specified above (as may be amended from time to time), then this Contract shall continue in full
77 force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
79 closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this
80 paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the
81 loan is conditioned on the sale and/or closing of Buyer's existing real estate.

82 **9. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

- 83 *[check one]* has has not received a completed Illinois Residential Real Property Disclosure;
84 *[check one]* has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
85 *[check one]* has has not received a Lead-Based Paint Disclosure;
86 *[check one]* has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

87. [check one] has has not received the Disclosure of Information on Radon Hazards.

88 **10. PRORATIONS:** Proratable items shall include without limitation, rents and deposits (if any) from tenants;
89 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
90 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
91 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
92 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ N/A
93 per _____ (and, if applicable Master/Umbrella Association fees are \$ _____ per _____).
94 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)
95 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due
96 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes
97 shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full year tax bill. All
98 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
99 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
100 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
101 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of
102 this Paragraph shall survive the Closing.

103 **11. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
104 Parties, by Notice, may:

- 105 a) Approve this Contract; or
106 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
107 c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
108 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
109 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
110 shall be null and void; or
111 d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
112 declare this Contract null and void and this Contract shall remain in full force and effect.

113 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not
114 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
115 Parties and this Contract shall remain in full force and effect.

116 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense (unless
117 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by
118 one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based
119 paint hazards or wood-destroying insect infestation.

- 120 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects
121 and are not a part of this contingency. The fact that a functioning major component may be at the end of
122 its useful life shall not render such component defective for purposes of this paragraph. Buyer shall
123 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of
124 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
125 major components of the Real Estate, including but not limited to central heating system(s), central cooling
126 system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,
127 appliances and foundation. A major component shall be deemed to be in operating condition if it performs
128 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If
129 radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

- 130 b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
 131 Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports
 132 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
 133 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
 134 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
 135 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
 136 null and void.
- 137 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 138 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 139 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
 140 shall not include any portion of the inspection reports unless requested by Seller.
- 141 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 142 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
 143 in full force and effect.

144 **13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
 145 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
 146 Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice
 147 with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not
 148 served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract
 149 shall remain in full force and effect.

150 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
 151 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
 152 Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b),
 153 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
 154 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
 155 Disclosure Act.

156 **16. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
 157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
 158 conflicting terms.

- 159 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
 160 of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all
 161 amendments; public and utility easements including any easements established by or implied from the
 162 Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions
 163 imposed by the Condominium Property Act; installments due after the date of Closing of general
 164 assessments established pursuant to the Declaration/CCRs.
- 165 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
 166 special assessments confirmed prior to the Date of Acceptance.
- 167 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
 168 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement
 169 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- 170 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
 171 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
 172 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

173 to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
174 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
175 appearance of Buyer or additional documentation, Buyer agrees to comply with same.

176 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
177 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
178 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
179 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
180 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the
181 receipt of the documents and information required by this Paragraph, listing those deficiencies which are
182 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have
183 waived this contingency, and this Contract shall remain in full force and effect.

184 f) Seller shall not be obligated to provide a condominium survey.

185 g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

186 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and
187 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
188 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller
189 (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject
190 only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they
191 do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and
192 payable at the time of Closing.

193 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

194 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
195 closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required
196 by municipal ordinance shall be paid by the Party designated in such ordinance.

197 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
198 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

199 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
200 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
201 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by
202 a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance,
203 subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the
204 Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence
205 of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title
206 commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other
207 survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or
208 encroachments removed, or have the title insurer commit to either insure against loss or damage that may
209 result from such exceptions or survey matters or insure against any court-ordered removal of the
210 encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect
211 to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or
212 ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and
213 shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

214 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
215 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

216 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more
217 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to
218 practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of
219 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set
220 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
221 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
222 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
223 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

224 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
225 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
226 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
227 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
228 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
229 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
230 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
231 shall be applicable to this Contract, except as modified by this paragraph.

232 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
233 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real
234 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate,
235 fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and
236 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
237 and tear excepted.

238 **22. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
239 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
240 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
241 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes
242 shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after
243 proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's
244 obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess
245 promptly upon demand.

246 **23. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
247 Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
248 written notice from any association or governmental entity regarding:

- 249 a) zoning, building, fire or health code violations that have not been corrected;
- 250 b) any pending rezoning;
- 251 c) boundary line disputes;
- 252 d) any pending condemnation or Eminent Domain proceeding;
- 253 e) easements or claims of easements not shown on the public records;
- 254 f) any hazardous waste on the Real Estate;
- 255 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- 256 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- 257 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

258 Seller further represents that:

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

259 [Initials] _____ There [check one] is is not a pending or unconfirmed special assessment
260 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

261 _____ The Real Estate [check one] is is not located within a Special Assessment Area or
262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
266 terminate this Contract by Notice to Seller and this Contract shall be null and void.

267 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
268 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

269 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
270 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
271 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
272 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
273 digital signature may be produced by use of a qualified, established electronic security procedure mutually
274 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
275 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating
276 the digital signature and sending same by electronic mail.

277 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
278 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
279 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
280 competent jurisdiction."

281 In the event either Party has declared the Contract null and void or the transaction has failed to close as
282 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
283 order, the Escrowee may elect to proceed as follows:

284 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
285 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
286 intends to disburse in the absence of any written objection. If no written objection is received by the date
287 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
288 to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest
289 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
290 court of competent jurisdiction.

291 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
292 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
293 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
294 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
295 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
296 Escrowee for additional costs and fees incurred in filing the Interpleader action.

297 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
298 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
299 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

300 a) By personal delivery; or

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

- 301 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
 302 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
 303 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
 304 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted
 305 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
 306 transmission; or
 307 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
 308 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
 309 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
 310 date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
 311 opt out of future e-mail Notice by any form of Notice provided by this Contract; or
 312 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 313 following deposit with the overnight delivery company.

314 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
 315 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
 316 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

317 **29. CHOICE OF LAW AND GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
 318 Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
 319 are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

320 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
 321 and the following additional attachments, if any: _____
 322 _____

323 **OPTIONAL PROVISIONS (Applicable ONLY if Initialed by all Parties)**

324 [Initials] N/A 31. **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 325 consented to _____ (Licensee) acting as a Dual Agent in providing
 326 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
 327 transaction referred to in this Contract.

328 **32. SALE OF BUYER'S REAL ESTATE:**

- 329 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
 330 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
 331 _____
 332 Address City State Zip
 333 2) Buyer [check one] has has not entered into a contract to sell Buyer's real estate.
 334 If Buyer has entered into a contract to sell Buyer's real estate, that contract:
 335 a) [check one] is is not subject to a mortgage contingency.
 336 b) [check one] is is not subject to a real estate sale contingency.
 337 c) [check one] is is not subject to a real estate closing contingency.
 338 3) Buyer [check one] has has not listed Buyer's real estate for sale with a licensed real estate broker and
 339 in a local multiple listing service.
 340 4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
 341 service, Buyer [check one]:

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

- 342 a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple
 343 listing service within five (5) Business Days after Date of Acceptance.
 344 [For information only] Broker: _____
 345 Broker's Address: _____ Phone: _____
 346 b) Does not intend to list said real estate for sale.

347 **b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 348 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
 349 is in full force and effect as of _____, 20____. Such contract should provide for a closing
 350 date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
 351 forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
 352 Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's
 353 real estate is not served on or before the close of business on the date set forth in this subparagraph,
 354 Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
 355 Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
 356 be completed.)
- 357 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
 358 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
 359 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
 360 Buyer's real estate on or before _____, 20____. If Notice that Buyer has not closed the sale
 361 of Buyer's real estate is served before the close of business on the next Business Day after the date set
 362 forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
 363 in the preceding sentence, Buyer shall be deemed to have waived all contingencies contained in this
 364 Paragraph 32, and this Contract shall remain in full force and effect.
- 365 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
 366 Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,
 367 within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
 368 of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
 369 shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
 370 within the time specified, Buyer shall be in default under the terms of this Contract.
- 371 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE.** During the time of this contingency,
 372 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 373 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in
 374 Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____
 375 hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
 376 Paragraph 32 d).
- 377 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
 378 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should
 379 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
 380 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
 381 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
- 382 a) By personal delivery effective at the time and date of personal delivery; or
 383 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
 384 effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

Address: _____ v6.1

~~c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.~~

~~3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.~~

~~4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by Buyer, this Contract shall be null and void.~~

~~5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.~~

~~6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.~~

395 d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
396 Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
397 money in the amount of \$ _____ in the form of a cashier's or certified check within the time
398 specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
399 deemed ineffective and this Contract shall be null and void.

400 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained
401 in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

402 _____ **33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
403 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
404 _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this
405 Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served
406 until after Attorney Review and Professional Inspections provisions of this Contract have expired, been
407 satisfied or waived.

408 _____ **34. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost
409 of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

410 _____ **35. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1
411 Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees to
412 credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

413 _____ **36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING**
414 **ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8**
415 **SHALL NOT APPLY [CHOOSE ONLY ONE]:**

416 a) _____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing,
417 in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the
418 amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the
419 Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees
420 to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such
421 financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
422 availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied
423 with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether
424 intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a
425 material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.
426 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
427 closing of Buyer's existing real estate.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: _____ v6.1

428 b) _____ Transaction, Mortgage Allowed: If this selection is made, Buyer will pay at closing, in the
429 form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of
430 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer,
431 that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the
432 above representation upon the reasonable request of Seller and to authorize the disclosure of such financial
433 information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
434 availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and
435 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but
436 not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or
437 minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner
438 of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon
439 Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with
440 Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional
441 or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material
442 breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. Unless otherwise
443 provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's
444 existing real estate.

445 _____ 37. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, required FHA or VA
446 amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage
447 Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan amount.

448 _____ 38. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well
449 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria
450 and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental
451 Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to
452 Closing, stating that the well and water supply and the private sanitary system are in operating condition with no
453 defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that
454 if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the
455 Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by
456 either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report
457 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a
458 mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to
459 Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to
460 Closing.

461 _____ 39. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12,
462 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written
463 report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the
464 appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of
465 active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the
466 report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business
467 Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

468 _____ 40. POST CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M. on the
469 date that is 30 days after the date of Closing ("the Possession Date"). Seller shall be responsible for all
470 utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

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471 deposit in escrow at Closing with Attorney for Purchaser, [check one] ~~Escrow~~ ~~Attorney for Purchaser~~ ~~Attorney for Seller~~ ~~Attorney for Lender~~ ~~Attorney for Escrowee~~ ~~Attorney for Buyer~~ ~~Attorney for Seller~~ ~~Attorney for Lender~~ ~~Attorney for Escrowee~~ ~~Attorney for Buyer~~

472 ~~the sum of \$1,000.00~~ the sum of \$1,000.00 to be paid by Escrowee as follows:

- 473 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
- 474 and including the day of delivery of Possession, if on or before the Possession Date;
- 475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
- 476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
- 477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
- 478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
- 479 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

480 _____ 41. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As

481 Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with

482 respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those

483 known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller

484 shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold

485 Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person

486 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is

487 unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance,

488 this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and

489 Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same.

490 Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate

491 this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges

492 that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

493 _____ 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real

494 Estate by _____

495 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified

496 Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall

497 be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the

498 Parties and this Contract shall remain in full force and effect.

499 _____ 43. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other

500 required forms), shall be held in a federally insured interest bearing account at a financial institution designated

501 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer

502 shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In

503 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days

504 prior to the anticipated Closing date.

505 _____ 44. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the

506 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and

507 with such additional terms as either Party may deem necessary, providing for one or more of the following [check applicable boxes]:

- | | | |
|---|--|--|
| <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |

This Contract is contingent upon the Buyer executing a firm sale contract with the owners of 14409 Irving Avenue for the sale of the south ten feet (10') of the Real Estate by the Buyer to said owners of 14409 Irving Avenue.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address: _____ v6.1

511 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 512 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
 513 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1.

514 _____
 515 Date of Offer _____ DATE OF ACCEPTANCE _____
 516 _____
 517 Buyer Signature _____ Seller Signature _____
 518 Buyer Signature _____ Seller Signature _____
 519 The Village of Orland Park, a Municipal Corporation _____ Dennis and Candida Kamykowski
 520 Print Buyer(s) Name(s) [Required] _____ Print Seller(s) Name(s) [Required] _____
 521 14700 Ravinia Avenue _____ 14403 Irving Avenue _____
 522 Address _____ Address _____
 523 Orland Park IL 60462 _____ Orland Park IL 60462
 524 City State Zip _____ City State Zip _____
 525 Phone _____ 708-349-7825 _____ candikamykowski@sbcglobal.net
 526 E-mail _____ E-mail _____

FOR INFORMATION ONLY

528 N/A _____ N/A _____
 529 Buyer's Brokerage _____ MLS # _____ State License # _____ Seller's Brokerage _____ MLS # _____ State License # _____
 530 Address _____ City _____ Zip _____ Address _____ City _____ Zip _____
 531 Buyer's Designated Agent _____ MLS # _____ State License # _____ Seller's Designated Agent _____ MLS # _____ State License # _____
 532 Phone _____ Fax _____ Phone _____ Fax _____
 533 E-mail _____ E-mail _____
 534 E. Kenneth Friker ekfriker@ktjlaw.com _____ David B. Sosin dsosin@sosinarnold.com
 535 Buyer's Attorney _____ E-mail _____ Seller's Attorney _____ E-mail _____
 536 20 N Wacker Dr., Ste 1660 Chicago IL 60602 _____ 9501 W. 144th Place, Suite 205, Orland Park, IL 60462
 537 Address _____ City _____ State _____ Zip _____ Address _____ City _____ State _____ Zip _____
 538 312-984-6400 _____ 312-606-7077 _____ 708-448-8141 _____ 708-448-8140
 539 Phone _____ Fax _____ Phone _____ Fax _____
 540 N/A _____
 541 Mortgage Company _____ Phone _____ Homeowner's/Condo Association (if any) _____ Phone _____
 542 N/A _____
 543 Loan Officer _____ Phone/Fax _____ Management Co./Other Contact _____ Phone _____
 544 Loan Officer E-mail _____ Management Co./Other Contact E-mail _____

551 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
 552 Seller rejection: This offer was presented to Seller on _____, 20____ at _____ A.M./P.M. and rejected on _____
 553 _____, 20____ at _____ A.M./P.M. [Seller Initials]

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 555 www.irela.org (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, September 2015: Illinois Real Estate Lawyers Association • DuPage County Bar Association •
 556 McHenry County Bar Association • Northwest Suburban Bar Association • Will County Bar Association • Belvidere Board of REALTORS® • Chicago Association of REALTORS® • Heartland REALTOR®
 557 Organization • Hometown Association of REALTORS® • Illini Valley Association of REALTORS® • Kanebake-Iroquois-Ford County Association of REALTORS® • Mainstreet Organization of
 558 REALTORS® • North Shore-Barrington Association of REALTORS® • Oak Park Area Association of REALTORS® • REALTOR® Association of the Fox Valley, Inc. • Three Rivers Association of
 559 REALTORS®

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
 Address: _____ v6.1
 Page 13 of 13

REQUEST FOR ACTION REPORT

File Number: **2015-0516**
Orig. Department: **Development Services Department**
File Name: **Townhomes at Colette Highlands - Planned Unit Development**

BACKGROUND:

QUICKFACTS

Project

Townhomes at Colette Highlands - 2015-0516

Petitioner

John Schiess, Architect
Park Station Boulevard Condominium LLC

Purpose

The purpose of this petition is to construct and maintain a 60 unit townhome development on the remaining 3.6 acres of the former Colette Highlands Condominiums property (northwest corner of Park Station Boulevard and Somer Glen Lane).

Requested Actions: Site Plan, Special Use Permit with modifications, Subdivision, Landscape Plan, Appearance Review

Project Attributes

Address: 15608 - 15624 Park Station Boulevard

P.I.N.(s): 27-17-404-037; -038; and -039

Size: 3.6 acres

Comprehensive Plan Planning District: Centennial Planning District

Comprehensive Land Designation: Mixed Residential

Existing Zoning: R-4 Residential District

Proposed Zoning: N/A

Existing Land Use: Multi-Family Residential/ Vacant

Proposed Land Use: Multi-Family Residential

OVERVIEW AND BACKGROUND

The subdivision of Colette Highlands was planned and approved by the Village Board in 2003. The original master plan of the subdivision included three parts: the single family detached residential, the single family attached residential (the existing townhomes) and the multi-family condominiums. Since 2003, the single family attached and detached residential have largely

been constructed and completed.

In 2005, ZAUSA Homes took over the condominium part of the project from the original developer of Colette Highlands (Huguelet) but proposed the same site plan and product as the original Colette Highlands master plan first indicated.

Following the successful completion of the first condominium building at the northwest corner of Somer Glen Lane and Park Station Boulevard, the economic downturn of 2007/ 2008 prevented the completion of the project. A second condominium building broke ground shortly before the economic collapse in the housing market but the building was never finished and the project went dormant incomplete.

For the majority of the next eight (8) years, the Colette Highlands Condominium property has remained incomplete. In the last year, two other proposals for single family attached housing failed to meet the Village's standards and were either voted down or never got out of preliminary review.

Since June 2015, the current petitioner proposes townhomes once more for the remaining 3.6 acres but with less density than previously proposed. The changes in density and layout significantly influence lot coverage for, and building massing on, the subject site.

The petitioner maintains that the design of this current proposal responds to neighboring property owners' concerns and to the public comments collected at the November 2014 public hearing for the last project. The project architect has on numerous occasions met with neighboring property owners and HOA presidents to collect feedback and share information about the project in order to obtain neighborhood support.

PROJECT DESCRIPTION & CONTEXT

The proposed townhome development will utilize the remainder of the former condo property in its entirety. The petition for the planned unit development (PUD) proposes to construct and maintain 60 townhome units, which is less than the number of dwelling units previously proposed by either the 2005 condo project (72) or the 2014 townhouse project (72) for the remainder of the site. The proposed PUD develops new interior open spaces, preserves view corridors, accommodates guest parking onsite, continues limited site connectivity to the surrounding area and turns townhome buildings to face away from the single family detached houses to the west.

This petitioner requests the following modifications:

1. Reduce the front setback from 20 feet to 18 feet;
2. Increase the building height from 30 feet to 41 feet;
3. Reduce the south bufferyard Type A from 10 feet to 4 feet; and
4. Increase the lot coverage from 45% to a maximum 70%.

The motion includes the following conditions:

1. Add a sidewalk connection leading from the walkways between Buildings F and G to the northeast corner of the subject site.
 2. Extend sidewalk connections east to Centennial Park West across Park Station Boulevard where the raised median is opened to provide full access.
 3. Make necessary site adjustments to mitigate lot coverage to accommodate necessary driveway widths.
-

-
4. Submit a final landscape plan for separate review and approval within 60 days of final engineering approval.
 5. Meet all final engineering and building code related items.
 6. Relocate sidewalk, irrigation and lighting infrastructure as well as existing trees along the south property line belonging to the Condo building to an appropriate location on the Condo property.
 7. Install a black iron ornamental metal fence along the south property line to separate the Condo property from the townhouse development.
 8. Modify all units to include decorative face brick 8 feet high on front and rear elevations.
 9. Offset face of foundations and building façades between buildings two feet.

Additional details about the project are discussed in the Plan Commission report, which is attached for reference

PLAN COMMISSION MOTION

On November 24, 2015, the Plan Commission, moved 6-0 to recommend to the Village Board to approve the Planned Unit Development for the Townhomes at Colette Highlands Project, including site plan, elevations, special use permit with modifications and subdivision.

DEVELOPMENT SERVICES AND PLANNING COMMITTEE MOTION

On December 21, 2015, the Development Services Planning and Engineering Committee moved 3-0 to recommend to the Village Board approval of the preliminary site plan titled "Townhomes at Colette Highlands Preliminary Site Plan 7a" prepared by John Conrad Schiess Architect, sheet SK1.0f, dated last revised November 20, 2015, subject to the following conditions:

1. Add a sidewalk connection leading from the walkways between Buildings F and G to the northeast corner of the subject site.
2. Extend sidewalk connections east to Centennial Park West across Park Station Boulevard where the raised median is opened to provide full access.
3. Submit a final landscape plan for separate review and approval within 60 days of final engineering approval.
4. Meet all final engineering and building code related items.
5. Relocate sidewalk, irrigation and lighting infrastructure as well as existing trees along the south property line belonging to the Condo building to an appropriate location on the Condo property.
6. Install a black iron ornamental metal fence along the south property line to separate the Condo property from the townhouse development.

And

Moved 3-0 to recommend to the Village Board approval of the Elevations titled "Townhomes at Colette Highlands" prepared by John Conrad Schiess Architect, dated November 20, 2015, sheet number SK2.1f revised as concept for the other buildings subject to the same conditions outlined in the Preliminary Site Plan motion and the following conditions:

1. Screen all mechanical equipment either at grade level with landscaping or hidden behind the roofline.
 2. Submit elevation drawings for the other facades of the buildings prior to attending Committee. These should be reflective of the design patterns shown on the sample elevation plans at the November 24, 2015 Plan Commission meeting.
-

-
3. Modify all units to include decorative face brick 8 feet high on front and rear elevations.
 4. Offset face of foundations and building façades between buildings two feet.

And

Moved 3-0 to recommend to the Village Board to approve the nine (9) lot subdivision for Townhomes at Colette Highlands subject to the following condition:

1. Submit a separate Record Plat of Subdivision to the Village for review, approval and recording.

And

Moved 3-0 to recommend to the Village Board approval of a Special Use Permit for the Townhomes at Colette Highlands, a 60 unit single family attached development, subject to the same conditions as outlined in the Preliminary Site Plan motion. Modifications to the Special Use permit include:

1. Reduce the front setback from 20 feet to 18 feet;
2. Increase the building height from 30 feet to 41 feet;
4. Reduce the south bufferyard Type A from 10 feet to 4 feet; and
5. Increase the lot coverage from 45% to a maximum 70%.

All changes must be made prior to the Board meeting.

DISCUSSION

At the December 21, 2015 Committee meeting, the architect and developer representative, John Schiess, presented a visual overview of the evolution of the project. The presentation highlighted, among other things, the many touchpoints with neighboring residents, adjoining homeowners' associations, the Plan Commission, and Village Staff, and showcased how these conversations incrementally shaped the development into its current state. Patrick McLaughlin, a representative from the Condo Association abutting the south edge of the project site, was the only interested party in attendance and spoke on behalf of his Association. He commended the architect and Village Staff for actively engaging all stakeholders in the process. He concluded that the plan as presented is acceptable from his perspective, and he appreciated the concessions made to maintain the living standards enjoyed by his co-residents, but added that any future plan changes that might occur should be shared with the neighborhood immediately. The Committee members thanked the development team for their efforts to work with the community to realize the current plan. Trustee Calandriello asked if the total number of units is too high for the property, and the subsequent dialogue between Mr. Schiess, Village Staff and the Committee revealed that the proposed number of units is not out of character with the context. Moreover, it was established that the type and degree of variances needed to realize the unit count were very minor, thereby confirming that the development intensity is consistent with the intent of our codes. Further discussion ensued with respect to garbage collection, snow removal, open space and parking, with each topic landing on a favorable resolution. In the end, the Committee recommended that the Village Board of Trustees accept the plan as is, with no changes.

Since the Committee meeting, the development team has not submitted an updated plat of subdivision for review and approval by the Board of Trustees. This item will have to come separately from the overall project approval at a later date. The below referenced motion is

updated and does not reflect the final approval of the subdivision at this time.

This case is now before the Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the site plan, elevations, and special use permit with modifications for a planned unit development for Townhomes at Colette Highlands at 15608-15624 Park Station Boulevard as recommended at the November 24, 2015 Plan Commission meeting and as indicated in the below fully referenced motion.

THIS SECTION FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

I move to approve of the preliminary site plan titled "Townhomes at Colette Highlands Preliminary Site Plan 7a" prepared by John Conrad Shieff Architect, sheet SK1.0f, dated last revised November 20, 2015, subject to the following conditions:

1. Add a sidewalk connection leading from the walkways between Buildings F and G to the northeast corner of the subject site.
2. Extend sidewalk connections east to Centennial Park West across Park Station Boulevard where the raised median is opened to provide full access.
3. Submit a final landscape plan for separate review and approval within 60 days of final engineering approval.
4. Meet all final engineering and building code related items.
5. Relocate sidewalk, irrigation and lighting infrastructure as well as existing trees along the south property line belonging to the Condo building to an appropriate location on the Condo property.
6. Install a black iron ornamental metal fence along the south property line to separate the Condo property from the townhouse development.
7. Submit a Record Plat of Subdivision to the Village for review, approval and recording.

And

I move to approve of the Elevations titled "Townhomes at Colette Highlands" prepared by John Conrad Schieff Architect, dated November 20, 2015, sheet number SK2.1f revised as concept for the other buildings subject to the same conditions outlined in the Preliminary Site Plan motion and the following conditions:

1. Screen all mechanical equipment either at grade level with landscaping or hidden behind the roofline.
2. Submit elevation drawings for the other facades of the buildings prior to attending Committee. These should be reflective of the design patterns shown on the sample elevation plans at the November 24, 2015 Plan Commission meeting.
3. Modify all units to include decorative face brick 8 feet high on front and rear elevations.
4. Offset face of foundations and building façades between buildings two feet.

And

I move to approve of a Special Use Permit for the Townhomes at Colette Highlands, a 60 unit single family attached development, subject to the same conditions as outlined in the Preliminary Site Plan motion. Modifications to the Special Use permit include:

1. Reduce the front setback from 20 feet to 18 feet;
2. Increase the building height from 30 feet to 41 feet;
4. Reduce the south bufferyard Type A from 10 feet to 4 feet; and
5. Increase the lot coverage from 45% to a maximum 70%.

All changes must be made prior to the Board meeting.



SINGLE FAMILY
27.6 ACRES
67 LOTS

Administrative
Revision of
the Final Plan



PLAN DATA

TOTAL AREA	+/-92.7 ACRES
EXTERIOR ROW	1.9 ACRES
COMMERCIAL	7.4 ACRES
METRA	11.5 ACRES
DETENTION	8.3 ACRES
NET AREA	63.6 ACRES
PARK	14.5 ACRES
BUILDING AREA	435,760 SF
SINGLE FAMILY (ASSUMES 60'x60' BLDG)	241,200 SF
TOWNHOMES (ASSUMES 24'x50' UNIT)	146,400 SF
CONDOMINIUMS (ASSUMES 70'x172' BLDG)	48,160 SF
LANDSCAPE AREA	1,776,916 SF
PARKING	
TOWNHOMES (ASSUMES 1/2 @ 3 BDRM. & 1/2 @ 2 BDRM.)	
REQUIRED	275 SPACES
PROVIDED	524 SPACES
(244 GARAGES, 244 DRIVEWAYS & 36 OFF-STREET)	
CONDOMINIUMS (ASSUMES 6 - 3 BDRM., 12 - 2 BDRM. & 6 - 1 BDRM. / BLDG)	
REQUIRED	204 SPACES
PROVIDED	204 SPACES
(196 REQ. & 8 HANDICAP)	
GROSS IMPERVIOUS AREA*	+/-1,120,830 SF
TOTAL UNITS	285
SINGLE FAMILY	67
TOWNHOMES	122
CONDOMINIUMS	96
AVERAGE S.F. LOT SIZE	13,144 SF
MOD. NET DENSITY	5.06 D.U./ACRE

* DOES NOT INCLUDE COMMERCIAL & METRA PARKING LOTS, ASSUMES 35% LOT COVERAGE FOR EACH S.F. LOT, INCLUDES PAVEMENT WITHIN DEDICATED ROADS AND ALLOWS AN ESTIMATED 10,360 L.F. FOR WALKS IN TOWNHOME AND CONDOMINIUM PARCELS.

- SUMMARY OF 3/20/03 CHANGES:
1. Added topography and surrounding site information
 2. Eliminated eastern most private drive curb cut from townhome parcel
 3. Illustrated proposed landscape areas.
 4. Dimensioned townhome and condominium envelopes.
 5. Illustrated the correct detention basin as proposed by Civil Engineer.
 6. Revised parking for condominiums to allow for 3 bedroom units and dimensioned parking stalls
 7. Moved lot #28 to the north to align pedestrian esmt. with sidewalk.
 8. Illustrated pedestrian connection to Metra Station.
 9. Extended the rear of lots 24 - 28 to the R.O.W. line.
 10. Expanded information on the plan data.



Prepared For:
The Hugellet Company
P.O. Box 781
Frankfort, Illinois 60423

THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE PENDING A BOUNDARY/TOPOGRAPHIC SURVEY, FINAL PLANNING, ENGINEERING & LANDSCAPE DESIGN.

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REVISIONS

1. Revised Townhome Layout	5/20/02
2. Revised Townhome Layout	9/1/02
3. Per Planning Commission Comments	3/20/03
4. Townhome Layout	2/14/03
5. Townhome Layout	2/10/03
6. Condo. Layout	1/21/03
7. Added dimensions, lot sizes & walks	12/15/02

Preliminary Plan Colette Highlands

Ives/Ryan
Group, Inc.
Land Planning
Landscape Architecture
Golf Course Architecture
1801-A North Mill Street
Naperville, IL 60563
Phone: (630) 717-0726
Fax: (630) 717-0875
E-Mail: Ivesryan@aol.com

PROJECT NO.:	59202	JOB NO.:	6596
DATE:	10/11/02	SHEET	
SCALE:	1"=100'-0"		
PLANNER:	Metz		
DRAWN BY:			
CHECKED BY:			

Standard 1

The amended Special Use will be consistent with the purposes, Goals and Objectives and Standards of the Comprehensive Plan.

Whereas the Village of Orland Park's Comprehensive Plan emphasizes the importance of spatial and perceptual qualities of the built environment and its integration with the natural environment for the enjoyment of its residents. And, whereas the Applicant has submitted the Preliminary Site Plan found on Sheet SK 1.0 dated 7.26.15 as prepared by John Conrad Schiess Architect which shows a development of fifty nine residences in seven buildings of attached single family homes (Townhomes) arranged around a private driving court and having common green space areas and pedestrian walkways throughout the proposed development which link the special elements and spaces to the surrounding neighborhood.

Now therefore, the Applicant believes, based on the evidence outlined above and evidence and testimony to follow at the assigned Public Hearings that it has successfully addressed this Standard.

Standard 2

The amended Special Use will be consistent with the community character of the immediate vicinity of the parcel for development.

Where as the Community Character of the immediate vicinity contains a mix of single family homes, attached single family homes (Townhomes) and condominium homes. And whereas the prominent elements of the existing architecture feature gabled roof lines, residentially scaled entrances and windows, overhanging private balconies along with traditionally designed facades using traditional materials such as brick masonry, wood trim and composite siding and shingled roofs. And, whereas the Applicant has submitted the Preliminary Site Plan found on Sheet SK 1.0 dated 7.26.15 and exterior elevations as shown on Sheets SK 2.1 through SK 2.6 dated 7.28.15 as prepared by John Conrad Schiess Architect which show the same architectural elements and traditional building materials found on existing buildings in the immediate vicinity.

Now therefore, the Applicant believes, based on the evidence outlined above and evidence and testimony to follow at the assigned Public Hearings that it has successfully addressed this Standard.

Standard 3

The design of the proposed use will minimize adverse affect, including visual impacts on adjacent properties.

Whereas the Applicant has submitted the Preliminary Site Plan found on Sheet SK 1.0 dated 7.26.15 and exterior elevations as shown on Sheets SK 2.1 through SK 2.6 dated 7.28.15 as prepared by John Conrad Schiess Architect which show seven buildings with a maximum roof height of 41.5 feet to the ridgeline of the highest roof. And, whereas the Applicant has submitted an existing conditions Grading Plan labeled "Existing Conditions" EX1 dated 7.28.15 as prepared by Vantage Point Engineering which demonstrate that the average grade elevation on the proposed site has a grading pattern that goes from highest to lowest moving in an easterly direction away from the existing Single Family Homes and the existing Condominium building thereby placing the proposed Townhomes at a "lower elevation" than its immediate neighbors.

Moreover, given the bulk distribution of the proposed Townhomes in comparison to three previously approved Five story Condominium Buildings, it can safely be asserted that the proposed development with it's reduced bulk and lower elevation will, given the facts as outlined above, minimize any adverse affect, including visual impact on adjacent properties.

Now therefore, the Applicant believes, based on the evidence outlined above and evidence and testimony to follow at the assigned Public Hearings that it has successfully addressed this Standard.

Standard 4

The proposed use will not have an adverse affect on the value on adjacent property.

Whereas the Applicant has submitted the Preliminary Site Plan found on Sheet SK 1.0 dated 7.26.15 and exterior elevations as shown on Sheets SK 2.1 through SK 2.6 dated 7.28.15 as prepared by John Conrad Schiess Architect which show a development of 59 Townhomes. And, whereas the Applicant will deliver testimony by a Licensed Realtor familiar with developments of this nature and scale and having familiarity with the particular and specific market conditions of the Real Estate market in Orland Park. And, whereas the Applicant believes that the expert testimony will support the Applicant's belief that the proposed use will not have an adverse affect on the value on adjacent property.

Now therefore, the Applicant believes, based on the evidence outlined above and evidence and testimony to follow at the assigned Public Hearings that it has successfully addressed this Standard.

Standard 5

The Applicant has demonstrated that public facilities and services, including but not limited to roadways, police and fire protection, hospital and medical services, drainage systems, refuse disposal, water sewers and schools will be capable of servicing the amended special use at adequate service levels.

Whereas the Applicant has submitted the Preliminary Site Plan found on Sheet SK 1.0 dated 7.26.15 and exterior elevations as shown on Sheets SK 2.1 through SK 2.6 dated 7.28.15 as prepared by John Conrad Schiess Architect which show seven buildings with a maximum roof height of 41.5 feet to the ridgeline of the highest roof. And, whereas the Applicant has submitted an existing conditions Grading Plan labeled "Existing Conditions" EX1 ; C1 and C2 dated 7.28.15 as prepared by Vantage Point Engineering which demonstrate a development with adequate roadways, water and sewer services and other public improvements that, in the architect's and the Engineer's opinion are adequate to provide the required and necessary public services at adequate service levels.

Moreover, it is the Applicant's expectation that adequate medical, police and fire protection currently exist and further believe that testimony from Police and Fire officials will be consistent with the Applicant's expectations.

Standard 6

The Applicant has made adequate legal provision to guarantee the provision and development of any open space and other improvement associated with the proposed development.

Whereas the Applicant is an Illinois Corporation with over 15 years of residential and commercial development experience in the State of Illinois and whereas the Applicant is represented by legal counsel familiar with developments of similar nature, scope and complexity to the proposed Development. And, whereas the Applicant represents that it will take the necessary steps to provide adequate legal provision to guarantee the provision and development of any open space and other improvement associated with the proposed development.

Now therefore, the Applicant believes, based on the evidence outlined above and evidence and testimony to follow at the assigned Public Hearings that it has successfully addressed this Standard.

Standard 7

The development will not adversely affect a known archeological, historical or cultural resource.

Whereas the Applicant believes that no known archeological, historical or cultural resources exist within or near the subject property. And, whereas it is the Applicant's expectations that no evidence that a known archeological, historical or cultural resources exists near the site will be presented.

Now therefore, the Applicant believes, based on the evidence outlined above and evidence and testimony to follow at the assigned Public Hearings that it has successfully addressed this Standard.

Standard 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.

Whereas the Applicant is an Illinois Corporation with over 15 years of residential and commercial development experience in the State of Illinois and has familiarity with certain Building Codes and Ordinances which have been adopted by the Village of Orland Park and now hereby certifies that it will comply with all applicable Codes and Ordinances.

Now therefore, the Applicant believes, based on the evidence outlined above and evidence and testimony to follow at the assigned Public Hearings that it has successfully addressed this Standard.

..Title/Name/Summary

Townhomes at Colette Highlands – Planned Unit Development

..History**QUICKFACTS****Project**

Townhomes at Colette Highlands – 2015-0516

Petitioner

John Schiess, Architect
Park Station Boulevard Condominium LLC

Purpose

The purpose of this petition is to construct and maintain a 60 unit townhome development on the remaining 3.6 acres of the former Colette Highlands Condominiums property (northwest corner of Park Station Boulevard and Somer Glen Lane).

Requested Actions: Site Plan, Special Use Permit with modifications, Subdivision, Landscape Plan, Appearance Review

Project Attributes

Address: 15608 – 15624 Park Station Boulevard

P.I.N.(s): 27-17-404-037; -038; and -039

Size: 3.6 acres

Comprehensive Plan Planning District: Centennial Planning District

Comprehensive Land Designation: Mixed Residential

Existing Zoning: R-4 Residential District

Proposed Zoning: N/A

Existing Land Use: Multi-Family Residential/ Vacant

Proposed Land Use: Multi-Family Residential

Surrounding Land Use:

North: OL Open Lands District – (across Park Station Boulevard) Metra Commuter Parking Lot

South: R-4 Residential District – Multi-Family Residential (Condo building)

East: OL Open Lands District – (across Park Station Boulevard) Centennial Park West/ Recreation Park

West: R-3 Residential District – Single Family Residential

Preliminary Engineering: Preliminary engineering has been granted. Please refer to the Detailed Planning Discussion section for more details.

OVERVIEW AND BACKGROUND

The subdivision of Colette Highlands was planned and approved by the Village Board in 2003. The original master plan of the subdivision included three parts: the single family detached residential, the single family attached residential (the existing townhomes) and the multi-family condominiums. Since 2003, the single family attached and detached residential have largely been constructed and completed.

In 2005, ZAUSA Homes took over the condominium part of the project from the original developer of Colette Highlands (Huguelet) but proposed the same site plan and product as the original Colette Highlands master plan first indicated. The Colette Highlands Condominiums were approved by the Village Board the same year.

Following the successful completion of the first condominium building at the northwest corner of Somer Glen Lane and Park Station Boulevard, the economic downturn of 2007/ 2008 prevented the completion of the project. A second condominium building broke ground shortly before the economic collapse in the housing market. As a result, a foundation was installed but the building was never finished and the project went dormant.

For the majority of the last eight (8) years, the Colette Highlands Condominium property has remained unfinished and unkempt. In that time, various development proposals were floated to finish the project but none ever reached the point of petition.

In November 2014, a petition for Park Boulevard Townhomes was the first proposal for this property to reach the Board of Trustees for final consideration since the economic downturn. However, the project was denied based on outstanding issues related to the site plan's density and, ultimately, lot coverage. That project came on the heels of the completion in 2013 of Colette Highlands Park (not originally contemplated as part of Colette Highlands) and the continued construction and sale of Sheffield Square's townhomes and row homes one block to the north.

Since the January 2015 denial of the Park Boulevard Townhome project, the property has had a number of site plan schemes proposed by various developers, including a project that was petitioned for twenty-four (24) single family attached luxury duplex units on the remaining acreage of the condo property to replace the townhome proposal. That project was proposed in April 2015 and did not proceed beyond the initial petition stage before it was canceled.

Since June 2015, the current petitioner proposes townhomes once more for the remaining 3.6 acres but with less density than previously proposed by the Park Boulevard Townhome development. In addition, the layout of the current proposal is different from the original Park Boulevard Townhomes project from November 2014. The changes significantly influence lot coverage for and building massing on the subject site.

The petitioner maintains that the design of this current proposal responds to neighboring property owners' concerns and to the public comments collected at the November 2014 public hearing for the last project. The project architect has on numerous occasions met with neighboring property owners and HOA presidents to collect feedback and share information about the project in order to obtain neighborhood support.

PROJECT DESCRIPTION & CONTEXT

The proposed townhome development will utilize the remainder of the former condo property in its entirety. The petition for the planned unit development (PUD) proposes to construct and maintain 60 townhome units, which is less than the number of dwelling units previously proposed by either the 2005 condo project (72) or the 2014 townhouse project (72) for the remainder of the site. The proposed PUD develops new interior open spaces, preserves view corridors, accommodates guest parking onsite, continues limited site connectivity to the surrounding area and turns townhome buildings to face away from the single family detached houses to the west.

To do this, the petitioner requests the following modifications to the Land Development Code:

- 1) Reduce the front setback from 20 feet to 18 feet;
- 2) Reduce the drive-aisle width from 20 feet to 14 feet;
- 3) Increase the building height from 30 feet to 41 feet;
- 4) Reduce the south bufferyard Type A from 10 feet to 4 feet; and
- 5) Increase the lot coverage from 45% to a maximum 70%.

In addition to the standard conditions, the recommendation motion includes the following conditions:

- 1) Add a sidewalk connection leading from the walkways between Buildings F and G to the northeast corner of the subject site.
- 2) Extend sidewalk connections east to Centennial Park West across Park Station Boulevard where the raised median is opened to provide full access.
- 3) Eliminate the twelve (12) parking spaces and the adjoining drive-aisle south of Building C at the south property line and convert to bufferyard and make necessary site adjustments to mitigate lot coverage and accommodate necessary driveway widths.

Overall, the project conforms to the Village's Comprehensive Plan, Land Development Codes and policies for this area.

SITE PLAN

The proposed site plan for 60 townhomes seeks to replace the 2005 Board approved site plan for the Colette Highlands Condos. The 2005 plan included four (4) condo buildings, one of which was built (there was a second foundation poured that remained incomplete). The proposed site plan reimagines the development around three (3) interior courtyards and along the Park Station Boulevard frontage facing Centennial Park West.

The existing condo building anchors the site at the south end, while the proposed PUD will align three buildings north-south along the Park Station Boulevard frontage facing Centennial Park West and the 153rd Street Metra Commuter Station, and will align five (5) buildings (interior to the site) east-west, parallel to the existing condo. The orientation of the five (5) interior buildings recalls the east-west orientation of the condo buildings from the 2005 approval. This orientation is practical for appropriate solar exposure and also to turn the rear facing balconies away from the backyards of the single family homes to the west.

It is important to note from a site planning standpoint the physical constraints of the subject site. The subject site is a narrow piece of land originally platted for condo

buildings. The market has not supported continued condo development at this location, requiring alternative land uses in the form of these proposed townhomes. As a result, the subject site is narrower than would be required for proper townhome development. This means a smaller area within which to site buildings and has led to modification to the Code identified above. For more on the modifications see the Detailed Planning Discussion below.

MOBILITY

The new east-west orientation of the proposed PUD's interior buildings has allowed a new circulation pattern to be introduced to the subject site to accommodate the proposed townhome development.

Currently, the subject site has a cross-access driveway along the west edge of the property that runs between Park Station Boulevard to the north and Somer Glen Lane to the south. It was originally intended to be the main access for all of the Condo units that were once proposed for this property (96 units total). Since its construction, the cross-access driveway along the west property has attracted dissatisfaction from the neighborhood's condo and single family home residents because the driveway is not a public street but is used by the public like a public street. Motorists from the neighborhood and from outside the neighborhood cut-through the area using this driveway to avoid traffic on Park Station Boulevard during events at Centennial Park West or when people are coming to or leaving from the commuter train station on a daily basis. As a result, illegal parking and cut-through movements have given rise to a number of concerns from residents regarding the driveway's purpose and effectiveness.

The new orientation for the townhome buildings means that the cross-access drive can be eliminated and replaced with an augmented landscape bufferyard, which enables two-way circulation within the development away from the rear yards of the single family homes on the west property line. Since the cross-access driveway is eliminated, no cross-access connection is proposed between the subject site and the condo building to the south.

Two ingress/egress points will provide access to the proposed PUD. The first driveway will be full access at the northwest corner of the subject site on to Park Station Boulevard. The second driveway will also be full access at the midpoint along the east property line of the subject, again on to Park Station Boulevard (Park Station Boulevard wraps around the subject site). In order for the second driveway to be full access the developer must open the raised median on Park Station Boulevard to allow traffic to make the left turns into and out from the subject site.

The internal circulation is mainly characterized by a single main two-way access driveway that connects to the two ingress/egress points running the length of the property from behind Building A all the way north to Building H. Three secondary drive-aisles provide access to the east-west oriented townhome buildings. As a result of eliminating the west cross-access driveway, the main driveway south of Building A and the three secondary drive-aisles servicing Buildings C,D,E,F and G are dead ends.

These dead ends are considered acceptable conditions because they are all private driveways and less than 200 feet long each (180 feet behind Building A and 140 feet for each secondary drive aisle). There is no maximum length for private driveways in the Land Development Code. However, as a rule of thumb and in comparison to cul-de-sac

situations for public streets, Section 6-405.A.5 of the Land Development Code prescribes a maximum 500 foot length for a cul-de-sac (a.k.a. a dead end). The portions of the proposed private driveways that form the dead ends in this PUD are less than the 500 foot maximum length for dead-end public streets.

Across the Village, townhouse developments with private driveway networks frequently dead-end within the development.

Pedestrian and Bicycle:

An extensive interior private sidewalk network is proposed to convey pedestrians toward the public sidewalk system along Park Station Boulevard, which will ultimately connect these residents to the 153rd Street Metra Commuter Station and to the Centennial Park system.

Even so, a sidewalk connection should be added leading from the walkways between Buildings F and G northeasterly toward the northeast corner of the subject site where Park Station Boulevard turns west/south.

With these changes, the proposed site plan improves overall pedestrian circulation over the 2005 condo plan. The proposed plan removes the circuitous walkways around the triangular parking lots, offering more direct routes instead. As part of the incremental improvements related to this site plan to offset some of the dead-end aspects and also the modifications proposed in this site plan, the site plan should extend sidewalk connections mid-block across Park Station Boulevard where the raised median is opened to provide full access from the east.

Public Transit and Transit Oriented Development:

The 153rd Street Metra Commuter Station is located 1,400 feet to the northeast of the subject site. Immediately across Park Station Boulevard to the north of the subject is the large commuter parking lot that services the commuter station.

The proposed townhome development is transit oriented owing to its close proximity to the commuter station. The density originally proposed in 2005 at 20.5 dwelling units per acre was justified based on the proximity to the train station. In 2011, Sheffield Square was also justified a higher density than Code approximately 8 dwelling units per acre based on its proximity to the train station.

The proposed development follows planning precedent, seeking a higher density because of its proximity to the train station. For more on density, see the Detailed Planning Discussion below.

Vehicular/Traffic:

Park Station Boulevard is a local street under Village jurisdiction. When Colette Highlands was first planned and built, Park Station Boulevard did not connect to 159th Street or to 153rd Street. There were only two ways in to and out from the subdivision and both ways led to 108th Avenue via Somer Glen Lane and Jillian Road. Today, with the development of Sheffield Square, Park Station Boulevard connects to 153rd Street to the north and it also connects to 159th Street as a right-in/right-out condition to the south, offering additional ingress and egress options to the entire area between 153rd Street, 108th Avenue, the railroad tracks and 159th Street.

Access to the subject site is provided by two ingress/egress points; one is on the east side mid-block and one at the northwest corner. As noted earlier, two-way internal circulation is provided with dead-end secondary drive-aisles.

Parking:

Parking Required - 135

Parking Provided - 255

Table 6-306(B) of the Land Development Code requires that townhomes have two (2) parking spaces per unit plus $\frac{1}{2}$ space per bedroom over two (2) bedrooms. The parking analysis above is based on a conservative estimation that 50% of the units will be two bedroom units and 50% will be three bedroom units. The market will ultimately dictate how many of each will be constructed. Nevertheless, this means a total of 135 parking spaces are required per the Land Development Code.

The proposed site plan provides 255 parking spaces, which meets the minimum Code requirement for parking and is more than double that which is required. It is important to note that guest parking opportunities are available on both Park Station Boulevard at the north end of the site and across from Park Station Boulevard in the Metra commuter lots, where parking nights and weekends is free.

It is important to note that the current proposal provides more onsite parking than the previous proposal from 2014, which was 206 spaces. All spaces in this proposal are accommodated onsite.

The proposed site plan indicates twelve (12) parking spaces at the south property line with an adjacent drive-aisle. Since the property is parked more than double what is required by Code, these twelve (12) parking spaces and the adjoining drive-aisle should be eliminated in the interest of mitigating lot coverage, potentially eliminating the modification to the south bufferyard, improving common driveway widths and improving the quality of life for residents in Building C.

BUILDING ELEVATIONS

The proposed front building elevations for the townhome buildings are mainly characterized by four levels with fenestration on each level. The first and second levels carry the most fenestration with various types of bay windows present along the midsection of the elevations. Entrances are also highlighted with covered porches. The elevations provide a variety of porch types with gabled and non-gabled roofs held up by columns. The variety represents building options from which prospective homebuyers will select, resulting in a diverse appearance for the townhome community.

The elevations also demonstrate variety in building design through alternating use of materials such as masonry and siding. Some units will be entirely brick based while others will have siding, providing distinction within the building facades. All of these options will vary on a building by building basis.

The rear elevations are mainly characterized by two-car garages over which will be private balconies and patio doors and bedroom windows on the upper levels.

The first two floors of the front rear and side elevations meet masonry requirements from the Building Code.

The side elevations indicate multiple windows across the façade with potential bay projection windows located at the second level as well.

The color scheme for these buildings is attempting to be similar to surrounding color schemes from Sheffield Square and the existing townhomes in Colette Highlands. The color scheme is related to an earth tone color palette. Like the building options, color palettes will likely be optional to prospective homebuyers resulting in color variation through the community.

LANDSCAPING/TREE MITIGATION

One major change from previous plans, both approved and denied, is the elimination of the west cross-access drive from the subject site. The elimination presents a significant consequence in that it introduces a much wider landscape bufferyard or green belt along the west edge of the property to separate the rear yards of the single family homes from the townhome project.

The newly enhanced west bufferyard always met Code minimum bufferyard requirements with the existing cross-access drive in place in all previous plans. The elimination of the west cross-access drive will therefore augment a Code compliant bufferyard, essentially bolstering the buffer between the two land uses.

As noted earlier, the twelve (12) parking spaces on the south property line with the adjoining drive-aisle should be eliminated in the interest of mitigating lot coverage (to reduce unnecessary paved surfaces), potentially eliminating a modification to the south bufferyard, improving common driveway widths and improving the quality of life for residents in Building C, which would otherwise be living in the only building in the development (and area) surrounded on three sides by parking.

If the new green belt along the west property line were to wrap around to the south edge of the property, it would remove a required modification to reduce the width of the south bufferyard because the driveway is no longer constraining that edge of the property. This would also provide some additional space to adjust spacing between buildings and increase green space throughout the interior of the site.

It is important to note that the interior drive-aisles of the development will be lined with landscape islands separating individual driveways. The landscape islands are proposed to be two (2) feet wide in between individual driveways and become wider at the ends of the buildings (varying in widths between 5 feet and 16 feet) to accommodate tree plantings within the development.

In addition to the landscape islands, three courtyards between the interior buildings (including Building C's green space) will also provide immediate front yard landscaping opportunities, while the three buildings facing Park Station Boulevard will have landscaping areas and yards facing the street.

The petitioner will submit a final landscape plan, for separate review and approval within 60 days of final engineering approval. The landscape plan should (include any requests above and beyond Code requirements).

DETAILED PLANNING DISCUSSION

Natural Features

The subject site does not currently have any natural features. The site was re-graded in 2003 when the Colette Highlands development broke ground for construction.

In terms of existing trees, parkway trees currently line up along the subject site's frontage to Park Station Boulevard. If these trees are impacted during the construction of the project, the trees will have to be mitigated according to the mitigation standards of Section 6-305.1 of the Land Development Code.

Preliminary Engineering

Preliminary engineering for this project is granted. The project site has immediate access to water, sanitary and storm sewers off Somer Glen Lane. Utilities circulate through the site within the interior drive-aisles as well as (potentially) under the green belt areas.

Detention for this site is accommodated in the existing Colette Highlands detention pond located at the south end of Centennial Park West. The development of this site was incorporated into the master or regional pond for Colette Highlands.

A traffic study was not required for this development because fewer units were proposed than was previously proposed by the Park Boulevard Townhomes project. This project is working off the findings of the Park Boulevard Townhomes traffic study. That traffic study did not anticipate any local traffic issues with the addition of 72 townhome units at that time. The Park Boulevard Townhomes traffic study considered new realities that did not exist in the original 2005 condo traffic study. These include the connection of Park Station Boulevard to both 159th Street and 153rd Street, which connects the street grid and improves circulation, and the Sheffield Square development to the north. At 59 units, the proposed townhome development falls well below the upper limits of the previous traffic studies. Those previous studies did not indicate any traffic issues related with the higher intensities.

Subdivision

The current site is subdivided into four (4) lots. These four (4) lots were originally intended to host each of the four (4) condo buildings. The proposed townhomes will require the consolidation of the three remaining vacant lots into a single common area.

A subdivision is then required to divide the subject site per townhome building (one lot per building). This will yield lots around each building that will be at or greater in area than the minimum required by the R-4 Residential District (8,500 square feet). The petitioner has not submitted a proposed plat of subdivision at this time, but will be required to submit it prior to final approval by the Village Board.

The petitioner will need to submit a Plat of Subdivision to the Village for recording.

Special Use Permit

The proposed site plan requires the status of planned unit development, which is a special use permit. The special use permit for this project will replace the original 2005 special use permit for the condo planned development. The special use permit includes the following Code modifications:

- 1) Reduce the front setback from 20 feet to 18 feet;
- 2) Reduce the drive-aisle width from 20 feet to 14 feet;
- 3) Increase the building height from 30 feet to 41 feet;
- 4) Reduce the south bufferyard Type A from 10 feet to 4 feet; and
- 5) Increase the lot coverage from 45% to a maximum 70%.

Each of these code modifications are discussed in greater detail below.

When considering an application for special use permit, the decision making body shall consider the eight special use standards listed in the Code. The petitioner has provided responses to the Special Use Standards.

Land Use/Compatibility

The proposed land use (townhomes) is compatible with the R-4 Residential District, the Comprehensive Plan's designation for this site and the surrounding area. The subject site is in close proximity to and neighbors the train station, the existing Colette Highlands Townhomes and Sheffield Square. This development may be categorized as part of the transit oriented development scheme for the area around the train station.

Lot Coverage

Maximum: 45%

Proposed: 69%

The 2005 original lot coverage for this site was planned as part of the total/master lot coverage for the Colette Highlands subdivision. Nevertheless, lot coverage for the subject site in 2005 was 54% with four (4) condo buildings. The proposed lot coverage for this site, as presented, is approximately 69%, a 14 point difference from the original lot coverage and the most intense modification for the project. There is potential that once the twelve (12) parking spaces at the south property line with the adjoining drive-aisle are eliminated that lot coverage will decrease, reducing the intensity of the lot coverage modification.

It should be noted, that the lot coverage for this development is less than 2014's Park Boulevard Townhome project (74%). The proposed site plan responds to the public comments gathered at the November 2014 public hearing for Park Boulevard Townhomes and reduces lot coverage to an acceptable level for the purpose of increasing green space.

The Colette Highlands detention pond has the capacity to accommodate this increase in lot coverage because it was built according to lot coverage estimates from 2003, which anticipated more impervious surfaces than have been constructed to date (e.g. the one acre Colette Highlands Park).

Lot Size

Minimum: 8,500 square feet

Provided: Not defined, but cannot be less than 8,500 square feet

One lot is expected around each building. The common area is expected to be its own separate lot for a total of nine (9) anticipated lots. At a minimum, the petitioner will be required to draw lot lines for the plat of subdivision to meet the 8,500 square foot threshold of the R-4 District. This may require including land typically associated with

common areas within the individual lots for the buildings (i.e. the front yard spaces, which be akin to patio areas in other developments).

Density

Maximum: 6 dwelling units per acre via planned unit development status

Proposed: 16.6 dwelling units per acre

The proposed planned unit development indicates a higher than Code prescribed density. A modification was not required for this higher density because the subject site is already approved for 20.5 dwelling units per acre (Colette Highlands Condos). The proposed density is less intense than the previously approved density for the subject site.

At 16.6 dwelling units per acre, there is more usable open/green space on the subject site with the townhomes than with the condo buildings resulting in an improved site plan arrangement.

As mentioned earlier, the proposed planned unit development is part of the transit oriented development scheme for this area. The following is a density analysis of neighboring multi-family developments that illustrates a gradient of density established within the locality:

Sheffield Square: 8 dwelling units per acre,
 (proposed) Townhomes at Colette Highlands: 16.6 dwelling units per acre
 (existing) Colette Highlands Townhomes: 9.7 dwelling units per acre
 Colette Highlands Condo: 17.1 dwelling units per acre

Moving from north to south, it is evident that the development pattern begins at a density of eight (8) dwelling units per acre north of the train station, reaches a crescendo immediately adjacent to the train station with 16-17 dwelling units per acre, and then returns back to 9.7 dwelling units per acre as one again moves away from the train station.

It is also important to note the proposed 16.6 dwelling units per acre density is similar to the existing 17.1 dwelling units per acre density already present with the Condo building. This represents a significant decrease over the approved 2005 density of 20.5 dwelling units per acre.

Setbacks

Park Station Boulevard:

Required – 20 feet

Provided – 18.5 feet

A modification is proposed to reduce the front setback along Park Station Boulevard from 20 feet to 18 feet. The modification is intended to provide space to accommodate interior lane configurations behind the buildings facing Park Station Boulevard.

Side Yard:

Required – 25 feet

Provided – 35 feet

The side setback in R-4 is measured between the sides of buildings. All side setbacks meet the minimum requirements.

Rear Yard:

Required – 30 feet

Proposed – 35 feet (from west property line)

The rear yard is measured from the west property line to the nearest building edges because the front is considered the length of Park Station Boulevard.

Building Height

Maximum – 30 feet

Proposed – 41 feet

A modification is proposed to the planned unit development to increase the height of single family attached buildings from 30 feet to 41 feet. Section 6-205.G limits single family attached and detached building heights to 30 feet. Changing interpretations of townhome developments have more recently classified them as single family attached housing products versus true multi-family buildings. Previous townhome developments were considered multi-family buildings and so did not need a modification since maximum building height in R-4 is 50 feet. While the products are similar to previously approved townhome developments around the Village, the single family attached nature has required a minor modification to adjust building height.

At the end of the day, the height of the proposed townhouse buildings is similar to the height of the existing townhouse buildings south of Somer Glen Lane. The existing Colette Highlands townhomes are approximately 35 to 42 feet tall.

Driveways and Drive-Aisles

Required – 22 foot minimum width

Proposed (main access driveway) – 22 feet

Proposed (secondary driveways) – 14 feet

A modification is proposed to reduce the drive-aisle width from 20 feet to 14 feet to accommodate the driveway width located between Buildings C and D and also Buildings E and F. A fourteen (14) foot width is a minimum width for one-way access. However, with the elimination of the west cross-access drive, one-way circulation through the site is impaired. In a fourteen (14) foot wide common driveway access to the units is still possible, however it highlights the fact that only one car can get in or out at a time.

To mitigate this, the driveway needs to be expanded and additional width picked up from the elimination of the twelve (12) parking spaces and their drive-aisle at the south property line. At least twelve (12) to sixteen (16) feet can be repurposed to widen the secondary driveways to 20 or even 22 foot wide common driveways by adding six (6) or eight (8) feet to each. This would make two-way traffic more amenable.

Landscape Bufferyards

Required North – Bufferyard C, 15 feet

Provided North – Bufferyard C, 15 feet (18 foot setback)

Required East – Bufferyard C, 15 feet

Provided East – Bufferyard C, 15 feet (19 foot setback)

Required West – Bufferyard B, 10 feet
 Provided West – Bufferyard B, 10 feet (35 foot setback)

Required South – Bufferyard A, 10 feet
 Provided South – Bufferyard A, 10 feet (25-65 foot setback)

No modifications are proposed for the bufferyards.

Accessory Structures

Accessory structures are not proposed on the site plan. Garbage is contained internal to the units of the development until garbage day. Enclosures are not proposed for the subject site.

The petitioner has indicated that a solid 100% opaque six (6) foot tall fence will be installed along the west property line to improve screening for the single family home rear yards that abut the subject site. The fence will run from the south property line north to Park Station Boulevard, leaving an opening to accommodate the existing sidewalk link between Park Station Boulevard and Julies Way further west.

Exactions and/or Incentives

All exaction fees, including but not limited to transportation, parks and schools, are to be paid to the Village per Code requirements. The project may participate in the Build Orland program, the benefits of which are pending Board approvals for the following fiscal year.

Mechanicals/Utility Conduits

All mechanical equipment must be screened, either at grade level with landscaping or hidden behind the roofline.

Signage

Signage is not part of this petition and should be submitted for separate review to the Building Division.

This is now before Plan Commission for consideration.

..Recommended Action/Motion

I move to accept as findings of fact of this Plan Commission the findings of fact set forth in this staff report, dated November 10, 2015,

And

I move to recommend to the Village Board approval of the preliminary site plan titled "Townhomes at Colette Highlands" prepared by John Conrad Shies Architect, sheet SK1.0c, dated November 6, 2015, subject to the following conditions:

1. Add a sidewalk connection leading from the walkways between Buildings F and G to the northeast corner of the subject site.
2. Extend sidewalk connections east to Centennial Park West across Park Station Boulevard where the raised median is opened to provide full access.

3. Eliminate the twelve (12) parking spaces and the adjoining drive-aisle south of Building C at the south property line and convert to bufferyard and make necessary site adjustments to mitigate lot coverage and accommodate necessary driveway widths.
4. Submit a final landscape plan for separate review and approval within 60 days of final engineering approval.
5. Meet all final engineering and building code related items.

And

I move to recommend to the Village Board approval of the Elevations titled "Townhomes at Colette Highlands" prepared by John Conrad Schiess Architect, dated November 6, 2015, sheet number SK2.1, SK2.2, SK2.3, SK2.4 and SK2.5, subject to the same conditions outlined in the Preliminary Site Plan motion and the following conditions:

1. Screen all mechanical equipment either at grade level with landscaping or hidden behind the roofline.

And

I move to recommend to the Village Board to approve the nine (9) lot subdivision for Townhomes at Colette Highlands subject to the following condition:

1. Submit a Record Plat of Subdivision to the Village for review, approval and recording prior to the Board of Trustees meeting.

And

I move to recommend to the Village Board approval of a Special Use Permit for the Townhomes at Colette Highlands, a 59 unit single family attached development, subject to the same conditions as outlined in the Preliminary Site Plan motion. Modifications to the Special Use permit include:

1. Reduce the front setback from 20 feet to 18 feet;
2. Reduce the drive-aisle width from 20 feet to 14 feet;
3. Increase the building height from 30 feet to 41 feet;
4. Reduce the south bufferyard Type A from 10 feet to 4 feet; and
5. Increase the lot coverage from 45% to a maximum 70%.

All changes must be made prior to the Board meeting.



TOP OF ROOF:
elev: 41'-6"

3RD FLR:
elev: 21'-11 1/2"

2ND FLR:
elev: 10'-8 3/4"

1ST FLR:
elev: 1'-6"

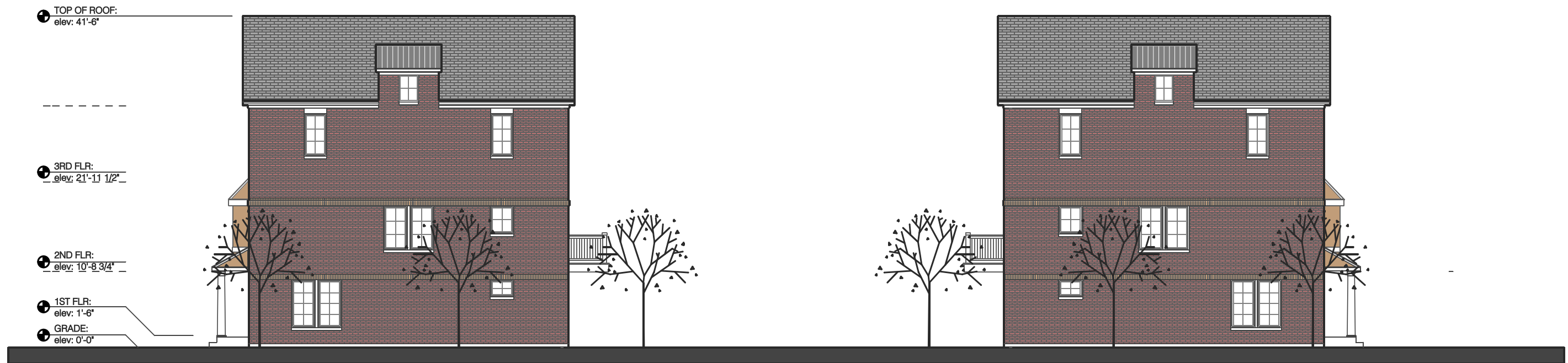
GRADE:
elev: 0'-0"



○ FRONT ELEVATION - BUILDING A (similar for all other front units on buildings B,C,D,E,F,G,H)
SCALE: 1/16" = 1'-0"



REAR ELEVATION - BUILDING A (similar for all other rear units on buildings B,C,D,E,F,G,H)
SCALE: 1/16" = 1'-0"



● TOP OF ROOF:
elev: 41'-6"

● 3RD FLR:
elev: 21'-11 1/2"

● 2ND FLR:
elev: 10'-8 3/4"

● 1ST FLR:
elev: 1'-6"

● GRADE:
elev: 0'-0"

○ SIDE ELEVATION - BUILDING C+D (similar for all other end units on buildings A,B,E,F,G,H)
SCALE: 1/16" = 1'-0"

REQUEST FOR ACTION REPORT

File Number:	2015-0815
Orig. Department:	Development Services Department
File Name:	143rd Street and John Humphrey Drive Phase I Engineering Design Services

BACKGROUND:

As part of the FY 2015 Budget, the Village Board approved the preliminary engineering of the intersection improvements at 143rd Street and John Humphrey Drive. With future development eminent in the area and traffic volumes increasing, it is important to analyze critical intersections throughout the Village. 143rd Street and John Humphrey Drive serves as a major entrance to the Orland Square Mall as well as other commercial businesses along the corridor. The Phase I engineering study will analyze the current level of service and forecast future levels. It will provide the information necessary to expand the intersection in anticipation of the growing traffic volumes.

During the Phase I process recommendations for future studies and improvements to John Humphrey Drive will be made for the Village Board to consider and approve funding. With both 143rd Street and John Humphrey Drive being Federal Aid Routes, improvements to these routes are eligible for Federal STP money and authorized by the Southwest Conference of Mayors (SCM).

On June 19, 2015, the Village issued a Request for Qualifications (RFQ). Sixteen submittals were received on July 9, 2015. Based on the criteria in the RFQ, the submittals were evaluated, rated and five firms were selected for an interview - Strand Associates, V3 Companies, Patrick Engineering, Bowman Consulting and Knight Engineering. Upon completion of the interviews, Patrick Engineering of Lisle, Illinois has been deemed as the best qualified engineering firm for the scope of services requested.

Patrick Engineering has provided these types of services throughout the Chicagoland area utilizing local and federal funds. They have a good working relationship with the Illinois Department of Transportation through the engineering process.

After finalizing the scope and negotiating a fee with Patrick Engineering, staff recommends bringing forward the Phase I engineering scope and fee for approval. The fee for these services is \$314,704.53 of which the SCM has approved 80% to be reimbursed (\$251,763.62). Additional scope and fee for Phase II engineering and additional Phase I engineering along the John Humphrey Drive corridor will be presented in 2016 as part of the FY17 capital budget process.

The project will be invoiced monthly for the hours worked at the hourly rates provided.

On December 21, 2015, this item was reviewed by the Development Services Planning and Engineering Committee, recommended for approval and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

The Fiscal Year 2015 Board approved Capital Improvement Program Budget has funds available for this project. \$20,000 in account 031-6007-470500, \$35,000 in account 054-0000-432500 and \$250,000 in account 054-0000-471250.

REQUESTED ACTION:

I move to approve entering into a contract with Patrick Engineering of Lisle, Illinois in the amount not to exceed \$314,704.53 for the 143rd Street and John Humphrey Drive Phase I Engineering Design Services.

VILLAGE OF ORLAND PARK

Phase I Services for

**John Humphrey Drive
At 143rd Street**

**Proposal by:
Patrick Engineering Inc.**

October 26, 2015



Phase I Engineering and Environmental Study

This document describes the anticipated scope of work associated with Phase I Engineering and Environmental Studies for John Humphrey Drive (JHD) at 143rd Street in the Village of Orland Park.

The Village of Orland Park (VOP) is the lead agency for this project. It is anticipated that this project will utilize federal funding and, as such, coordination will be required with the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA). It is anticipated that this Phase I study will follow Federal guidelines and will be documented via a Categorical Exclusion Group II Project Development Report (PDR) following IDOT's BLRS 22210 format and a Drainage Technical Memorandum. Property owner coordination and agency meetings are also included.

The goal of the proposed improvement is to provide a cost effective highway facility with sufficient capacity to satisfy the design year traffic demands while improving safety. It is anticipated that the scope of work will include the reconstruction of the John Humphrey Drive at 143rd Street intersection and portions of 143rd Street to the east. The design of the project will follow the guidelines set forth in IDOT's *Bureau of Local Roads & Streets (BLRS) Manual*, the American Association of State Highway and Transportation Officials' (AASHTO's) *A Policy on Geometric Design of Highway and Streets, 6th edition, 2011 (Green Book)*, and the *Manual on Uniform Traffic Control Devices (MUTCD)*. The McTrans Highway Capacity Software, Version 6.60 will be used for the final Intersection Design Study.

The following is a narrative description of the scope of work anticipated to be required for this project.

Work Task 1 - Data Collection

The Patrick Team will obtain historical project information from VOP concerning any previous studies, files, and/or correspondence regarding this intersection. Patrick will coordinate with VOP, IDOT, the County and Township, and all other agencies necessary to obtain base data for the project area, including but not necessarily limited to the following information:

Available traffic data; available crash data; available survey data and control data for area roadways; pertinent local studies and agreements; stormwater drainage/detention reports for adjacent site developments that drain to JHD; available local aerial photography; existing roadway composition and condition data; as-built plans; land use maps; zoning maps; school district maps; park district maps; fire district maps; sanitary and/or drainage district maps; soils and geological information; existing right-of-way data; USGS maps; flood insurance maps; local and regional land use and transportation planning studies; Sidwell maps; municipal boundaries; bus routes; mail routes; emergency routes; etc.

The Patrick Team will obtain available VOP and Cook County GIS data for the identified study area, including aerial photography, one-foot contours (as available from Cook County), environmental resources, property lines, roadway names, etc. Patrick will coordinate with the VOP to receive any utility contacts and other available utility information (i.e. permits) and will coordinate with all utility owners who have facilities within the study limits and obtain their atlas maps and/or related utility drawings and the information will be incorporated into the project base file.

Traffic data will be collected for the study area. 12 hour traffic counts will be performed at five intersections along JHD. The traffic data will be collected for weekday and weekend periods and will be collected one time. Based on the traffic data obtained, Patrick will coordinate with the Chicago Metropolitan Agency for Planning (CMAP) to develop 2040 traffic projections for this study.

The Patrick Team will prepare maps and charts of data collected and analyze the data, including identification of design criteria and completion of the IDOT BLRS Design Criteria Checklist. It is anticipated that this task will include field review of the project area and meetings to facilitate data collection efforts. An initial field review of the project area is anticipated as part of this task during which photographs of all prominent features will be taken and a photo log compiled for later use during project development. Additional project field reviews are anticipated to verify data collected and identify any needed supplemental data.

Specific work tasks will include:

- Initial joint project field review
- Coordination to obtain base project data and GIS data
- Initial utility coordination
- Conduct traffic counts
- Develop 2040 traffic projections for the JHD/143rd intersection, based on coordination with CMAP
- Review, analyze and catalog project data
- Prepare photo log of project area
- Supplemental field reviews to verify base project data

Work Task 2 – Aerial Mosaics

The Patrick Team will compile all data collected in Task 1 into the project database for use in developing aerial mosaics of the project area for use in project development and exhibit preparation.

Specific work tasks will include:

- Obtain current high quality aerial photography for the study area as necessary
- Develop initial base project mosaics at 1"=50' scale and add information including street names, ROW information, and other prominent features
- Add supplemental data to the aerial exhibits as it is received

Work Task 3 - Survey

A complete topographic survey will be completed for the study corridor including 25 feet beyond the existing right-of-way line. The survey will be prepared to be used for both Phase I and Phase II Engineering Services. The northern limit of the survey will be at the 90° bend in JHD just north of 142nd Street and the southern limit will be just south of 94th Avenue. The survey will extend 1,000' east and west along 143rd Street. 94th Avenue will be surveyed from JHD for 500 feet. The survey will also include 100 feet along any other minor side roads or major driveways within the project limits.

The survey will include the following tasks:

Horizontal Control: Utilizing state plane coordinates, we will set recoverable primary control utilizing GPS equipment.

Vertical Control: We will perform a level circuit within the above identified survey limits establishing benchmarks and assigning elevations to the horizontal control points. The elevations will be based on NAVD88.

Existing Right-of-Way: We will establish the existing right-of-way along the corridor within the identified survey limits, based on monumentation found in the field, and based on available plats of highways, subdivision plats, and any other available information.

Existing Horizontal Alignment and Stationing: We will determine the existing horizontal alignment and stationing after reviewing the existing right-of-way.

Topographic Survey: We will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures (including storm sewer pipe sizes, materials, and inverts), driveway culverts, cross road culverts, etc., within the above noted survey limits. Stationing will be derived from existing conditions as described above.

Cross Sections: We will survey cross sections at 50' intervals within the survey limits, at driveways, entrances, cross road culverts, and at all other grade controlling features. The cross sections will extend 25' beyond the existing right-of-way line along the corridor.

Utility Survey: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations, and pipe sizes. Above ground facilities of any additional utilities including water main, gas, electric, telephone, cable, etc. will also be located. Where obtainable (accessible valve vaults), top of water main elevations (measure-downs) will be determined.

Tree Survey: We will complete a type, size and location survey for all trees over 6 inches in diameter breast height (dbh) within the above noted survey limits. This information will be used to quantify tree impacts. The located trees will be identified by species and condition by others.

Base Mapping: We will compile all of the above information into one base map at 1"=50' scale that is representative of existing conditions for use in all Phase I and Phase II engineering work in developing the detailed plan, profile and cross sections for the Preferred Alternative.

Geotechnical Borings: We will survey the locations and elevations of all geotechnical borings taken for the study.

The survey will be completed at 1" = 50' scale. A separate supplemental pick-up survey budget will also be included to allow for collection of additional data if needed during the course of the Phase I Study.

Work Task 4 - Crash Analysis

This task includes obtaining the last five (5) years of crash data (2011-2015) from the VOP and/or other sources as necessary for JHD and 143rd Street within the study limits, including segment and intersection crash data, in order to prepare a Crash Analysis Report for the study area. It is assumed that one additional year of crash data will become available over the course of project development.

The Patrick Team will add this data and update the Crash Report based on one annual update assumed. We will prepare crash data tables, intersection collision diagrams, a plot of all the crashes occurring within the study area, and other exhibits as necessary to summarize the crash data.

Specific work tasks will include:

- Obtain crash data
- Coordination with VOP and other sources
- Analyze crash data and prepare tables, charts, and exhibits
- Prepare Crash Report for review and use in identifying corridor deficiencies
- Update Crash Report based on additional years of data
- Prepare final Crash Report for inclusion in the PDR

Work Task 5 - Alternative Geometric Studies

The Alternative Geometric Studies work task includes all work required to develop preliminary geometric alternatives for the project improvement.

Preliminary Alternatives

Based on the topographic survey and identified corridor deficiencies, preliminary geometric alternatives will be developed and evaluated for stakeholder coordination. Proposed typical cross-sections will also be developed at this stage. The evaluation of alternative intersection configurations will include improvement of the existing intersection configuration.

It is anticipated that the alternatives will be developed concurrently for comparison purposes with each alternative being developed based on optimum geometrics and minimizing impacts to adjacent properties, considering input and comments received from the VOP. For each preliminary alternative, plan, profile and critical cross-sections will be developed to determine preliminary right-of-way needs for assessment of environmental and adjacent property impacts and cost estimates. In addition, the following factors will also be considered:

- Adherence to Design Standards
- Pedestrian/Bikepath Accommodation Requirements
- Environmental Impacts
- Drainage Impacts

It is anticipated that several meetings will be required with VOP, IDOT, and the FHWA to discuss development of the preliminary alternatives. After these meetings, it is anticipated that some refinements to the preferred alternative may be required based on this input.

Preferred Alternative

Upon selection of a Preferred Alternative based on coordination with VOP, Patrick will complete detailed plan, profile and cross-section studies as required to complete Phase I engineering. This includes horizontal and vertical geometry, templated existing/proposed cross-sections, and right-of-way/easement determination for the project.

The Patrick Team will prepare preliminary plan and profile sheets showing existing and proposed horizontal and vertical geometry at a scale of 1"=50'. The proposed geometry will be set to meet all applicable State and VOP design criteria and to minimize right-of-way and impacts to adjacent properties to the extent possible, but also considering drainage and environmental mitigation needs,

refined pedestrian and bicycle accommodation needs and construction staging needs. Typical sections for the proposed improvement will be finalized at this stage.

Existing and proposed cross-sections will be templated at 100' intervals and at all side streets, driveways and other grade controlling features to determine right-of-way and easement requirements, wetland impacts (if/where present), ditch locations and drainage patterns, and to fine-tune the proposed vertical geometry. Existing conditions cross-sections will be developed utilizing the topographic survey. These cross-sections will show existing right-of-way, existing grade/ground elevation, proposed grade (top surface only), and proposed right-of-way and easements where necessary. Potential utility conflicts and relocation needs will be identified and discussed in the Project Development Report as well as being illustrated on the plan and profile drawings. Any design variances required for the proposed improvement will be identified and documented via BLR Form 22120 "Approval of Design Variance."

During this task, it is expected that additional coordination/review will occur with VOP, IDOT, and the FHWA for review and/or comment/concurrence. At the end of this task, the project team will have completed preliminary geometry and identified the proposed project limits including the proposed right-of-way acquisitions and easements for inclusion with the certified letters to affected property owners.

Intersection Lighting

The limited existing roadway lighting (near 143rd Street intersection) will be evaluated to determine whether it is compliant with current IDOT standards, and to determine the extent of lighting improvements required and the cost thereof.

Two roadway lighting scenarios will be evaluated to be included with the overall intersection reconstruction project as follows:

- 1) Using standard roadway type lighting with cobra-head type LED luminaires. Re-use of the existing 40ft aluminum poles from LaGrange Road (or similar) will be used in this scenario.
- 2) Using decorative lighting comprised of ornamental light poles and LED luminaires. This scenario will include using only taller type (30ft and above) light poles.

Photometric calculations will be performed for the two above scenarios, each using three independent luminaire manufacturers. Photometric calculations to be performed are as follows:

- 1) Intersection calculations for JHD and 143rd St.

A preliminary cost estimate will be determined for both scenarios based on the number of poles required as determined from the photometric results. For each scenario, the cost will include incorporating a holiday circuit with the proposed roadway lighting system.

The existing roadway lighting will be reviewed to assess if the existing lighting meets federal standards, and if it is found that it does not, then a cost to upgrade will be prepared. At an option to the Village, electrical engineering services are also included to provide photometric calculations and a standard IDOT Municipal Lighting layout in accordance with IDOT Standards. The scope also includes an alternate design including photometric calculations for Decorative Ornamental Lighting if desired by the VOP. The Decorative Lighting Alternate includes time for the engineer to select up to three fixtures and poles for the review and approval by the owner; followed by the sequent photometric calculations and layout. Additionally, a cost estimate for both options will be provided.

This task also includes development of the construction cost estimate for the Preferred Alternative. Effort is also included for the review of development plans as they are received during the course of the Phase I Study.

Specific work tasks will include:

- Develop preliminary alternatives
- Preliminary alternatives analysis
- Coordination with VOP, IDOT, FHWA
- Develop detailed geometry for the Preferred Alternative
- Prepare proposed templated cross-sections at 50' intervals and critical locations
- Determine right-of-way/easement requirements based on geometry, drainage, environmental, and ped/bike considerations
- Identify utility conflicts
- Roadway lighting evaluation (existing conditions, and proposed design alternatives)
- Process any design variances
- Prepare construction cost estimate for the Preferred Alternative

Work Task 6 – Roadway Drainage

The following Drainage Reports will be prepared as separate documents and will be referenced in the PDR:

- Existing and proposed drainage plans (EDP and PDP)
- Humphrey Drive Wetlands and cross culvert analysis
- Drainage Technical Memorandum

This Roadway Drainage task includes development of an Existing Drainage Plan (EDP), a Proposed Drainage Plan (PDP), and a Drainage Technical Memorandum. Hydrologic and hydraulic analysis will be completed for two minor roadway crossings. Coordination will occur with the VOP regarding existing drainage patterns and concerns and potential stormwater detention and water quality needs and locations. There is no FEMA regulatory floodplain or floodway within the project limits; therefore, no compensatory storage for floodway fill or IDNR-OWR permits will be required.

Existing Drainage Plan

Development of the EDP includes an evaluation of existing drainage conditions through a review of record development plans, roadway plans, maps, reports and field reconnaissance trips. Required items from the Data Collection task include pertinent as-built plans, USGS maps, soils maps, topographic maps, existing site stormwater studies and reports, and other pertinent data. Off-site and on-site drainage areas and existing drainage systems will be delineated on the base project mapping. Specific work tasks associated with development of the EDP include the following:

- Identify the tributary drainage areas
- Identify the existing drainage systems and patterns
- Identify existing drainage outfalls
- Evaluate outfall sensitivity and suitability for continued use
- Prepare the EDP

The Patrick Team will coordinate with VOP to identify sensitive drainage areas and outlets, including evaluation of roadway flooding records and complaints, and determine adequacy of existing drainage structures to remain as part of the proposed improvement.

Proposed Drainage Plan

Development of the Proposed Drainage Plan (PDP) includes an evaluation of proposed drainage conditions for the identified Preferred Alternative as discussed in the Alternate Geometric Studies task. Specific work tasks associated with development of the PDP includes the following:

- Delineate off-site and on-site drainage areas and perform hydrologic and hydraulic analyses for the proposed conveyance systems. Develop the off-site and on-site drainage concept plans.
- Evaluate the needs for additional rights-of-way and drainage easements for drainage purposes.
- Prepare preliminary stormwater detention analysis and design as required. Underground detention in oversized storm sewer pipes is anticipated to be the most practical alternative to offset any (if any) increased impervious area.
- Evaluate alternatives for volume control and water quality Best Management Practices as required.
- Perform the Water Quality analysis and evaluate the use of Water Quality BMP's at drainage outfalls.
- Prepare a Proposed Drainage Plan to fully describe the proposed drainage concept and reflect drainage calculations for drainage system size, type, and location.
- BFE determination will be prepared for the watershed contributing to the Humphrey Drive Wetlands located at the southeast corner of 143rd Street and JHD. The existing condition analysis will be used to verify pavement freeboard and to provide the baseline model for future enhancements.

Drainage Technical Memorandum

- Prepare a Drainage Technical Memorandum summarizing the proposed drainage system design. This Memorandum will be prepared in IDOT LDTM format with supporting documentation.

Meetings: In addition to coordination meetings as part of the EDP and PDP development as noted above.

Work Task 7 - Traffic Maintenance Analysis

The Patrick Team will prepare a Traffic Maintenance Analysis (TMA) for construction of the Preferred Alternative. This will include a determination of the method for construction staging and traffic maintenance, including an evaluation of the need for temporary pavement and/or marked detours, which will include coordination with VOP. The need for temporary construction easements will be evaluated for inclusion on the proposed plan and cross-sections. This task will be summarized in a TMA report for this project that is anticipated to be included in the PDR as an appendix.

Specific work tasks will include:

- Determine stage construction methodology
- Determine traffic maintenance requirements including detours

- Determine temporary construction easement needs
- Prepare report exhibits
- Prepare preliminary TMA report for review by VOP
- Prepare Final TMA report with disposition of comments
- Coordination meetings

Work Task 8 - Intersection Design Study

An Intersection Design Study (IDS) will be prepared for the preferred alternative per IDOT requirements. For the purposes of the initial project scope, it is assumed that an IDS and associated capacity analysis using Highway Capacity Software (HCS – per IDOT requirements) will be required for the following intersections:

1. 143rd Street

Specific work tasks will include:

- Prepare capacity analysis using HCS
- Prepare traffic signal warrant analyses
- Prepare Preliminary IDS sheets for VOP review
- Prepare Final IDS sheets with disposition of comments

Work Task 9 - Environmental Analyses

It is anticipated that this project will qualify as a Categorical Exclusion Group II (CE II), and thus a separate environmental document will not be required. The Patrick Team will perform initial environmental field reconnaissance work and submit an Environmental Survey Request (ESR) form to IDOT for processing. The consultant will prepare a photo log of any potential historic structures along the corridor for submittal with the ESR. The consultant will perform additional reconnaissance and surveys to support the ESR submittal and expedite the overall resource identification process.

The Special Waste Preliminary Environmental Site Assessment (PESA) will be prepared.

Wetland delineations will be performed. The limits of the wetlands will be flagged and located in GPS. The Patrick Team will coordinate directly with the USACE for determination of jurisdiction, which determines the mitigation requirements for any (if any) wetlands impacts.

Trees will be located by station-offset and size as part of the project survey for the corridor and evaluated with respect to impact, species and health under this task. Contingent upon the extent of tree impacts associated with the Preferred Alternative, a Northern Long-Eared Bat habitat assessment will be completed as required by IDOT (new requirement).

A traffic noise analysis is not anticipated to be required based on the spot intersection improvement scope of work. In addition, based on current IDOT guidelines and the combined ADT for approach roadway legs, it is assumed that a COSIM Pre-Screen analysis will not be required.

Wetland Impact Evaluation (WIE) forms will be completed for the Preferred Alternative. This includes preparing the WIE forms, associated exhibits, and identifying mitigation/avoidance options for impacted wetlands. For purposes of this proposal, it is assumed there will be two WIE forms prepared for this project.

At this time, a Section 4(f) Evaluation and a Section 106 Evaluation/Statement of Effect are not anticipated to be required for this project.

Work Task 10 – Project Development Report

This work task includes development of a Preliminary/Draft Project Development Report (PDR - Pre-Public Hearing) and a Final PDR (Post-Public Hearing) with all associated work tasks as follows:

Preliminary PDR

The Patrick Team will utilize BLRS Form 22110 and complete a draft PDR for VOP and IDOT review prior to the Public Hearing. The PDR will include the following sections:

1. Location and Existing Conditions
2. Proposed Improvement
3. Crash Analysis
4. Right-of-Way
5. Prime Farmland
6. Floodplain Encroachment
7. Phase I & II NPDES Storm Water Permit Requirements
8. “404” Permit
9. Special Waste
10. Environmental Survey
11. Section 4(f) Lands
12. Air Quality
13. Noise
14. Maintenance of Traffic
15. Public Involvement
16. Coordination: LA-IDOT-FHWA
17. Other Coordination
18. Summary of Commitments

Specific work tasks include:

- Write text for the Preliminary PDR
- Compile Maps, Charts, Graphs and Exhibits for the Preliminary PDR
- Prepare complete Preliminary PDR and submit to VOP and IDOT for review prior to the Public Hearing
- Revise and resubmit Preliminary PDR based on review comments received
- Coordination/Review Meetings

Final PDR

The Patrick Team will address any comments received from VOP and IDOT, write the Conclusion section, and revise the preliminary PDR and submit to IDOT for Phase I Design Approval.

Specific work tasks will include:

- Revise text for the PDR based on public input and comments received
- Revise Maps, Charts, Graphs and Exhibits for the PDR based on comments received
- Prepare Conclusion section of the PDR
- Prepare Final PDR and submit to IDOT for review for Phase I Design Approval

- Revise and resubmit Final PDR with disposition of comments, based on IDOT review
- Coordination/Review Meetings

Work Task 11 - Stakeholder Involvement

Certified letters with exhibits will be sent to those property owners affected by ROW acquisition based on the proposed improvement.

Work Task 12 - Geotechnical Investigation

The Phase I Project will include a preliminary geotechnical investigation for the project. The preliminary investigation will include a limited number of soil borings, limited laboratory testing, and evaluation to provide general recommendations for the early stages of the project design. The results of the preliminary investigation will be used to develop a more deliberate and refined supplemental investigation at a later date. The supplemental investigation will include additional soil borings, laboratory testing, and evaluations for incorporation in the project design. Preparation of final geotechnical evaluations and recommendations is not included in this preliminary scope of work and budget but will be part of the supplemental investigation.

The first step of the preliminary geotechnical investigation will be to collect and review all available geotechnical information and analyses performed for design of the lightweight fill and land bridge under 143rd Street. The scope of the proposed preliminary geotechnical investigation will be based in part on this review and consideration of the proposed improvements to John Humphrey Drive and the intersection at 143rd Street.

Preliminary geotechnical field exploration activities will be conducted along both sides of 143rd Street to account for the proposed widening. Geotechnical engineering analysis will be performed according to IDOT-approved methods as outlined in the Geotechnical Design Manual, to support design and construction of new pavement, including widening of 143rd Street where the current road is supported on lightweight fill and the landbridge.

Initial field exploration activities will include drilling approximately 11 soil borings that will be located to provide subsurface information for the proposed roadway improvements. Boring depths will vary from 10 feet to 30 feet deep. The deeper borings will be drilled near the wetlands and the shallower borings will be drilled in areas where better soil conditions are expected.

Borings will be drilled and sampled to the specified depths below the existing ground surface. Boring access is likely limited by right-of-way and both below grade and overhead utilities. Our drillers will attempt to locate borings as planned, in areas where traffic control and major lawn repairs will not be needed; however, traffic control may be required. Prior to performing any drilling, a meeting will be held with the VOP (as desired) to discuss the proposed drilling locations.

The geotechnical investigation is based on the following:

1. Schedule and attend joint utility meet after calling JULIE to direct network member utility companies to the meet site.
2. Drill and sample up to 11 total soil borings to a depth of 10-30 feet each for a total of up to 270 linear feet of drilling.
3. Borings will be drilled and sampled according to IDOT specifications with samples collected using a split barrel sampler advanced on 2½-foot intervals. Open boreholes will be filled with soil cuttings after obtaining the depth to groundwater measurements.

4. A field engineer will log the soil borings, classify soil samples, collect water level measurements, and perform Rimac unconfined compressive strength tests on cohesive soils in the field. As-drilled field boring locations will be recorded using a handheld GPS unit and/or measurements from Site landmarks.
5. Groundwater measurements will be recorded while drilling, immediately after drilling and, where possible, 24 hours after the completion of drilling.
6. Laboratory testing will include soil sample moisture content determinations (up to 57 tests), Atterberg limits (up to 4 tests), grain size distributions (up to 4 tests), unconfined compressive strength (up to 5 tests), unit weight (up to 4 tests), and consolidation (up to 1 tests). All testing will be performed in accordance with current ASTM methods. Not all samples will be tested.
7. Prepare a Structural Geotechnical Report (SGR) for submittal to IDOT for proposed modifications to the land bridge near the intersection of JHD and 143rd Street. This report will be based on the data collected during the preliminary investigation. Additional soil borings, laboratory testing, and analysis may be required depending on findings of the preliminary investigation in order to get approval from IDOT of the SGR. The results of the other preliminary investigation borings will be summarized in a preliminary geotechnical summary report. Both the SGR for the land bridge modifications, and the other general preliminary geotechnical report will include a description of the methods used to collect the soil samples, a description of the soil conditions encountered, and preliminary, general recommendations for construction. A meeting with the VOP will be held to discuss the contents of the report.
8. Borings can likely be drilled using truck mounted drilling equipment; however, for budgeting purposes the costs for one ATV mobilization is included. Traffic control will be provided, as necessary, using IDOT standards. Field exploration activities will be performed on weekdays between the hours of 9:00 am and 3:00 pm without restriction. Up to 4 days of lane closure with traffic control is included in the scope and fee estimate. There will be no charges for any village permits required for this work.
9. All fieldwork will be performed in a single mobilization.

Specific work tasks will include:

1. Review and evaluate data, analysis, and recommendations from previous investigations
2. Perform reconnaissance and field work necessary for the proposed preliminary geotechnical investigation
3. Prepare the Summary Report of the Preliminary Investigation and SGR for the land bridge.
4. Prepare a scope of work and fee estimate for the supplemental investigation
5. Coordination and Meetings

Work Task 13 – Structural

The Patrick Team will perform a preliminary design and cost analysis for the dry land bridge along 143rd Street just east of the JHD intersection. An inspection of the existing dry land bridge will be completed. A Bridge Condition Report (BCR) will be prepared for the existing land bridge and will include summarizing alternatives, recommendations and estimated construction costs. The Type, Size and Location (TS&L) requirement is anticipated to be met by the completion of the BCR. A Preliminary Bridge Design & Hydraulic Report (BLR 10210) will be prepared for the land bridge.

It is anticipated that there will be no retaining walls greater than 7' exposed height requiring a TS&L during Phase I.

Work Task 14 – Meetings and Coordination

This task includes meetings and coordination with agencies, property owners, and utilities. Meetings will be held with:

- VOP
- IDOT
- FHWA
- Private Property Owners
- Other Agencies (as needs arise during the course of the Phase I Study)

Coordination effort is included with:

- VOP
- Subconsultants

Work Task 15 – Plats and Legals

This task is not included in this scope of work.

Work Task 16 – Administration and QA/QC

This task includes the overall project administration tasks for the Phase I Study. Project administration includes managing the day to day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, schedule oversight to ensure project milestones are being met, and project reporting and invoicing. Progress reports will be submitted to VOP with each monthly invoice submitted. It is anticipated that a project kick-off meeting and quarterly progress meetings will be held for this study. A Microsoft Project schedule with project milestones will be prepared. An Action Items List will be maintained and Executive Briefing Papers will be prepared, as requested. This task also includes QA/QC for the project throughout the course of the Phase I Engineering Study.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Patrick Engineering
PRIME/SUPPLEMENT John Humphrey Drive

DATE 10/26/15
PTB NO. N/A

CONTRACT TERM 12 MONTHS
START DATE 1/1/2016
RAISE DATE 1/1/2017

OVERHEAD RATE 177.58%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

1/1/2016 - 1/1/2017

12
12

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM Patrick Engineering
PSB N/A
PRIME/SUPPLEMENT John Humphrey Drive

DATE 10/26/15

OVERHEAD RATE 1.7758
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Data Collection	54	1,828.35	3,246.79		676.49	246.00	5,354.96		11,352.59	3.61%
	Aerial Mosaics	24	801.52	1,423.34		296.56	22.00			2,543.43	0.81%
	Survey	397	13,589.20	24,131.69		5,028.00	1,820.00			44,568.89	14.16%
	Crash Analysis	40	1,452.33	2,579.05		537.36	69.00			4,637.74	1.47%
	Alt Geo Studies	204	7,323.21	13,004.56		2,709.59	380.00	4,901.35		28,318.70	9.00%
	Roadway Drainage	0	0.00	0.00		0.00		39,704.80		39,704.80	12.62%
	Traffic Maint Analysis	32	1,187.80	2,109.30		439.49	69.00			3,805.58	1.21%
	Int Design Studies	134	5,227.06	9,282.21		1,934.01	78.00			16,521.27	5.25%
	Environmental Analyses	0	0.00	0.00		0.00		21,308.63		21,308.63	6.77%
	Project Dev Report	150	6,011.08	10,674.47		2,224.10	493.00			19,402.64	6.17%
	Stakeholder Involvement	16	821.45	1,458.73		303.94	41.00			2,625.12	0.83%
	Geotechnical Inv	173	5,890.64	10,460.60		2,179.54	19,545.00			38,075.78	12.10%
	Structural	122	6,058.88	10,759.36		2,241.79	103.00			19,163.03	6.09%
	Meetings and Coord.	120	5,897.51	10,472.80		2,182.08	860.00	7,906.96		27,319.35	8.68%
	Plats and Legals	0	0.00	0.00		0.00				0.00	0.00%
	Admin and QA/QC	120	4,919.70	8,736.40		1,820.29	500.00	9,780.59		25,756.97	8.18%
	Traffic Counts (GHA)	0	0.00	0.00		0.00		9,600.00		9,600.00	3.05%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	1586	61,008.72	108,339.29	0.00	22,573.23	24,226.00	98,557.29	0.00	314,704.53	100.00%

Patrick	216,147.24	68.7%	70.8%
CBBEL	88,957.29	28.3%	29.2%
GHA	9,600.00	3.1%	
	<u>314,704.53</u>		

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering
PSB N/A
PRIME/SUPPLEMENT John Humphrey Drive

DATE 10/26/15

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection			Aerial Mosaics			Survey			Crash Analysis			Alt Geo Studies		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principle	70.00	56	3.53%	2.47													10	4.90%	3.43
Project Manager/Dire	65.63	142	8.95%	5.88	4	7.41%	4.86						4	10.00%	6.56		10	4.90%	3.22
Project Engineer 3/4	52.26	85	5.36%	2.80															
Project Engineer 1/2	41.54	108	6.81%	2.83				6	25.00%	10.38							34	16.67%	6.92
Staff Engineer 3	37.01	213	13.43%	4.97	20	37.04%	13.71	6	25.00%	9.25			12	30.00%	11.10		30	14.71%	5.44
Staff Engineer 2	31.07	146	9.21%	2.86									24	60.00%	18.64		40	19.61%	6.09
Staff Engineer 1	27.52	271	17.09%	4.70	30	55.56%	15.29	12	50.00%	13.76							80	39.22%	10.79
Technician	21.21	0																	
Staff Geologist	37.98	108	6.81%	2.59															
Survey Director	60.00	47	2.96%	1.78							47	11.84%	7.10						
Project Surveyor	36.46	180	11.35%	4.14							180	45.34%	16.53						
Staff Surveyor	24.74	170	10.72%	2.65							170	42.82%	10.60						
Administrative Assist	21.21	60	3.78%	0.80															
		0																	
		0																	
		0																	
		0																	
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		0																	
		0																	
TOTALS		1586	100%	\$38.47	54	100.00%	\$33.86	24	100%	\$33.40	397	100%	\$34.23	40	100%	\$36.31	204	100%	\$35.90

COMPANY NAME: Patrick Engineering Inc.
PTB NUMBER: Village of Orland Park, 143rd at John Humphrey Drive
TODAY'S DATE: 10/26/2015

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.575	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	X	52	\$65.00	\$3,380.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	X	21	\$25.00	\$525.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
81/2 x 11 Color Laser	Actual Cost Per Page	X	75	\$1.00	\$75.00
81/2 x 11 Color Stock	Actual Cost Per Page	X	7,150	\$0.10	\$715.00
81/2 x 11 Card Stock	Actual Cost Per Page			\$0.00	\$0.00
Scan Setup	Actual Cost Per Sheet			\$0.00	\$0.00
Scan to File	Actual Cost Per Sheet			\$0.00	\$0.00
Color Scan to pdf	Actual Cost Per Square Foot			\$0.00	\$0.00
11x17 Paper	Actual Cost Per Page	X	645	\$0.25	\$161.25
24x36	Actual Cost Per Page	X	82	\$1.80	\$147.60
Drill Rig	Actual Cost	X	1	\$14,860.00	\$14,860.00
Asbestos Testing	Actual Cost	X	1	\$2,000.00	\$2,000.00
Lab testing	Actual Cost	X	1	\$2,360.00	\$2,360.00
TOTAL DIRECT COST					\$24,223.85

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

J.S. = Job Specific

Phase I - Engineering and Environmental Study		Manhours		
	<u>Item</u>	<u>Patrick</u>	<u>CBBEL</u>	
1	Data Collection			
	Initial Project Joint Field Review	12	12	
	Obtain Data from Agencies (zoning, district boundaries, emerg. routes, developments, etc.)	4		
	Coordinate with Cook County for Mapping Data Sources and Control		8	
	Prepare Maps and Charts of Data Collected and Analyze Data	8		
	Perform Traffic Counts	by Gewalt-Hamilton		
	Compile Traffic Counts, Review Historical Traffic Data, Coordinate 2040 Projections		32	
	Design JULIE Locate, Utility Letters, Obtain Utility Data	8		
	Incorporate Utility Data into Project Base File	16		
	Coordinate/Compile/Catalog GIS Data	6		
		54	52	
		Subtotal Workhours =		106
		Estimated Direct Cost =		\$592
	Document Acquisition Costs	\$50	\$150	
	Travel (2 days @ \$65/day)	\$130	\$130	
	Materials and Reproduction			
	300 pages @ \$0.10/page (8.5" x 11")	\$30	\$30	
	20 sheets @ \$1.80/sheet (24" x 36")	\$36	\$36	
		\$246	\$346	
2	Aerial Mosaics			
	Develop Base Project Aerial Mosaic at 1"=50'	8		
	Add Information (street names, drainage features, property owners, etc.)	8		
	Add Existing ROW Information	4		
	Update with Supplemental Data Throughout Study	4		
		Subtotal Workhours =		24
		Estimated Direct Cost =		\$22
	Materials and Reproduction			
	2 sheets x 6 copies @ \$1.80/exhibit (24" x 36")	\$22		
3	Survey			
	Control Work	32		
	Cross Sections and Topographic Mapping	187		
	Determine Horizontal Alignment, Stationing, and Boundaries	26		
	Set Horizontal Alignment Points with Ties	14		
	Geotechnical Boring Locations	8		
	Drainage Survey	20		
	Tree Inventory > 6"	62		
	Utility Survey	34		
	Project Management, Coordination of Work	14		
		Subtotal Workhours =		397
		Estimated Direct Cost =		\$1,820
	Travel (28 days @ \$65/day)	\$1,820		

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	<u>CBBEL</u>
4	Crash Analysis		
	Analyze Data, Prepare Tables and Charts of Data (5 years)	20	
	Prepare Exhibits	8	
	Write Text of Crash Report	12	
		Subtotal Workhours =	
			40
		Estimated Direct Cost =	
			\$69
	Materials and Reproduction		
	15 sheets x 5 copies @ \$0.25/sheet (11" x 17")	\$19	
	100 pages x 5 copies @ \$0.10/page (8.5" x 11")	\$50	
5	Alternative Geometric Studies		
	Plan Studies, Including Alternative Alignments and Geometrics	20	
	Proposed Profile	10	
	Sideroad Geometrics and Profile	0	
	Plan and Profile Sheets Mainline 1"=50' (1 sht x 40 hrs/sht)	40	
	Plan and Profile Sheets Sideroads 1"=50' (1 sht x 30 hrs/sht)	30	
	Cross-Sections at 100' Intervals Mainline (8 sections @ 2 hrs./section)	16	
	Cross-Sections at 100' Intervals Sideroads (12 sections @ 2 hrs./section)	24	
	Typical Cross-Sections and Details	8	
	Analysis of Bike Path/Sidewalk Options	8	
	Plot Proposed Geometrics and ROW Line (including station/offsets for all break points)	12	
	Assess Utility Conflicts	12	
	Intersection Lighting Analysis (143rd Street Intersection)		38
	Develop and Update Preliminary Construction Cost Estimates	12	
	Identify Funding Options	0	
	Permit Reviews	4	
	Field Trips to Area (1 trip x 4 hrs. x 2 people)	8	
		204	38
		Subtotal Workhours =	
			242
		Estimated Direct Cost =	
			\$695
	Travel (4 days @ \$65/day)	\$260	\$130
	Materials and Reproduction		
	10 sheets x 10 copies @ \$0.25/sheet (11" x 17")	\$25	
	10 sheets x 10 copies @ \$1.80/sheet (24" x 36")	\$45	\$135
	100 pages x 10 copies @ \$0.10/page (8.5" x 11")	\$50	\$50
		\$380	\$315

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	<u>CBBEL</u>
6	Roadway Drainage		
	Existing Drainage System		
	General Location Drainage Map		2
	Existing Drainage System Mainline 1" = 50' (4 sheets @ 14 hrs/sht)		56
	Existing Drainage System Sideroads (n/a)		0
	Identified Drainage Problems (1 assumed)		10
	Identified Base Floodplains (n/a)		0
	Proposed Drainage System		
	Design Criteria		4
	Outlet Evaluation (assume 2 @ 4 hrs/ea)		8
	Stormwater Detention Analysis (Roadway)		24
	Right-of-Way Analysis Detention (n/a)		0
	Right-of-Way Analysis Ditches		12
	Drainage Alternatives (2 @ 12 hrs/ea for roadway)		24
	Local and Other Agency Coordination (2 mtgs x 4 hrs x 1 person + 12 phone calls x 0.25 hrs/ea)		11
	Proposed Drainage Plan mainline (4 sheets @ 20 hrs/sht)		80
	Proposed Drainage Plan Sideroads (n/a)		
	Water Quality BMPs Permanent Measures		12
	Wetlands Encroachment Evaluation		24
	Identify Permit Requirements		4
	Drainage Technical Memorandum		32
	Culvert Hydraulic Report (Major culvert crossings)		
	<i>StreamStats-based Hydrologic Analysis for culverts, existing conditions.</i>		16
	Cross Road Culvert Hydraulic Analysis ex. & prop conditions (2 culverts @ 12 hrs/ea)		16
	Detention Relocation Alternatives Analysis (n/a)		0
	Concept Proposed Wetlands Grading Exhibits, compensatory only.		12
	Field Trips to Area (4 trips x 6 hours x 1 person)		12
		Subtotal Workhours =	359
		Estimated Direct Cost =	\$1,331
	Travel (4 days @ \$65/day)	\$260	
	Mailing	\$250	
	Materials and Reproduction		
	1 exhibit x 15 copies @ \$1.50/color exhibit (11" x 17") General Location Drainage Map	\$23	
	12 exhibits x 15 copies @ \$1.80/exhibit (22" x 34") Existing Drainage System	\$324	
	12 Exhibits x 15 copies @ \$1.80/exhibit (22" x 34") Proposed Drainage Plan	\$324	
	100 pages x 15 copies @ \$0.10/page (8.5" x 11") Draft, Pre-Final and Final Report	\$150	

Phase I - Engineering and Environmental Study		Manhours	
	<u>Item</u>	<u>Patrick</u>	<u>CBBEL</u>
9	Environmental Analyses		
	ESRF and Associated Exhibits		22
	Prepare Historic Structures Photo Log for ESRF		12
	Wetland Delineations and Report and Jurisdictional Coordination with USACE		48
	Tree Identification and Impact Assessment (location and size tabulation under survey task)		18
	Northern Long-Eared Bat Assessment (assumed not required with tree impacts limited to parkway trees)		0
	Traffic Noise Analysis and Coordination (contingent upon IDOT requirement)		0
	Wetland Enhancement Concept Plan		0
	Air Quality Coordination w/ IDOT (assumed not required based on approach ADT volumes)		0
	Special Waste PESA		42
	Section 4(f) and Section 106 Review (assumed not present)		
	Wetland Impact Evaluation Forms		24
	Field Trips to Area (2 trips x 4 hours x 2 people)		16
		Subtotal Workhours =	182
		Estimated Direct Cost =	\$648
	Travel (4 days @ \$65/day)		\$260
	Mailing, Courier, Postage		\$250
	Materials and Reproduction		
	500 pages @ \$0.10/page (8.5" x 11")		\$50
	50 sheets @ \$0.25/sheet (11" x 17")		\$13
	50 sheets @ \$1.50/color sheet (11" x 17")		\$75
10	Project Development Report		
	Preliminary Report		
	Write Report, Proofread and Edit	50	
	Compile Exhibits, Maps, Charts, Graphs and Tables	40	
	Revisions	8	
	Preliminary Report Subtotal:		98
	Final Report		
	Revise Preliminary Report and Write Summary and Conclusion	24	
	Revise Exhibits	24	
	Edit, Print, Bind and Deliver	4	
	Final Report Subtotal:		52
		Subtotal Workhours =	150
		Estimated Direct Cost =	\$493
	Materials and Reproduction		
	120 pages x 15 copies @ \$0.10/page (8.5" x 11")	\$180	
	10 sheets x 15 copies @ \$0.25/sheet (11" x 17")	\$38	
	5 pages x 15 copies @ \$1.00/color page (8.5" x 11")	\$75	
	Mailing	\$200	

Phase I - Engineering and Environmental Study		Manhours	
	Item	Patrick	CBBEL
11	Stakeholder Involvement		
	Property Owner Letters and Exhibits (assume 4 properties @ 4 hrs. each)	16	
		16	0
		Subtotal Workhours = 16	
		Estimated Direct Cost = \$41	
	Mailing, Postage	\$25	
	Materials and Reproduction		
	100 pages @ \$0.10/page (8.5" x 11")	\$10	
	25 sheets @ \$0.25/sheet (11" x 17")	\$6	
12	Preliminary Geotechnical Investigation		
	Review Previous Reports and Data	15	
	Investigation Set-up, Coordination, Direct Investigation, Log Borings, Collect Geotech Samples	75	
	Data Analysis and Report	68	
	QC/QA	10	
	Meetings and Coordination	5	
		Subtotal Workhours = 173	
		Estimated Direct Cost = \$19,545	
	Travel (5 days @ \$65/day)	\$325	
	Truck-Mounted Drill Rig (including traffic control)	\$14,860	
	Asbestos Evaluation	\$2,000	
	Laboratory Testing	\$2,360	
13	Structural		
	Dry Land Bridge		
	Inspection Prep and Inspection	16	
	Bridge Condition Report	90	
	Preliminary Bridge and Hydraulic Report (BLR 10210)	16	
	TS&L		
	Retaining Wall TSL Drawings	122	0
		Subtotal Workhours = 122	
		Estimated Direct Cost = \$103	
	Travel (1 day @ \$65/day)	\$65	
	Materials and Reproduction		
	200 pages @ \$0.10/page (8.5" x 11")	\$20	
	70 sheets @ \$0.25/sheet (11" x 17")	\$18	
		\$103	\$0

Phase I - Engineering and Environmental Study		Manhours		
	<u>Item</u>	<u>Patrick</u>	<u>CBBEL</u>	
14	Meetings and Coordination			
	Meetings with VOP (6 team mtgs. @ 4 hrs. x 2 ppl each (3 PEI & CBBEL, 3 just PEI)	48	24	
	Meetings with IDOT (2 mtgs. @ 4 hrs. x 4 people)	16	16	
	Meetings with FHWA (2 mtgs. @ 4 hrs. x 2 people)	8	8	
	Meetings with Property Owners (1 mtg. @ 4 hrs. x 2 people)	8		
	Meetings with Other Agencies (1 mtg. @ 4 hrs. x 2 people)	4	4	
	Meeting Minutes (12 meetings x 1 hr.)	12		
	Coordination with VOP (12 months x 2 hrs. per month)	24		
		120	52	
		Subtotal Workhours =		172
		Estimated Direct Cost =		\$1,360
	Travel (12 days @ \$65/day)	\$780	\$455	
	Materials and Reproduction			
	1000 pages @ \$0.10/page (8.5" x 11")	\$55	\$45	
	100 sheets @ \$0.25/sheet (11" x 17")	\$25		
		\$860	\$500	
15	Plats and Legals			
		Subtotal Manhours =		0
		Estimated Direct Cost =		\$0
16	Administration and QA/QC			
	Scheduling, Budgeting, Internal Progress Meetings, Reporting, Invoicing (assume 12 months)	88	42	
	QA/QC Activities	32	18	
		120	60	
		Subtotal Workhours =		180
		Estimated Direct Cost =		\$1,000
	Materials and Reproduction			
	5,000 pages @ \$0.10/page (8.5" x 11")	\$250	\$250	
	Mailing	\$250	\$250	
		\$500	\$500	
	SUMMARY OF WORKHOURS AND DIRECT COSTS			
		Workhours	%	Direct Costs
1	Data Collection	106	4.6%	\$592
2	Aerial Mosaics	24	1.0%	\$22
3	Survey	397	17.0%	\$1,820
4	Crash Analysis	40	1.7%	\$69
5	Alternative Geometric Studies	242	10.4%	\$695
6	Roadway Drainage	359	15.4%	\$1,331
7	Traffic Maintenance Analysis	32	1.4%	\$69
8	Intersection Design Studies	134	5.8%	\$78
9	Environmental Analyses	182	7.8%	\$648
10	Project Development Report	150	6.4%	\$493
11	Stakeholder Involvement	16	0.7%	\$41
12	Preliminary Geotechnical Investigation	173	7.4%	\$19,545
13	Structural	122	5.2%	\$103
14	Meetings and Coordination	172	7.4%	\$1,360
15	Plats and Legals	0	0.0%	\$0
16	Administration and QA/QC	180	7.7%	\$1,000
	TOTAL:	2329	100.0%	\$27,863

**Christopher B. Burke
Engineering, Ltd.**

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Christopher B. Burke Engineering, Ltd.
PRIME/SUPPLEMENT Prime

DATE 10/26/15
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 1/1/2016
RAISE DATE 1/1/2017

OVERHEAD RATE 125.26%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

1/1/2016 - 1/1/2017

12
12

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Christopher B. Burke En DATE
Prime

10/26/15

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer VI (Principal)	\$70.00	\$70.00 Max Allowed Per IDOT
Engineer V (Project Manager)	\$60.06	\$60.06
Engineer IV	\$49.19	\$49.19
Engineer III	\$41.19	\$41.19
Engineer I/II	\$30.23	\$30.23
Survey V	\$70.00	\$60.00 Max Allowed Per IDOT
Survey IV	\$61.50	\$60.00 Max Allowed Per IDOT
Survey III	\$52.50	\$52.50
Survey II	\$37.40	\$37.40
Survey I	\$25.88	\$25.88
Engineering Tech V	\$60.00	\$60.00 Max Allowed Per IDOT
Engineering Tech IV	\$45.00	\$45.00
Engineering Tech III	\$41.02	\$41.02
Engineering Tech I/II	\$41.17	\$41.17
Cad Manager	\$55.50	\$55.50
Asst. Cad Manager	\$47.00	\$47.00
Cad II	\$43.48	\$43.48
Cad I	\$33.25	\$33.25
Landscape Architect	\$50.00	\$50.00
GIS Specialist III	\$43.00	\$43.00
GIS Specialist I/II	\$26.00	\$26.00
Env. Res. Spec. V	\$66.50	\$60.00 Max Allowed Per IDOT
Env. Res. Spec. IV	\$50.58	\$50.58
Env. Res. Spec. III	\$38.37	\$38.37
Env. Res. Spec. I/II	\$25.25	\$25.25
Env. Res. Technician	\$34.00	\$34.00
Administrative	\$29.15	\$29.15
Engineering Intern	\$12.95	\$12.95

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
 PTB _____
 PRIME/SUPPLEMENT Prime

DATE 10/26/15

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1. Data Collection			5. Alternative Geometric			6. Roadway Drainage			9. Environmental Analysis			14. Meetings and Coordin		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI (Principal)	70.00	56	7.54%	5.28				2	5.26%	3.68	4	1.11%	0.78	4	2.20%	1.54	12	23.08%	16.15
Engineer V (Project Manager)	60.06	0																	
Engineer IV	49.19	178	23.96%	11.78	12	23.08%	11.35	12	31.58%	15.53	98	27.30%	13.43	8	4.40%	2.16	28	53.85%	26.49
Engineer III	41.19	136	18.30%	7.54	12	23.08%	9.51	14	36.84%	15.18	110	30.64%	12.62						
Engineer I/II	30.23	80	10.77%	3.25	12	23.08%	6.98				68	18.94%	5.73						
Survey V	60.00	0																	
Survey IV	60.00	0																	
Survey III	52.50	0																	
Survey II	37.40	0																	
Survey I	25.88	0																	
Engineering Tech V	60.00	0																	
Engineering Tech IV	45.00	0																	
Engineering Tech III	41.02	0																	
Engineering Tech I/II	41.17	0																	
Cad Manager	55.50	0																	
Asst. Cad Manager	47.00	14	1.88%	0.89				2	5.26%	2.47	12	3.34%	1.57						
Cad II	43.48	30	4.04%	1.76				8	21.05%	9.15	22	6.13%	2.66						
Cad I	33.25	21	2.83%	0.94							21	5.85%	1.94						
Landscape Architect	50.00	0																	
GIS Specialist III	43.00	8	1.08%	0.46	2	3.85%	1.65				6	1.67%	0.72						
GIS Specialist I/II	26.00	44	5.92%	1.54	10	19.23%	5.00				18	5.01%	1.30	16	8.79%	2.29			
Env. Res. Spec. V	60.00	4	0.54%	0.32										4	2.20%	1.32			
Env. Res. Spec. IV	50.58	86	11.57%	5.85										74	40.66%	20.57	12	23.08%	11.67
Env. Res. Spec. III	38.37	64	8.61%	3.31										64	35.16%	13.49			
Env. Res. Spec. I/II	25.25	0																	
Env. Res. Technician	34.00	0																	
Administrative	29.15	22	2.96%	0.86	4	7.69%	2.24							12	6.59%	1.92			
TOTALS		743	100%	\$43.78	52	100.00%	\$36.73	38	100%	\$46.02	359	100%	\$40.76	182	100%	\$43.29	52	100%	\$54.31

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
PTB _____
PRIME/SUPPLEMENT Prime

DATE 10/26/15

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	15. Administration and QA/QC																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer VI (Principal)	70.00	34	56.67%	39.67															
Engineer V (Project)	60.06																		
Engineer IV	49.19	20	33.33%	16.40															
Engineer III	41.19																		
Engineer I/II	30.23																		
Survey V	60.00																		
Survey IV	60.00																		
Survey III	52.50																		
Survey II	37.40																		
Survey I	25.88																		
Engineering Tech V	60.00																		
Engineering Tech IV	45.00																		
Engineering Tech III	41.02																		
Engineering Tech I/II	41.17																		
Cad Manager	55.50																		
Asst. Cad Manager	47.00																		
Cad II	43.48																		
Cad I	33.25																		
Landscape Architect	50.00																		
GIS Specialist III	43.00																		
GIS Specialist I/II	26.00																		
Env. Res. Spec. V	60.00																		
Env. Res. Spec. IV	50.58																		
Env. Res. Spec. III	38.37																		
Env. Res. Spec. I/II	25.25																		
Env. Res. Technician	34.00																		
Administrative	29.15	6	10.00%	2.92															
TOTALS		60	100%	\$58.98	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

COMPANY NAME: Christopher B. Burke Engineering, Ltd.
PTB NUMBER: Village of Orland Park, 143rd at John Humphrey Drive
TODAY'S DATE: 10/26/2015

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	X	400	\$0.575	\$230.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	X	10	\$65.00	\$650.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	X	30	\$25.00	\$750.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
8 1/2 x 11 Color Laser	Actual Cost Per Page	X	380	\$0.55	\$209.00
8 1/2 x 11 Color Stock	Actual Cost Per Page	X	386	\$0.10	\$38.60
8 1/2 x 11 Card Stock	Actual Cost Per Page	X	120	\$0.12	\$14.40
Scan Setup	Actual Cost Per Sheet	X	100	\$0.50	\$50.00
Scan to File	Actual Cost Per Sheet	X	100	\$2.00	\$200.00
Color Scan to pdf	Actual Cost Per Square Foot	X	100	\$1.40	\$140.00
11x17 Color Paper	Actual Cost Per Page	X	380	\$0.16	\$60.80
11x17 Color Laser	Actual Cost Per Page	X	380	\$0.95	\$361.00
Digital Bond Prints	Actual Cost Per Square Foot	X	620	\$0.16	\$99.20
Color Inkjet Prints	Actual Cost Per Square Foot	X	310	\$2.70	\$837.00
Burn CD	Actual Cost Each		0	\$12.00	\$0.00
TOTAL DIRECT COST					\$3,640.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Gewalt-Hamilton

September 24, 2015 *Revised September 25, 2015*

Mr. Jarrod Cebulski via E-mail
Patrick Engineering, Inc.
4970 Varsity Drive
Lisle, IL 60532

Re: Agreement for Professional Services
Traffic Data Collection
John Humphrey Drive Corridor
Orland Park, IL
GHA Proposal No. 2015.D034R

Dear Jarrod:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for traffic data collection services for the above referenced project.

Our proposal is based on GHA's understanding of the project, including the information received from your office via e-mail.

If our proposal is acceptable, please sign and return one complete copy to our office. Should you have any questions or if we can be of additional assistance, please feel free to contact me at (847) 821-6222.

As always, we look forward to assisting Patrick Engineering on this project.
Sincerely,

Gewalt Hamilton Associates, Inc.



Daniel P. Brinkman, P.E., PTOE
Associate / Senior Transportation Engineer
dbrinkman@gha-engineers.com

Encl: GHA proposal No. 2015.D034R Patrick Eng - Orland Pk.doc

CC: Art Penn – Data Collection Division Director

Agreement for Professional Services
Traffic Data Collection
John Humphrey Drive Corridor
Orland Park, Illinois
GHA Proposal No. 2015.D034R

Patrick Engineering, Inc. (*Client*) having an address of 4970 Varsity Drive, Lisle, IL 60532 and Gewalt Hamilton Associates, Inc., (*GHA*), having an office at 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

Patrick Engineering (*Client*) has been selected by the Village of Orland Park to prepare a Phase I Study of the John Humphrey Drive corridor and is in need of traffic data collection services, including volume and classification data at various intersection locations. GHA will assist Patrick Engineering by utilizing Miovision Video Data Collection Unit equipment for data collection and providing Patrick Engineering with processed summary files of the data.

II. Traffic Data Collection Services

A. Location

GHA proposes to provide traffic data collection at the John Humphrey Drive intersections with:

1. 143rd Street
2. 94th Avenue
3. 144th Place
4. 147th Street
5. Orland Square Drive

B. Count Duration:

1. 24 hours (12AM to 12AM)

C. Frequency

GHA will conduct data collection efforts on up to three (3) separate occasions including:

1. "Holiday" Season 2015 (one weekday [Thurs] and one Saturday) in early December 2015 while school is in session
2. "Spring" 2016 (one weekday [Thurs] and one Saturday) potentially May 2016 while school is in session
3. "Holiday" Season 2016 (one weekday [Thurs] and one Saturday) in early December 2016 while school is in session

Data collection equipment will typically be deployed on Wednesday prior to data collection on a Thursday and then again on a Saturday. One visit by a technician will be required to ensure the equipment has battery life and data storage capability to collect the Saturday Data.

D. Deliverables

1. PDF of Standard Turning Movement Count report
2. Excel Files processed by Miovision

III. Project Schedule


GHA is prepared to commence work upon receipt of written authorization from the Client. Data collection equipment will be placed by GHA staff typically within 5-7 working days (weather and holiday Schedule permitting). GHA will confirm placement dates with *Client* prior to placing equipment. Processed traffic data will generally be available within 5 business days

IV. Key Personnel

Mr. Daniel Brinkman, P.E., PTOE, an Associate of the firm and Senior Transportation Engineer will function as the Project Manager. Mr. Brinkman is familiar with the subject site and has managed numerous similar data collection efforts. Camera Placement and processing direction will be overseen by Mr. Arthur Penn, Data-Collection Division Director. They will be assisted as needed by additional professional and technical staff.

V. Compensation for Services:

GHA proposes to complete the above work for a lump sum fees as outlined below:

Service	Cost Per Count Placement / Season
Traffic Data Collection: 5 Intersections, 24-hour counts with volume, vehicle class and pedestrian data Thursday and Saturday Reimbursables (mileage, postage, etc.)	\$9,600.00 <i>Included</i>
This proposal includes one collection effort for \$9,600.00.	 Lump Sum Fee per collection effort \$9,600.00
	Total Cost – 3 sets of counts \$28,800.00

The proposed fee includes the traffic counts and schedule. Reimbursable expenses include GHA expenses such as photos, postage, messenger services, printing, mileage, etc. Reimbursable expenses are included in the Lump Sum fee noted above.

Should the scope of work need to be expanded, additional services requested and authorized by the *Client* will be billed in accordance with the following fee schedule:

2015 Hourly Rates

Principal Engineer	\$194/hr.	Staff Engineer	\$114/hr.
Senior Engineer	\$164/hr.	Senior Engineering Technician	\$112/hr.
Senior Environmental Consultant	\$164/hr.	Environmental Consultant	\$110/hr.
Professional Engineer	\$136/hr.	Engineering Technician II	\$96/hr.

Registered Land Surveyor	\$118/hr.	Engineering Technician I	\$70/hr.
GIS Professional	\$118/hr.	Clerical	\$58/hr.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made. Please see *Attachment A*, which is attached hereto and is incorporated herein, for the General Provision of this Agreement.

VI. Services Not Included

Should additional services be required beyond those outlined in *Section II: Scope of Services* of this Agreement, GHA will request written authorization prior to commencing the work.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization

By signing below you indicate your acceptance of this Agreement in its entirety.

Sincerely,
Gewalt Hamilton Associates, Inc

Patrick Engineering, Inc.

Daniel P Brinkman, P.E., PTOE
Associate / Senior Transportation Engineer

Print Name: _____

Date: _____

Encl: Attachment A

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

REQUEST FOR ACTION REPORT

File Number:	2015-0745
Orig. Department:	Development Services Department
File Name:	Downtown Main Street District - Retirement of Nicor Facilities

BACKGROUND:

As part of the agreement with University of Chicago Medical Center (UCMC), the Village is responsible for the design, construction and completion of certain improvements within the Main Street District. Specifically, the Village is responsible for the extension of Jefferson Avenue to 142nd Street, the delivery of the UCMC's surface parking lot, and site prep work including, but not limited to, the coordination of all utility infrastructure within the District.

At this stage, the Village is in the process of physically removing all existing dry utilities - electric, gas, and telecommunication - and abrogating all easements associated thereto. Nicor's existing facilities include a 2" gas main located within an existing easement that connects at the LaGrange Road right-of-way and travels westward approximately 500'. The area of impact includes the forthcoming UCMC surface parking lot and Jefferson Avenue, as well as future developable parcels. Total cost for the retirement of the gas main is \$8,279.73. The Plat of Abrogation (attached for reference) will be moved forward upon completion of the physical work.

On December 21, 2015, this item was reviewed by the Development Services Planning and Engineering Committee, recommended for approval and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

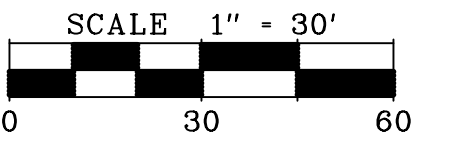
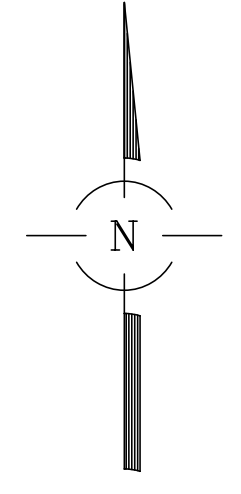
Sufficient funds are available for this work within the FY15 capital budget, in the TIF fund #282-0000-471250 (Infrastructure).

REQUESTED ACTION:

I move to approve the payment of \$8,279.73 to Nicor for the retirement of a 2" gas main within the Downtown Main Street District.

PLAT OF ABROGATION\ VACATION

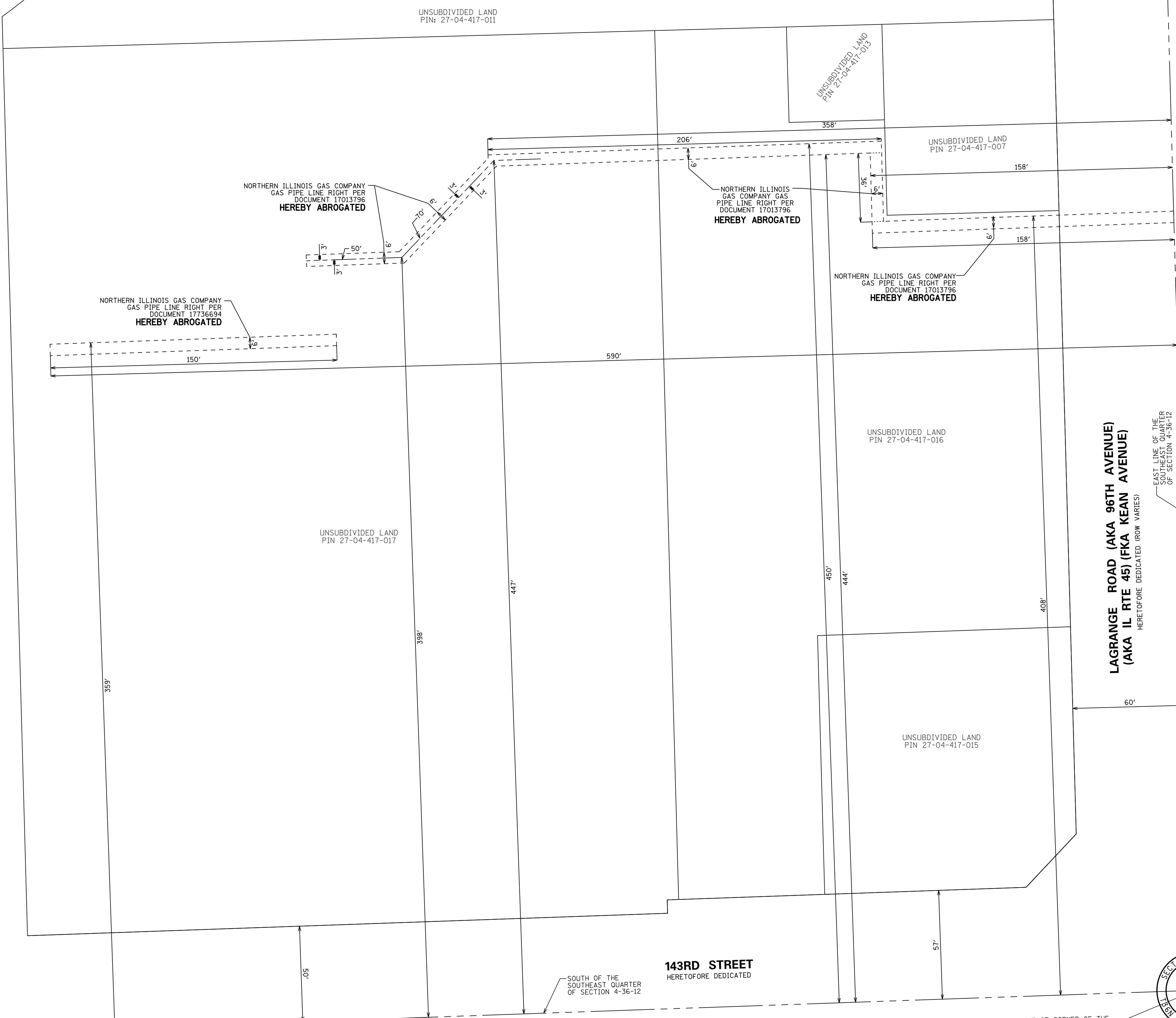
PIN:
27-04-417-016
27-04-417-017



BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC
OBSERVATION IL EAST ZONE

CRESENT
PARK
CIRCLE
HEREFORERE DEDICATED PER
DOCUMENT 172239056

RAVINIA AVENUE
HEREFORERE DEDICATED PER
DOCUMENT 172239056



LEGAL DESCRIPTIONS OF EASEMENTS

LEGAL DESCRIPTION OF THE EASEMENT PER DOCUMENT 17736694
THE NORTH SIX (6) FEET OF THE SOUTH 359 FEET OF THE WEST 150 FEET OF THE EAST 590 FEET OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF THE EASEMENT PER DOCUMENT 17013796
THE NORTH SIX (6) FEET OF THE SOUTH 408 FEET OF THE EAST 158 FEET OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE WEST SIX (6) FEET OF THE EAST 158 FEET OF THE NORTH 36 FEET OF THE SOUTH 444 FEET OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
THE NORTH SIX (6) FEET OF THE SOUTH 450 FEET OF THE WEST 206 FEET OF THE EAST 358 FEET OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;
ALSO:
A STRIP OF LAND 6 FEET IN WIDTH LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF A LINE DRAWN 447 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A LINE DRAWN 355 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 45 DEGREES WEST A DISTANCE OF 70 FEET TO A POINT ON A LINE DRAWN 398 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 50 FEET TOWNSHIP ORLAND, COOK COUNTY, ILLINOIS.

VACATION OF GAS EASEMENTS

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE HEREBY CERTIFY THAT THERE ARE NO EXISTING FACILITIES WITHIN DESIGNATED EASEMENT AREA PER DOCUMENTS 17736694 AND 17013796 AND FURTHER CERTIFY AS AGENT FOR THEIR RESPECTIVE UTILITY, ALL RIGHTS AND EASEMENT CURRENTLY WITHIN SAID DESIGNATED EASEMENT AREA IS HEREBY RELINQUISHED AND VACATED.

NICOR
By: _____ NAME: _____
(SIGNATURE) (PLEASE PRINT)
TITLE: _____ DATE: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

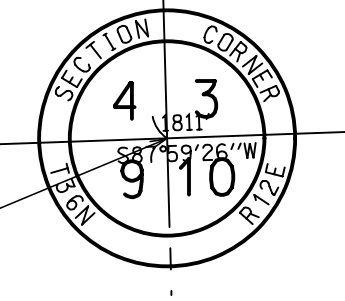
WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF VACATING AN EASEMENT AREA AS SHOWN, AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID VACATION.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.
GIVEN UNDER OUR HAND AND SEAL THIS ____ DAY OF _____, 20 ____ IN ROSEMONT, ILLINOIS.

REBECCA Y. POPECK, I.P.L.S. No. 035-3642
LICENSE EXPIRES: 11-30-2016

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS NOT SHOWN.



SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 4-36-12, FOUND BRASS MONUMENT AT CORNER PER MONUMENT RECORD 0518645122
POINT OF BEGINNING GRANTOR'S PROPERTY

PREPARED FOR:
THE UNIVERSITY OF CHICAGO
MC 0953, ROOM 418
850 EAST 58TH STREET
CHICAGO, ILLINOIS 60637

FOR REVIEW
PURPOSES ONLY

REVISIONS:	DATE:	BY:
08/20/2015	G.P.	



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 08/18/2015
JOB NO: 4278.04
FILENAME: 4278.04VAC-02
SHEET 1 OF 1

REQUEST FOR ACTION REPORT

File Number: **2015-0696**
Orig. Department: **Development Services Department**
File Name: **2015 Land Development Code Amendments III**

BACKGROUND:

QUICKFACTS

Project

2015 Land Development Code Amendments III - 2015-0696

Petitioner

Development Services Department

Purpose

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

Requested Actions: Land Development Code Amendments

Topics:

Landscape and Tree Preservation (Comprehensive Update)

Street Lighting (Comprehensive Update)

Definitions

Permitted Uses in Setbacks

Masonry Painting and Use

Minimum Driveway Lengths

Front Yard Setbacks

Three (3) Car Garages

MFG Land Uses and Conditions

ORI Land Uses

Scrivener's Errors

Project Attributes

Section 2-102 Definitions

Section 5-112 Development and Subdivision Requirements

Section 6-204 R-3 Residential Zoning District

Section 6-205.1 LSPD Large Scale Planned Development

Section 6-206 RSB Residential and Supporting Business District

Section 6-207 BIZ General Business District

Section 6-208 MFG Manufacturing District

Section 6-210 COR Mixed Use District

Section 6-211 ORI Mixed Use District

Section 6-212 VCD Village Center District

Section 6-302 Accessory Structures and Uses

Section 6-305 Landscaping and Bufferyards

Section 6-305.1 Tree Preservation and Standards
Section 6-308 Design Standards
Section 6-311 Wireless Communication Facilities and Satellite Dishes
Section 6-406 Sidewalks, Driveways, and Parking Lots
Section 6-407 Street Lighting

OVERVIEW AND BACKGROUND

The third round of Land Development Code Amendments for 2015 is presented in the attached “2015 Land Development Code Amendments III Amendment Report to the Plan Commission”. The Amendment Report contains various amendments to the sections identified above, along with a full narrative explanation for each amendment followed by the respective Code changes.

Within the Amendment Report, language with a strike-out (~~strike-out~~) indicates elimination from the Code. Language that is italicized and in red (*red*) indicates proposed addition to the Code. However, as Sections 6-305 Landscaping and Bufferyards and Section 6-407 Street Lighting were comprehensively (i.e. completely) rewritten, a similar approach would be impractical.

As such, a summary of the proposed versus existing requirements for the newly proposed Section 6-305 Landscape and Tree Preservation is presented with a combination of tables and written explanations of changes within the Amendment Report; however the full text to be incorporated into the Land Development Code upon approval is presented in the document titled, “Section 6-305 Landscape and Tree Preservation_2015-0696”. The summary of the proposed versus existing requirements for Section 6-407 Street Lighting is presented with strike-outs and (*red*) text within the Amendment Report; however the full text to be incorporated into the Land Development Code upon approval is presented in the document titled, “Section 6-407 Street Lighting_2015-0696”.

PLAN COMMISSION MOTION

On December 8, 2015, the Plan Commission moved 6-0 to recommend to the Village Board of Trustees to approve the Land Development Code amendments.

DEVELOPMENT SERVICES, ENGINEERING & PLANNING COMMITTEE MOTION

On December 21, 2015, the Development Services, Engineering and Planning Committee moved 3-0 to recommend to the Village Board of Trustees to approve the Land Development Code amendments for Sections 2-102, 6-204, 6-205.1, 6-206, 6-207, 6-208, 6-210, 6-211, 6-212, 6-302, 6-305, 6-305.1, 6-308, 6-311, 6-406, 6-407 and 5-112 as presented in the attached Amendment Report titled “2015 Land Development Code Amendments III Amendment Report to the Plan Commission”, prepared by the Development Services Department and dated December 8, 2015.

This case is now before the Village Board of Trustees for consideration.

DISCUSSION

At the December 21, 2015 Committee meeting, members were in general agreement with the code amendments as presented. There was some discussion related to three (3) car garages in the R-3 and R-3a Districts. Staff’s initial recommendation set forth a minimum setback of 5-feet for the third garage stall on the primary façade facing a public street. The Plan Commission forwarded a recommendation to the Committee to consider a 3-foot setback, as presented in the updated staff report dated December 8, 2015. The Committee agreed with the Plan Commission and recommended to the Board of Trustees to consider the 3-foot minimum setback, with Trustee Fenton adding for the record that she believes 5-feet to be more ideal.

BUDGET IMPACT:**REQUESTED ACTION:**

I move to approve the Land Development Code amendments for Sections 2-102, 6-204, 6-205.1, 6-206, 6-207, 6-208, 6-210, 6-211, 6-212, 6-302, 6-305, 6-305.1, 6-308, 6-311, 6-406, 6-407 and 5-112 as presented in the attached Amendment Report titled "2015 Land Development Code Amendments III Amendment Report to the Plan Commission", prepared by the Development Services Department and dated December 8, 2015.

6-407- Street Lighting

A. **Street Lighting Standards.** All developments shall meet the following minimum standards for providing public street lighting:

1. All developments shall submit public improvement & development plans that incorporate a proposed street lighting system to the Director of Development Services. The street lighting plan shall show the location and direction of the pole mast arm, and the proposed routing of the electric cable and duct.
2. An LED luminaire shall be placed at all intersecting public streets, which intersect with major county or state highways and/or major streets. Street lights shall be singularly controlled with photo control cells attached to, and shall be an integral part of, the luminaire. The control cell shall be similar to that manufactured by Precision, catalog no. P26-275, or current Precision equivalent.
3. An LED luminaire shall be placed at all cross or "T" intersections and at the end of streets and cul-de-sacs. An LED type luminaire shall be placed at mid block of all blocks, at a distance not to exceed 500 feet between installations. An LED type luminaire shall also be placed at all major curves in street alignment.
4. Mounting height shall be thirty (30) feet for all poles, except by approval from the Development Services Department.
5. All electric cable shall be placed underground in a unit duct. Each light shall have a single feed from the light standard to the point of connection to Commonwealth Edison electric lines. The single feed shall run through an above grade secondary electrical pedestal disconnect (API 10x14 or approved equal). The feed disconnect should have a buss inline link with crimp terminals & Cooper-Bussman rubber boots (IA0512 or equal) in the disconnect pedestal. The feed line from Commonwealth Edison pedestal to the secondary disconnect pedestal shall be piped with rigid PVC conduit (schedule 40) with two (2) 90 degree elbows
6. For developments where there is limited access to individual Commonwealth Edison pedestals, the use of a centrally located lighting controller cabinet will be allowed. The controller shall be powered by one single point electric service at 120/240V, 1Ø, 3 wire underground service. The lighting controls shall be installed within a ground mounted NEMA 3R, green-painted aluminum IDOT Type 3 locking cabinet. The individual light standards shall be connected to the lighting controller via alternating branch circuits. The control itself shall consist of a mechanically-held contactor which is automatically controlled via a controller-mounted photocell with a manual "Hand-Off-Auto" switch and individual branch circuits. Various controls shall be as shown in the standard details at the end of this section.
7. After completion of the street lighting system, all subdivisions shall submit to the Village Engineer or his designee, a set of "As Built" drawings showing the routing of electric cable, mounting height, mast arm length, luminaire wattage and actual locations of each light standard, disconnect pedestal, and point of connection to Commonwealth Edison electric lines. The Village Engineer or his designee shall inspect the system for conformance to the standards set out in this document. The Village Engineer or his designee may accept the system after all the deficiencies are corrected.

B. **Light Standards and Bracket.**

1. The complete standard shall be the type manufactured by the HAPCO Company or Valmont Industries, Inc. as shown in the standard details, no exceptions. The pole size, bracket size, and applicable catalog/part numbers are to be clearly shown on the development plans and applicable catalog cut sheets are required. The mounting heights shall be thirty (30) feet for all developments.
2. Each light standard shall be a one-piece, seamless, round tapered tube of alloy 6063, hollow shaft, with attached bracket arm and all accessories described herein. The pole shall have a 0.188 inch wall thickness. The pole shall be fully heat-treated along its entire length post- welding of the base flange, to produce the required T6 temper
3. The metal pole foundations shall be in accordance with Sections 836 and 1070 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition.

4. Welding shall be done by the inert gas shielded metal arc method with consumable electrode. Aluminum alloy 4043 electrode shall be used.
5. The base flange for the attachment of the shaft to the foundation shall be a one-piece cast socket of aluminum alloy 356. The flange shall be joined to the shaft by means of complete circumferential welds, externally at the top of the flange& internally at the bottom of the shaft tube. The bolt holes shall be capable of containing 1 inch anchor bolts with a specific bolt circle diameter of 11-1/2 inches. The base shall have an opening of such size as will permit easy entry of all conduit..
6. An ornamental cap of aluminum alloy shall be provided with each shaft. The cap shall be fastened to the shaft by means of a stainless steel screw.
7. The pole shaft shall include a 4 inch by 6 inch reinforced handhole centered 18 inches above the bottom of the shaft. Handholes are to be located 90 degrees clockwise from the plane of the bracket arm as viewed from the top. The opening for the handhole shall be oval in shape and measure 4 inch by 6 inch, with the major dimension along the vertical axis. The hole in the shaft wall shall be reinforced with a frame of aluminum alloy 356-T6, which shall project slightly beyond the wall interior and be completely joined to the interior and exterior of the shaft with a fillet of which the minimum size shall be 5/16 inch. The opening shall be protected by a snug-fitting cover attached with two stainless steel hex head screws. The external contour of the reinforcing frame and cover shall be curved to conform to the roundness of the shaft. The cover shall have a surface finish similar to the shaft.
8. Each pole shall contain an internal lug with a 3/8 inch diameter hole for the purpose of attaching a grounding connector.
9. The bracket arm shall be the truss type of design with an upper and lower member joined near the luminaire end of the arm and braced with a vertical strut. The upper member shall be the continuous wiring member and shall be a tapered tube that is ovalized at the pole shaft end, with the major dimension of the oval in the horizontal plane. Tube nominal wall thickness shall be 1/8 inch. The lower member shall be standard circular pipe. Both upper and lower members shall be attached to the pole shaft with 1/4 inch thick wrought, curved plates. Plates shall be welded to the members. The upper attachment shall be made with four 1/2 inch aluminum bolts, nuts and lock washers. The lower attachment shall be made with two 3/8 inch stainless steel bolts and blind nuts. Blind nuts shall be factory installed in the pole shaft. Wiring at the upper attachment shall be through a 1-1/4 inch diameter hole with appropriate grommet. The material of the main bracket members and their attachment plates shall be alloy 6063-T6. The bracket arm shall incorporate a 2 inch pipe size slip-fitter tenon at least 6 inches long.
10. The bracket arm shall be of such length as will provide for the attaching of a light fixture twelve (12) feet from the shaft at all pole locations, on all equipment and materials.
11. A set of four threaded 1 inch-8 NC steel anchor bolts, minimum 40 inch length, with a 12 inch minimum length of hot-dipped galvanizing at the threaded end, shall be provided for anchoring the base to the concrete foundation. The bolts shall include a 4 inch right-angle hook at the unthreaded end and 6 inches of thread on the threaded end. A galvanized nut, lock washer and flat washer shall be supplied with each anchor bolt. Four anchor bolt covers of aluminum alloy 43, with stainless steel screws for their attachment, shall be provided..
12. All nuts, bolts and washers used in the assembly of the pole shall be 300 series stainless steel as indicated in the Light Standard Detail, excepting the foundation anchor bolt hardware.
13. The pole shaft shall be provided with a satin finish accomplished by mechanical rotary grinding. The bracket arms shall be provided with a satin etched finish. All materials shall be clean, free from dents & gouges. No surface preparation or painting of any type shall be performed on the assembly components at the time of installation.
14. Raceway openings shall be free from burrs and rough edges that may injure the installer and the wiring. Openings and shall be fitted with a rubber grommet.
15. In areas where breakaway devices are required, these devices shall be by means of breakaway couplings and aluminum shrouds or transformer bases as shown in the lighting details.

C. Luminaire, LED Type, Mast Arm Mounted- ResidentialLED Lighting Requirements for Typical Residential Public Roadways
Performance Criteria

LUMINAIRE REQUIREMENTS	
Maintenance	Tool-less, Entry Gasketed and Sealed and UL Listed for Wet Locations
Light Source & Drivers	RoHS and DLC Compliant
Operating Temperatures	-20°C to +40°C
Internal Connections & Components	Preassembled and Prewired Using Modular Electrical Connections
Minimum Life Expectancy	50,000 Hours
Voltage Fluctuations	+ or – 10%
Housing Finish Color	Gray, ASTM Rating of Six per D1654 after 1000 Hours
Tenon Nominal Pipe Size (Inches)	2"
Maximum Luminaire Weight (lb)	75 lb.
Nominal Luminaire EPA (ft ²)	40 ft ²
Nominal Input Voltage (V)	120V or 240V
ANSI Vibration Test Level	Level 1 (Normal)
Identification	External Labeling per ANSI C136.15 & 22
Optics	Type 3, Flat Glass
Mounting Method	Swivel-Tenon/Mast Arm
Driver	Control Signal Interface
Nominal BUG Ratings	B3-U0-G3
Make/Model of LED Light Source(s)	Cree, Philips, Lumiled, Nichia
Make/Model of LED Driver(s)	Advance, Philips or Equal
Dim-ability	<input checked="" type="checkbox"/> Dimmable 7 pin photo cell receptacle <input type="checkbox"/> Not dimmable
Electrical Immunity System Failure	No Possible Disconnect
Thermal Management	No Moving Parts
Warranty Period (yr)	10 Year
Buy America Compliance	NEMA listed company (provide copy of compliance document)
Design Lights Consortium Compliance	Yes (Provide documentation verifying product listing on DLC's website)
PARAMETERS	
Lamp Lumen Depreciation	0.70
Initial Input Power (W)	170W
Maintained Input Power (W)	170W
Initial LED Drive Current (mA)	530 min.
Maintained LED Drive Current (mA)	530 min.
CCT (K)	4000
S/P ratio	0.9

D.. **Luminaire, LED Type, Mast Arm Mounted- Commercial Public Roadway***LED Lighting Requirements for Commercial and Collector Public Roadways
Performance Criteria*

LUMINAIRE REQUIREMENTS	
Maintenance	Tool-less, Entry Gasketed, Sealed and UL Listed for Wet Locations
Light Source & Drivers	RoHS and DLC Compliant
Operating Temperatures	-20°C to +40°C
Internal Connections & Components	Preassembled and Prewired Using Modular Electrical Connections
Voltage Fluctuations	+ or – 10%
Housing Finish Color	Gray, ASTM Rating of Six per D1654 after 1000 Hours
Tenon Nominal Pipe Size (Inches)	2"
Maximum Luminaire Weight (lb)	75 lb.
Nominal Luminaire EPA (ft ²)	40 ft ²
Nominal Input Voltage (V)	120V or 240V
ANSI Vibration Test Level	Level 1 (Normal)
Identification	External Labeling per ANSI C136.15 & 22
Optics	Type 3, Flat Glass
Mounting Method	Swivel-tenon/Mast Arm
Driver	Control Signal Interface
Nominal BUG Ratings	B3-U0-G3
Make/Model of LED Light Source(s)	Cree, Philips, Lumiled, Nichia
Make/Model of LED Driver(s)	Advance, Philips or Equal
Dim-ability	<input checked="" type="checkbox"/> Dimmable 7 pin photo cell receptacle <input type="checkbox"/> Not dimmable
Electrical Immunity System Failure	No Possible Disconnect
Thermal Management	No Moving Parts
Warranty Period (yr)	10 Year
Buy America Compliance	NEMA listed company (provide copy of compliance document)
Design Lights Consortium Compliance	Yes (Provide documentation verifying product listing on DLC's website)
PARAMETERS	
Lamp Lumen Depreciation	0.63
Initial Input Power (W)	200W max.
Maintained Input Power (W)	200W max.
Initial LED Drive Current (mA)	530
Maintained LED Drive Current (mA)	530
CCT (K)	4000
S/P ratio	0.9

E. **Foundation.**

1. **Pole Foundation.** Pole foundations shall be constructed with a reinforced concrete foundation with dimensions required by the type of soil as shown on the soil tests and borings. Standard Details indicate minimums for concrete foundation construction.
 - a. Foundations shall include a cage made of #3 and #5 reinforcing bars. The cage shall be 16 inches in diameter. There shall be six #5 bars, five feet in length, welded to six #3 bars which shall be spaced 12 inches O.C. and shall be formed into a 16" inch diameter circle.
 - b. Foundations shall also contain a 5/8 inch diameter by 10 foot length grounding rod which shall be attached to the internal grounding lug located within the pole by clamps suitable gauge electrical grounding wire.
 - c. In areas where conventional concrete foundations cannot be utilized because of soil conditions or utility conflicts, the use of metal Helix" type foundations may be utilized with written approval from the Village Engineer or his Designee. The Standard Details identify the minimums required.
2. **Materials.**
 - a. The concrete shall be Class SI complying with Section 503 of the IDOT Standard Specifications for Road & Bridge Construction, latest edition. The reinforcement bars shall comply with Section 508 of the Standard Specifications. The raceway shall be a 2 inch diameter straight conduit of rigid plastic.

3. **Construction Method.**

- a. The foundation excavation shall be made by augering. The foundation shall be cast-in-place and allowed to cure for at least fourteen (14) days prior to erecting the light pole standard. Concrete may be deposited against the soil. However, if soil conditions require use of a liner to form the hole, the liner may be withdrawn as the concrete is placed, with the approval of the Village Engineer or his designee. The top of the foundation shall be struck-off precisely level, to preclude the use of shims or other leveling means such as spacing washers, in order to allow plumb placement of the light standard atop the foundation surface.
- b. Metal pole foundations shall be in accordance with Section 836 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition.

F. **Electric Cable 600 Volt, Plastic Insulated Materials.** The electric cable shall comply with the ASTM Standards (latest edition) Designation Number and shall comply with the Insulated Power Cable Engineers Association Standards cited by the paragraph or table number in I.P.C.E.A. Pub. S-61-402 (latest edition).

1. **Conductors.** The conductors shall be in accordance with Sections 817 and 1066 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition, and shall be a minimum of No. 10 AWG size using XLP or EPR in the light standard. When not within the light standard, the wire shall be a minimum of No. 6 AWG using XLP or EPR. Conductors of No. 8 AWG size, XLP or EPR - USE and smaller shall be stranded annealed copper wire, ASTM B-3 compliant. Conductors of No. 6 AWG size and larger shall be stranded annealed copper wire, ASTM B-8 compliant. Conductors shall be of different colors to designate hot and neutral wires. Preferred colors are black, red and white.
2. **Fuses.** The wiring in the light standard shall have a 10 amp in-line fuse, FNM-10, and shall use an inline breakaway fuse holder with crimp terminals and rubber boots. The neutral shall have a Bussman identified solid neutral fuse holder and crimp terminals with rubber boots.
3. **Unit Duct.** The electric cable shall be in accordance with Sections 816 and 1066 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition. The unit duct shall be one piece without splices. The unit duct may be formed by extruding it over the insulated conductors. The unit duct shall have a smooth inner bore which does not adhere to conductor insulation.
4. **Construction Methods.** The electric cable shall be continuous (no splicing) between the service connection and disconnect pedestal, between the lighting controller and light standard, and between the disconnect pedestal and light standard, and shall be contained within the plastic unit duct. The duct shall extend one foot into the light standard and the cable shall be long enough for the splices to be withdrawn 18 inches from the

pole handhole. All electric cable and cable unit duct shall be buried a minimum depth of 30 inches below finished grade.

5. **Splicing Of 600 Volt Cable & Wire (In Light Standard).** This specification covers splicing of insulated electric cable and wire. Compliance with the ASTM Standards is required, as cited by the ASTM Designation Number.

6. **Taped Splices. Taped Splices are only allowed with prior approval from the Village Engineer, or his designee.** A taped splice shall mean a splice of pigtail construction made with a spring connector, rubber tape, and plastic/vinyl tape according to the following descriptions and construction methods:

a. **Connector.** The spring connectors shall be made of spring steel and zinc plated, or similar corrosion-resistant coating. The connectors shall employ the expandable spring principle and shall insure positive mechanical and electrical connection under all temperature and load conditions.

b. **Rubber Tape.** The rubber tape shall be of 0.75 inch width and 0.030 inch thickness, ASTM D119 compliant.

c. **Vinyl-Plastic Tape.** The vinyl tape shall be similar to that manufactured by 3M Corporation as SCOTCH Super 33+ Vinyl Plastic Electrical Tape. The vinyl tape shall be 0.75 inch width and 0.0070 inch thickness with an adhesive coating on one surface. The tape shall exhibit properties per ASTM D1000 and tape flammability resistance shall be per ASTM D568.

d. **Alternate Taped Splice.** A taped splice shall also mean a splice of pigtail construction made with a split-bolt connector wrapped in vinyl tape, followed by rubber tape, then finally with vinyl tape using the following criteria:

1. There shall be no exposed or bare electrical wire within the light standard, the exception of the grounding cable. All exposed cable wire within a splice shall be fully taped.
2. Sufficient torque shall be exerted on the bolting assembly to insure positive electrical connection under all temperature and load conditions.
3. No insulating paint of any type shall be allowed.

- G. **Vibratory Plowing.** The cable duct shall be directly buried by a vibratory plowing method to a minimum depth of 30 inches. Cable unit duct shall not be buried in excess of 48 inches.

1. **Directional Boring.** All directional boring must be in accordance with IDOT Standard Specification for Road and Bridge Construction, Sections 810 and 1088.

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

1. **Construction Methods.** The trench shall be excavated to a depth no less than 30 inches and no greater than 48 inches, in a manner that prevents cave-in. Excavated material shall be withdrawn and placed a sufficient distance away to prevent excavated material from reentering the trench. The trench width shall be at least six inches. Where the cable duct enters the foundation or a rigid steel conduit, the bottom of the trench shall be shaped so as to provide a smooth directional run of the duct.

a. The cable duct shall be placed in the bottom of the trench only after all existing loose granular material has been removed, and the trench area has been bedded with granular backfill material as directed by the Village Engineer or his designee.

b. The trench shall be backfilled by placing granular material in uniform layers no greater than six inches in depth (loose un-compacted measure). The granular material in each deposited layer shall be thoroughly compacted in such a manner to avoid damage to the cable duct and/or wiring.

- c. No granular material greater than two inches maximum dimension shall be allowed in any layer of the backfill placement.
- d. No sod, frozen material, or any foreign material which, by decay or otherwise, would cause settlement, shall be placed as backfill material. Undesirable "naturally occurring" materials such as, but not limited to, coal, lignite, shells, clay lumps, broken concrete, shall not exceed five percent (5%) by weight in any one sample of backfill material.
- e. Any material excavated from the trench may be used as backfill provided it does not conflict with the above, and the material is approved by the Village Engineer or his designee. However, if the material in question has been excavated from the roadway area, replacement material must be granular trench backfill regardless of what material has been excavated from the trench.

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

- 1. Once the street lighting system has been initially installed according to the specifications set forth in this Section, the Village Engineer or his designee shall, upon the request of the developer, inspect the system and prepare a list of items for repair (commonly referred to as a "punch list"). The punch list shall be provided to the developer or his designee. When the appropriate repairs have been made, the Village shall accept the lighting system for luminaire maintenance only. The developer remains responsible for the lighting system and shall therefore be responsible for any damage due to construction, including cable hits and pole knock-downs. The Village shall accept the lighting system when the development is formally accepted in letter form, as written by the Director of Development Services.
- 2. During the punch list creation, the Village shall recognize that one splice on each cable is necessary between the light standard and the connection to the Commonwealth Edison electrical system. This splice is allowed as a result of cable cutting associated with the construction of the electrical system. If the cable has been cut for other reasons (e.g. accidental cable hit) and thereby requires more than one splice per cable run, the cable and duct shall be replaced in its entirety from the Commonwealth Edison disconnect pedestal to the light standard, or from the Commonwealth Edison disconnect pedestal, or transformer, to the lighting controller

RHH or RHW-2 or USE-2 FR-CROSS-LINKED POLYETHYLENE INSULATION, 600 VOLT OPTIONAL JACKET OVERALL.

DESCRIPTION:

This specification covers the basic requirements of copper conductors insulated with flame retardant cross-linked polyethylene (XLP), classified as Type RHH or RHW-2 and as Type USE-2. Type RHH or RHW-2 is manufactured in accordance with NEC Article 310 and Type USE-2 in accordance with Article 338. This wire complies in all respects with ICEA, NEMA and UL Standards and is UL Listed. RHH or RHW-2 or USE-2 also conforms to Federal Specification J-C-30B. Sizes 12AWG through 4AWG stranded are manufactured in accordance with FAA Specification L-824 Underground Electrical Cable for Airport Lighting Circuits, Type C.

APPLICATION:

RHH or RHW-2 or USE-2 is for use in circuits not exceeding 600 volts. RHH or RHW-2 is for use in applications between buildings, in conduits or ducts or in open air, where the maximum operating temperature does not exceed 90°C (RHH) in dry locations or (RHW-2) in wet or dry locations. Type USE-2 is primarily for use in direct burial applications in wet locations at maximum continuous conductor temperature of 90°C. When installed in accordance with NEC article 230 & 338.

CONSTRUCTION DATA AND SPECIFICATIONS:

Conductors - The conductors consist of uncoated soft, solid or stranded copper meeting the requirements of ASTM B3. Unless otherwise specified, Class B stranding will be supplied. The stranding meets the requirements of ASTM B8 for concentric compressed or B496 for concentric compacted copper conductors.

Insulation - The insulation is flame retardant cross-linked polyethylene (XLP), extruded concentrically over the conductor to the wall thickness, as specified by UL 44 for Type RHH or RHW-2 conductors, UL 854 for Type USE-2, ICEA S-66-524 and NEMA WC-7. VW-1 flame retardant cross-linked polyethylene (XLP) insulation is available upon request.

Jacket - When required, a protective sunlight and ozone resistant jacket of flame retardant polyvinyl chloride (PVC) is extruded over the insulation. The jacket meets the requirements of UL 44, ICEA S-66-524/NEMA WC-7, ICEA S-95-658/NEMA WC70. UL approved Aetna 3742 non-halogen, flame resistant, low smoke, low corrosivity, non toxic, high performance jacket is available upon request. Polyethylene (PE), chlorinated polyethylene (CPE) or (-40°C) PVC jackets are available upon request.

Tests- The finished wire will meet all test requirements as specified by ICEA S-66-524/NEMA WC-7, ICEA S-95-658/NEMA WC70, UL 854 for USE-2 and UL 44 for RHH or RHW-2. Cables with a PVC jacket sizes 1/0 AWG and larger pass UL 1581, IEEE - 383 & 1202 Ribbon Burner Flame Test and are UL listed for CT Use.

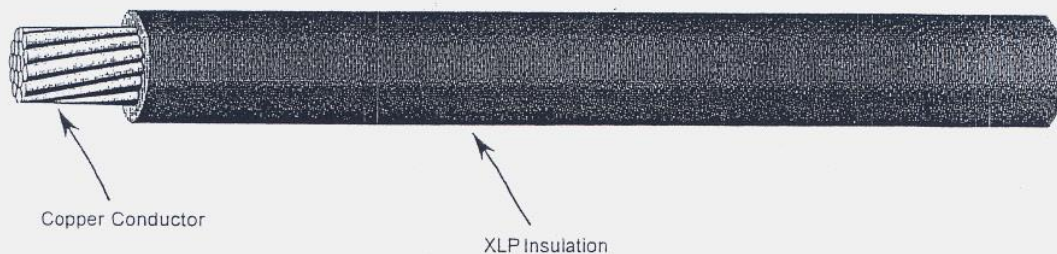
EXECUTIVE OFFICES: HARTSELLE, AL 35640
MANUFACTURING PLANT: VIRGINIA BEACH, VA.
TELEPHONE: (800) 423-6505 FAX: (256) 773-2574



RHH or RHW-2 or USE-2
CROSS-LINKED POLYETHYLENE INSULATION, 600 VOLT

SPEC 1-600-2
5M-6-1
Revised: 07/01/01

See New Lighting Details



90°C CONDUCTOR TEMPERATURE WET OR DRY

Product Code	Conductor		Insulation in Mils	Approximate O.D. in Inches	Ampacity* 90°C	Approximate Net Weight LBS/MFT
	Size AWG or MCM	No. of Strands				

SINGLE CONDUCTOR 600 VOLT

	14	SOLID	45	0.155	25+	20
	12	SOLID	45	0.175	30+	31
	10	SOLID	45	0.195	40+	45
	8	SOLID	60	0.250	55	72
	16 ¹	7	45	0.145	20	17
	14	7	45	0.165	25+	20
	12	7	45	0.185	30+	31
	10	7	45	0.210	40+	45
	8	7	60	0.270	55	72
	6	7	60	0.305	75	106
	4	7	60	0.355	95	160
	3	7	60	0.380	110	202
	2	7	60	0.415	130	244
	1	19	80	0.495	150	311
	1/0	19	80	0.535	170	384
	2/0	19	80	0.580	195	476
	3/0	19	80	0.630	225	591
	4/0	19	80	0.690	260	736
	250	37	95	0.765	290	875
	300	37	95	0.820	320	1038
	350	37	95	0.875	350	1203
	400	37	95	0.920	380	1376
	500	37	95	1.005	430	1690
	600	61	110	1.115	475	1990
	750	61	110	1.220	535	2517
	1000	61	110	1.375	615	3320

Note: *Based on not more than three conductors per NEC: As RHW-2, in raceway, 90°C conductor temperature and 30°C ambient in wet or dry locations. As RHH, in raceway, 90°C conductor temperature and 30°C ambient in locations. As USE-2, direct burial, 90°C conductor temperature and 30°C ambient in wet locations.

¹Not recognized by UL or NEC Standards.

+The over current protection will not exceed 15 amperes for size 14AWG, 20 amperes for size 12AWG and 30 amperes for size 10AWG.

Sizes 12-4AWG stranded approved per FAA L-824, Type C.

Product codes apply only to black colored conductors. Other colors are available depending upon size.

The above data is approximate and subject to normal manufacturing tolerances.

Standards:

1. Listed by UL as Type RHH or RHW-2 per Standard 44.
2. Listed by UL as Type USE-2 per Standard 854.
3. Conforms to ICEA S-66-524/NEMA WC-7 Crosslinked Thermosetting Polyethylene Insulated Wire and Cable.
4. Conforms to ICEA S-95-658/NEMA WC70 Nonshielded 0-2KV Cables.
6. Conforms to Federal Specification J-C-30B

EXECUTIVE OFFICES: HARTSELLE, AL 35640
MANUFACTURING PLANT: VIRGINIA BEACH, VA
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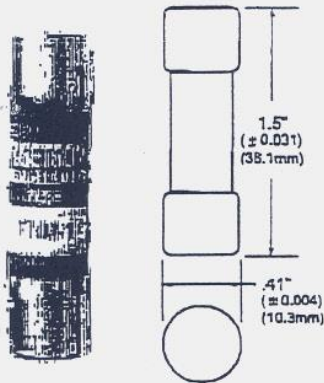
Time-Delay Ferrule Fuse

13/32" x 1-1/2"

PEDISTAL/POLE

FNM

See New Lighting Details



- Fibre tube.
- For circuits with high inrush currents.
- Formerly designated 5AB.
- Fuseltron® Dual-Element fuse.

Fuseblock Catalog Numbers

Poles	Terminal Type		
	Screw With Quick Connect	Pressure Plate w/Quick Connect	Box Lug
1	BM6031SQ	BM6031PQ	BM6031B
2	BM6032SQ	BM6032PQ	BM6032B
3	BM6033SQ	BM6033PQ	BM6033B

CATALOG SYMBOL: FNM
 TIME-DELAY
 1/10 TO 30 AMPERES
 INTERRUPTING RATING - SEE CHART BELOW
 UL LISTED: STD. 248-14, 0-10/250V AC; 12-15/125V AC
 FILE #E19180, GUIDE #JDYX
 CSA CERTIFIED: 1-10/250V AC; CLASS 1422-01,
 12-15/125V AC; FILE 53787
 DC RATING: 1-15A rated 125V DC and 1.8 KAIC.

Electrical Ratings (Catalog Symbol and Amperes)

250 Volts AC	IR	250 Volts AC	IR	250 Volts AC	IR	125 Volts AC
FNM-1/10		FNM-1-1/8		FNM-4		FNM-12 10,000
FNM-1/8		FNM-1-1/4		FNM-4-1/2		FNM-15 @ 125V AC
FNM-15/100		FNM-1-4/10		FNM-5		
FNM-2/10		FNM-1-1/2		FNM-5-6/10		
FNM-1/4	35A @	FNM-1-5/10	100A @	FNM-6		32 Volts AC
FNM-3/10	250VAC	FNM-1-8/10	250VAC	FNM-6-1/4	200A @	FNM-20 * — FNM-20 FOR PEDISTAL
FNM-4/10	10,000	FNM-2	10,000	FNM-7	250VAC	FNM-25
FNM-1/2	@	FNM-2-1/4	@	FNM-8	10,000 @	FNM-30
FNM-6/10	125VAC	FNM-2-1/2	125VAC	FNM-9	125VAC	
FNM-3/4		FNM-2-8/10		FNM-10 *		FNM-10 FOR POLE
FNM-8/10		FNM-3				
FNM-1		FNM-3-2/10				
		FNM-3-1/2				

If 250V AC is needed for 12-30 amps, use FNW series.

Carton Quantity and Weight

Amps	Carton	Weight	
Ratings	Qty	Lbs.	Kg.
0-30	10	.125	.057

CE logo denotes compliance with European Union Low Voltage Directive (50-1000V AC, 75-1500V DC). Refer to BIF document #B002 or contact Bussmann Application Engineering at 530-527-1270 for more information.

TRON® In-Line Fuseholders

Single-Pole for 13/32" x 1 1/2" Fuses

PEDISTAL/POLE

HEB Series

See New Lighting Details



Non-Break-A-Way Holders

Catalog Symbol: HEB-AA*, HEB-AB*, HEB-AC*, HEB-AD*, HEB-AE*, HEB-AJ, HEB-AK, HEB-AL, HEB-AR*, HEB-AY, HEB-BA*, HEB-BB*, HEB-BC*, HEB-BD*, HEB-CC*, HEB-DD*, HEB-JJ, HEB-JK, HEB-JL, HEB-JY, HEB-LL, HEB-NN*, HEB-PP*, HEB-QQ*, HEB-RR*, HEB-SS, HEB-TT*, HEB-ZA.

In-Line Fuseholders

Single-Pole
Waterproof

Agency Information:

*U.L. Recognized, Guide IZLT2, File E14853

*CSA Certified, Class 6225-01, File 47235

For break-a-way holders See Page 2

HEB — For any 13/32" x 1 1/2" fuse. Fuseholder rated 30A, 600V (CSA Listed 15A max.). Typical fuse types: BAF, FNM, FNQ, and KTK (1/10-30A).

Example:

A single-pole, in-line holder for 13/32" x 1 1/2" fuses. A single #12 solid wire is on the load side. A copper crimp is desired. Two #6 solid wire is on the line side. A copper set-screw is desired.

1. Choose HEB- Series.
2. Choose "A" for load side.
3. Choose "K" for line side.

Complete Catalog Number: HEB-AK.

Recommended torque on coupling nut: 10-20 in-lb.

Packaging & Ordering Information:

HEB	—	Λ	B
		Load Terminal	Line Terminal

For insulating boots See Page 2

Catalog and Specification Data - Non-Break-A-Way

Conductor Terminals		Conductor Data				Catalog Symbol Load & Line (2) & (3)
Type	Terminal	Size	No. Per Terminal	Solid	Stranded	
Copper Crimp		#12 to #8	1	•	•	A
		#12	2	•	•	
		#10	2	•	•	B
		#8	1	•	•	
		#4	1	•	•	C
		#8	2	•	•	
Copper Set-Screw		#4	1	—	•	C
		#6	2	•	•	
		#2	1	—	•	D
		#20 to #18	1	•	•	
Copper Set-Screw		#12 to #8	1	•	•	J
		#12 to #8	2	•	•	K
Solid Copper Terminal for Aluminum Wire Connector		#8 to #12	1	•	—	S
		#10 to #4	1	—	•	
Aluminum Crimp		#8	1	—	•	N
		#6	1	•	—	
		#6	1	—	•	P
		#4	1	•	—	
		#3, #4	1	—	•	Q
		#2	1	•	—	
		#1, #2	1	—	•	R
#1/0	1	—	•	T		
Aluminum Set-Screw		#12 to #12	1	•	•	L
		#12 to #2	2	•	•	Y

TRON® In-Line Fuseholders

Single-Pole for 1³/₃₂" x 1¹/₂" Fuses

HEB Series

See New Lighting Details

Break-A-Way Holders

Break-A-Way Holders consist of two parts for a complete unit. One part is the Fuseholder, which contains the Load Terminal, and the other part is the Break-A-Way, which contains the Line Terminal. These can be ordered as a complete unit or as individual parts.

Catalog Symbols:

Break-A-Way Unit:

(Includes Fuseholder, Break-A-Way part, and Insulating Boots)

HEB-AW-RLA, HEB-AW-RLC-A*, HEB-AW-RLC-B, HEB-AW-RLC-C, HEB-AW-RLC-J, HEB-AW-RYA, HEB-AW-RYC, HEB-BW-RLC-A, HEB-BW-RLC-B, HEB-BW-RYC, HEB-JW-RLC-J, HEB-JW-RYC, HEB-KW-RLC-J, HEB-KW-RYC, HEB-LW-RLA, HEB-LW-RLC-J, HEB-LW-RYA

Fuseholder Only: HEB-AW*, HEB-BW*, HEB-DW*, HEB-JW, HEB-LW

Break-A-Way Part: RLC-A, RLC-B, RLC-C, RLC-J, RYC, RLA, RYA

In-Line Fuseholders

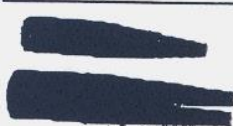
Single-Pole

Agency Information:

*U.L. Recognized

*CSA Certified

Insulating Boots



Catalog Numbers	Type
1AD512	Single Conductor
1AD513	Two Conductor

Two Insulating boots come standard with the Break-A-Way units (ex. HEB-AW-RLC-A). The insulating boots are not included with the Non-Break-A-Way Holders (ex. HEB-AA) or the individual pieces of the Break-A-Way parts (ex. HEB-AW, RLC-A). Two insulating boots must be ordered for each holder when ordering them separately. When insulated boots are utilized, extra heat retention requires that fuses are sized at a minimum of 200% of the RMS load current.

Catalog and Specification Data

Break-A-Way Receptacles

Type Terminal	Conductor Data			Catalog Symbol Line Side (3)
	Size	No. Per Terminal	Solid Stranded	
	#12 to #8	1	• •	-RLC-A
	#6	1	• •	-RLC-B
	#4	1	• •	-RLC-C
	#12 to #2	1	• •	-RLC-J
		#12 to #2	2	• •
		#12 to #2	1	• •
		#12 to #2	2	• •
		(Required with Break-A-Way Receptacle)		W

Example:

A single-pole, break-a-way, in-line holder for 1³/₃₂" x 1¹/₂" fuses. A single #12 solid wire is on the load side. A copper crimp is desired. Two #6 solid wire is on the line side. A copper set-screw is desired.

1. Choose HEB- Series.
2. Choose "AW" for load side.
3. Choose "RYC" for line side.

Complete Catalog Number: HEB-AW-RYC.

Recommended torque on coupling nut: 10-20 in.-lb.

Packaging & Ordering Information:



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TRON® In-Line Fuseholders

Single-Pole for Solid Neutral

HET Series

See New Lighting Details



Non-Breakaway Holders

Catalog Symbol: HET-AA, HET-AB, HET-BB, HET-JJ, and HET-JK

In-Line Fuseholders, Single-Pole

Water-Resistant

For breakaway holders, see page 2

HET — A HEB fuseholder with a permanently installed solid neutral. Easily identified by white plastic coupling nut.

Example:

A single-pole, in-line holder for a neutral is required. One solid copper #8 is on the load side, copper crimp for connection. A solid copper #6 is on the line side, and a copper crimp is required.

1. Choose HET- series.
2. Choose "A" for load side.
3. Choose "B" for line side.







Complete Catalog Number: HET-AB.

Ordering Information:

HET	—		
		Load Terminal	Line Terminal

Recommended Torque on Coupling Nut: 10-20 in.-lb.

Catalog and Specification Data - Non-Breakaway

Terminal Type		Conductors			Catalog Symbol Load & Line (2 & 3)	
		Size	No. Per Terminal	Solid		Stranded
 	Copper Crimp	#12 to #8	1	•	•	A
		#12	2	•	•	
		#10	2	•	•	
		#6	1	•	•	
		#4	1	•	•	
Copper Set-Screw						
 		#12 to #3	1	•	•	J
		#12 to #2	2	•	•	K
Aluminum Set-Screw						
 		#12 to #2	1	•	•	L

Catalog Data — Insulating Boots

Catalog Numbers	Type
2A0660	Single Conductor
2A0661	Two Conductor

Insulating boots are **not** included with **non-breakaway** parts and must be ordered separately. They come standard with the breakaway series. The HET-AW & HET-JW do not have the boots. These catalog items do not have a breakaway receptacle.

When boots are utilized, extra heat retention requires that fuses are sized at a minimum of 200% of the RMS load current.

TRON® In-Line Fuseholders

Single-Pole for Solid Neutral

HET Series

See New Lighting Details

Breakaway Holders

Catalog Symbol: HET-AW-RLC-A, HET-AW-RLC-B, HET-AW-RLC-C, HET-AW-RLC-J, HET-AW-RYC, HET-BW-RLC-B, HET-BW-RYC, HET-JW, HET-JW-RLC-J, HET-JW-RYC, and HET-AW

In-Line Fuseholders, Single-Pole









Example:

A single-pole, in-line, breakaway holder for a neutral is requested. A single #10 solid, copper crimp is on the load side. A single #10, solid wire and a copper crimp is needed on the line side.

1. Choose HET- series.
2. Choose "A" from 1st page for load side.
3. Choose "W" for breakaway requirement.
4. Choose "RLC-A" for breakaway receptacle on line side.

Complete Catalog Number: HET-AW-RLC-A

Catalog and Specification Data

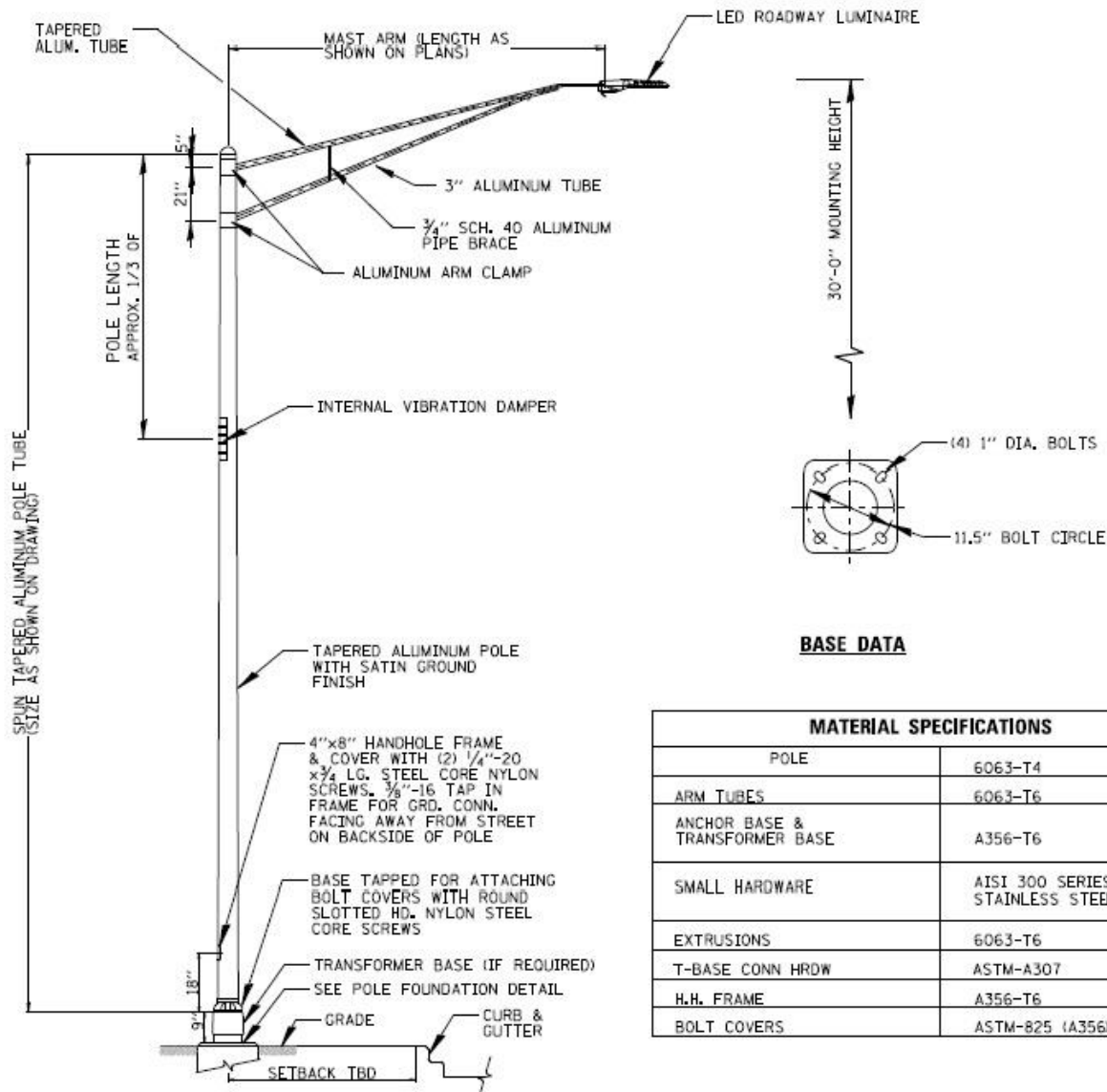
Terminal Type	Conductor Data				Catalog Symbol Line Terminal (3)		
	Breakaway Receptacles	Size	No. Per Terminal	Solid Stranded			
		#12 to #8	1	• •	-RLC-A		
		#6	1	• •	-RLC-B		
		#4	1	• •	-RLC-C		
		#12 to #3	1	• •	-RLC-J		
				#12 to #3	2	• •	-RYC
				Solid Breakaway			(Required with breakaway Receptacle)

Ordering Information:



Recommended Torque on Coupling Nut: 10-20 in-lb.

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(REFER TO LIGHTING PLANS FOR LOCATIONS)

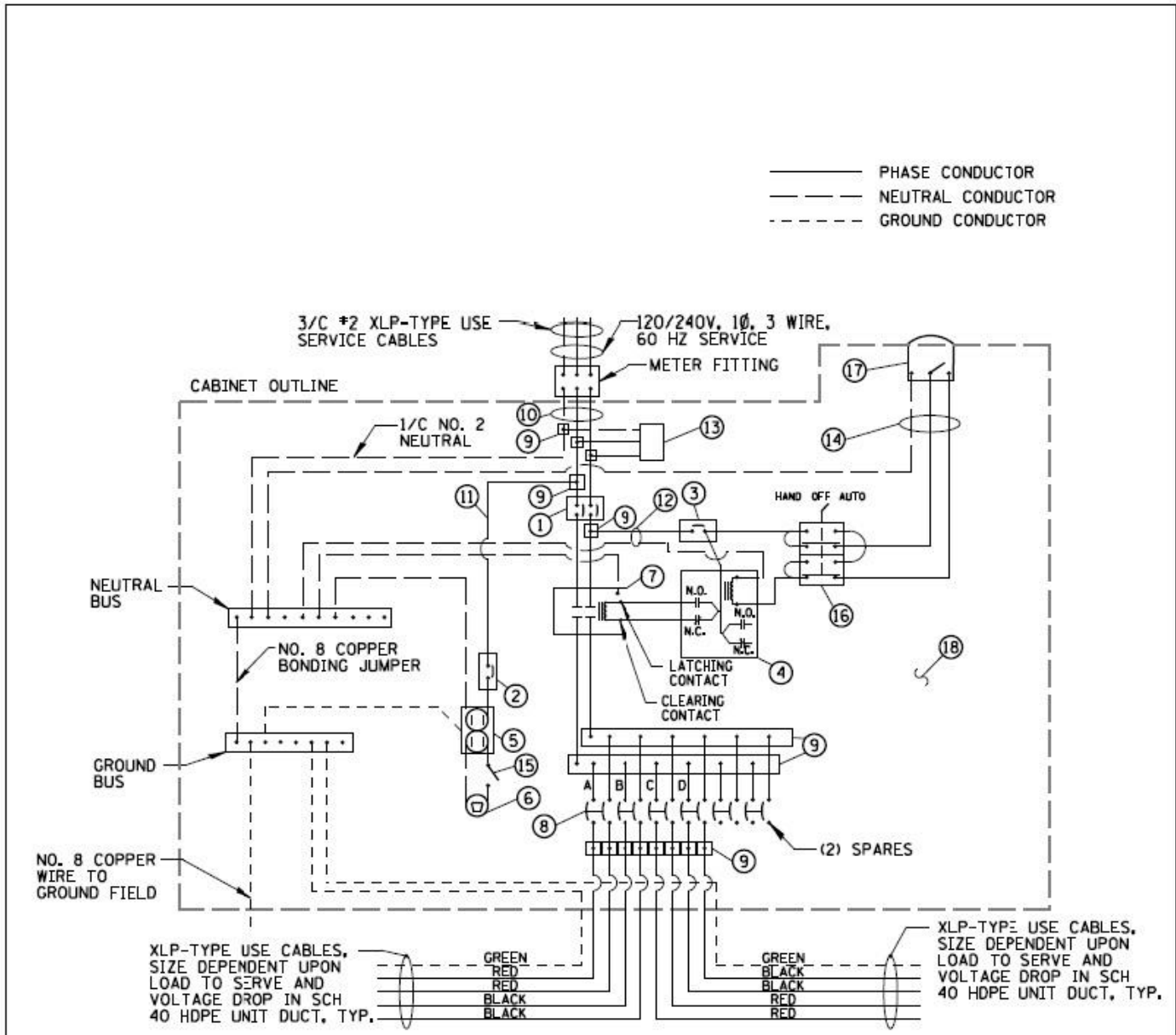
NOTES:

1. LIGHT POLES SHALL MEET WIND LOADING & VIBRATION REQUIREMENTS ACCORDING TO THE LATEST AASHTO STANDARDS AND ARTICLE 1069.01 IN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ALL STEEL SHALL BE FROM A DOMESTIC SOURCE.
2. THE LIGHT STANDARD SHALL MEET THE ILLUMINATION REQUIREMENTS AS SPECIFIED IN THE LUMINAIRE PERFORMANCE TABLES IN THE SPECIFICATIONS. ALL LUMINAIRES SHALL HAVE A MULTI-TAP BALLAST WIRED FOR 240 VOLTS OPERATION.
3. ALL LIGHT STANDARDS SHALL BE FROM THE SAME MANUFACTURER, OR APPROVED EQUAL.
4. LIGHT POLE SHALL BE U/L LISTED.
5. ANTI-SEIZE LUBRICANT SHALL BE APPLIED TO ALL BOLTED AREAS DURING INSTALLATION.

LIGHT STANDARD DETAIL

N.T.S.





LIGHTING CONTROLLER WIRING DETAIL

N.T.S.



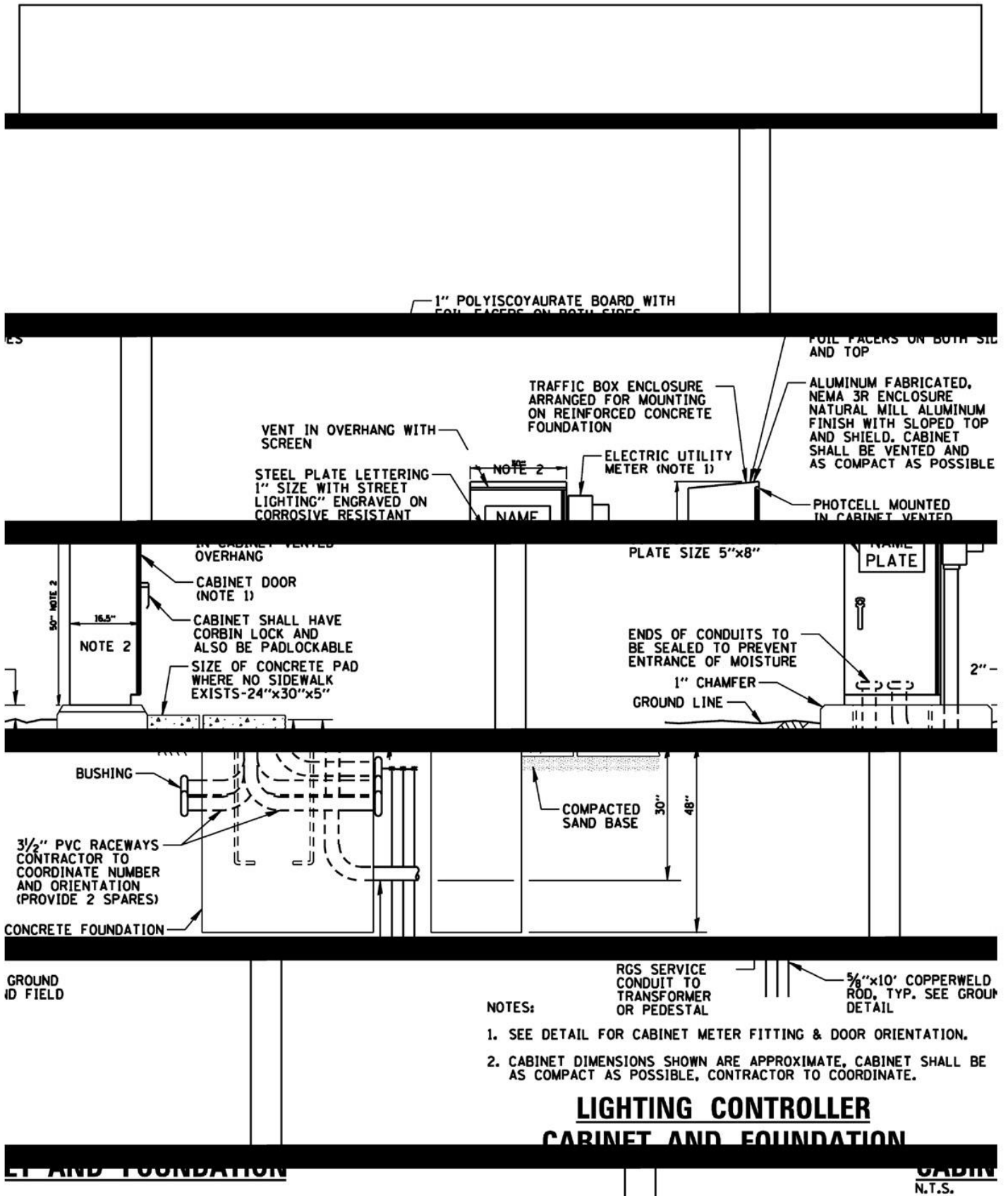
ITEM	SPECIFICATION	MFG./MODEL NO. OR APPROVED EQUAL
① MAIN CIRCUIT BREAKER	100 AMPERE, 2P, 240V SERVICE RATING, 10KAIC	SIEMENS NO. ED22B100
② LAMPHOLDER CIRCUIT BREAKER	20 AMPERE, 1P, 120V RATING, 10KAIC	SIEMENS NO. ED21B020
③ PHOTOELECTRIC CONTROL CIRCUIT BREAKER	15 AMPERE, 1P, 120V RATING, 10KAIC	SIEMENS NO. ED21B015
④ AUXILIARY RELAY	120 V OPERATED DPDT 60 HZ COIL 2 NO & 2 NC CONTACTS	MAGNECRAFT NO. 389 FXBXC1 - 120A
⑤ CABINET RECEPTACLE AND BOX	COMMERCIAL GRADE GFCI, 20A/120V, MOUNTED IN A WEATHERPROOF CAST ALUMINUM SINGLE GANG BOX WITH WEATHERPROOF COVER	RECEPTACLE: LEVITON NO. 8899, BOX: APPLETON NO. WSM150 COVER: APPLETON NO. WHGI
⑥ CABINET LIGHT AND BOX	120V WEATHERPROOF LAMPHOLDER MOUNTED IN A CAST ALUMINUM BOX & EXT. GRADE 100W LAMP	LIGHT & BOX: RAB NO. VX100DG
⑦ CONTACTOR	100 AMPERE, 2 POLE, 120 V COIL, MECH HELD	SQUARE D NO. 8903 500 10 V02
⑧ BRANCH LINE CIRCUIT BREAKERS	6 - 20 AMPERE, 2P, 240V RATING, 10KAIC	SIEMENS NO. ED22B020
⑨ POWER DISTRIBUTION BLOCK	600 VOLT, INSULATED, SIZE AS REQUIRED	MARATHON
⑩ SERVICE CABLES	3-600V (XLP-TYPE USE) NO. 2	N/A
⑪ LAMPHOLDER WIRE	2-600V XLP NO. 12	N/A
⑫ CONTROL WIRE	2-600V XLP NO. 12	N/A
⑬ SURGE ARRESTOR	10 K AMPERE RATING	SQUARE D NO. SDSA 1175
⑭ PHOTOELECTRIC CONTROL WIRE	3-600V XLP NO. 12	N/A
⑮ DOOR SWITCH	20A/120V, DOOR MOUNTED SNAP ACTION TYPE PLUNGER SWITCH	OMRON NO. A-20G0-K
⑯ HAND-AUTO-OFF CONTROL SWITCH	20A, 3 POS. MTD IN CAST ALUM. ENCLOSURE	SQUARE D NO. 9001 KYK 111
⑰ PHOTOCCELL	120V, MTD. ON CABINET, DELAY TYPE, SPST-NC	FISHER PIERCE NO. FPFA-105M
⑱ BACK PANEL	1/2" THICK SOLID PHENOLIC LAMINATE	ARBORON

NOTES:

- ALL ITEMS LISTED IN LIGHTING CONTROLLER COMPONENT SCHEDULE SHALL BE CONSIDERED INCIDENTAL TO THE PRICE BID FOR "LIGHTING CONTROLLER" INCLUDING CABINET AND FOUNDATION.
- THE LIGHTING CONTROLLER TOGETHER WITH ALL OF ITS COMPONENTS SHALL BE UL LISTED AS AN "ENCLOSED INDUSTRIAL CONTROL PANEL" UNDER UL508A.
- CONNECTION OF SURGE ARRESTOR TO LINE SIDE OF MAIN CIRCUIT BREAKER SHALL NOT BE "DOUBLE LUGGED."

LIGHTING CONTROLLER COMPONENT SCHEDULE

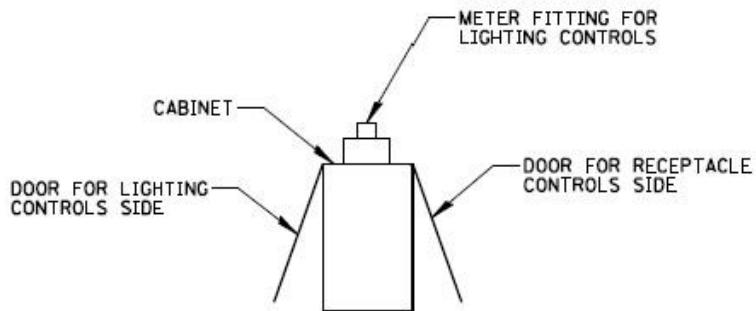




ET AND FOUNDATION

CABIN
N.T.S.



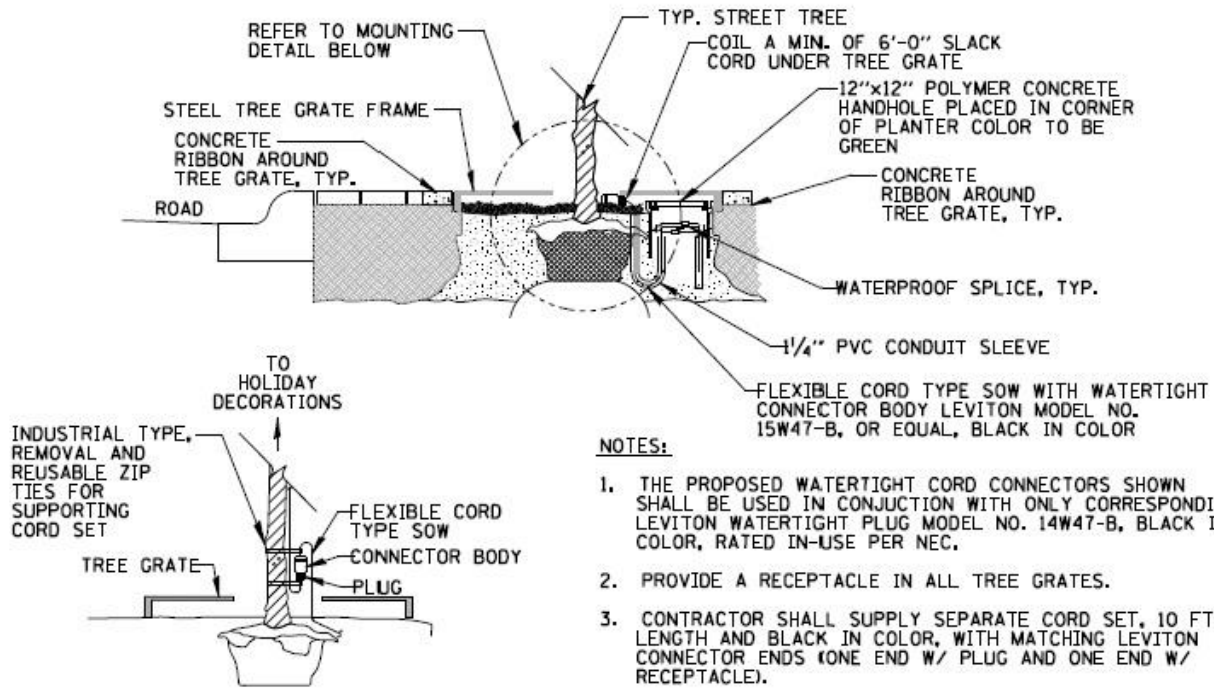


STREETSIDE

CABINET METER FITTING
& DOOR ORIENTATION

N.T.S.





NOTES:

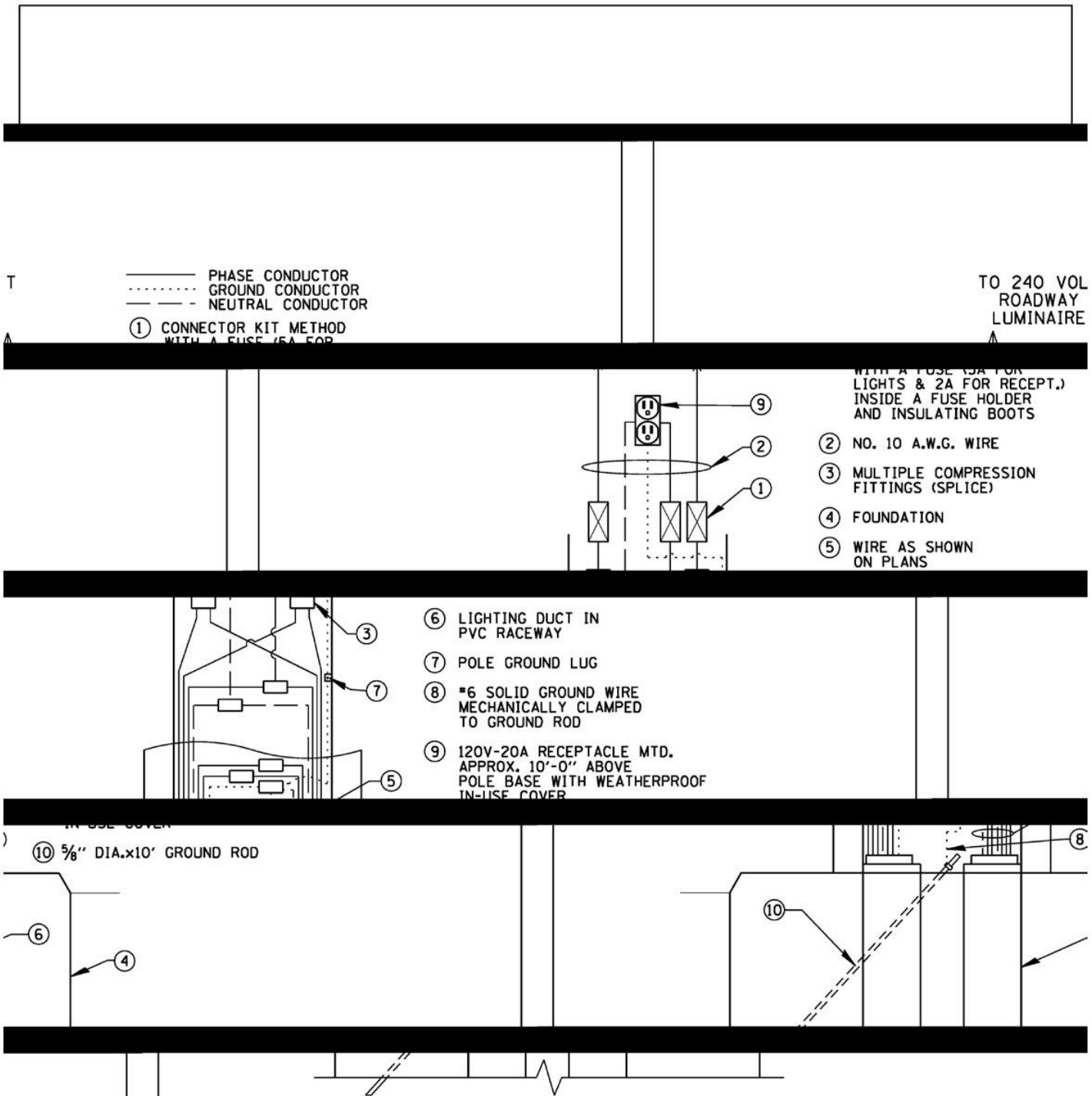
1. THE PROPOSED WATERTIGHT CORD CONNECTORS SHOWN SHALL BE USED IN CONJUNCTION WITH ONLY CORRESPONDING LEVITON WATERTIGHT PLUG MODEL NO. 14W47-B, BLACK IN COLOR, RATED IN-USE PER NEC.
2. PROVIDE A RECEPTACLE IN ALL TREE GRATES.
3. CONTRACTOR SHALL SUPPLY SEPARATE CORD SET, 10 FT. IN LENGTH AND BLACK IN COLOR, WITH MATCHING LEVITON CONNECTOR ENDS (ONE END W/ PLUG AND ONE END W/ RECEPTACLE).

MOUNTING DETAIL FOR IN USE SERVICE

RECEPTACLE CORD ASSEMBLY, IN TREE GRATES DETAIL

N.T.S.

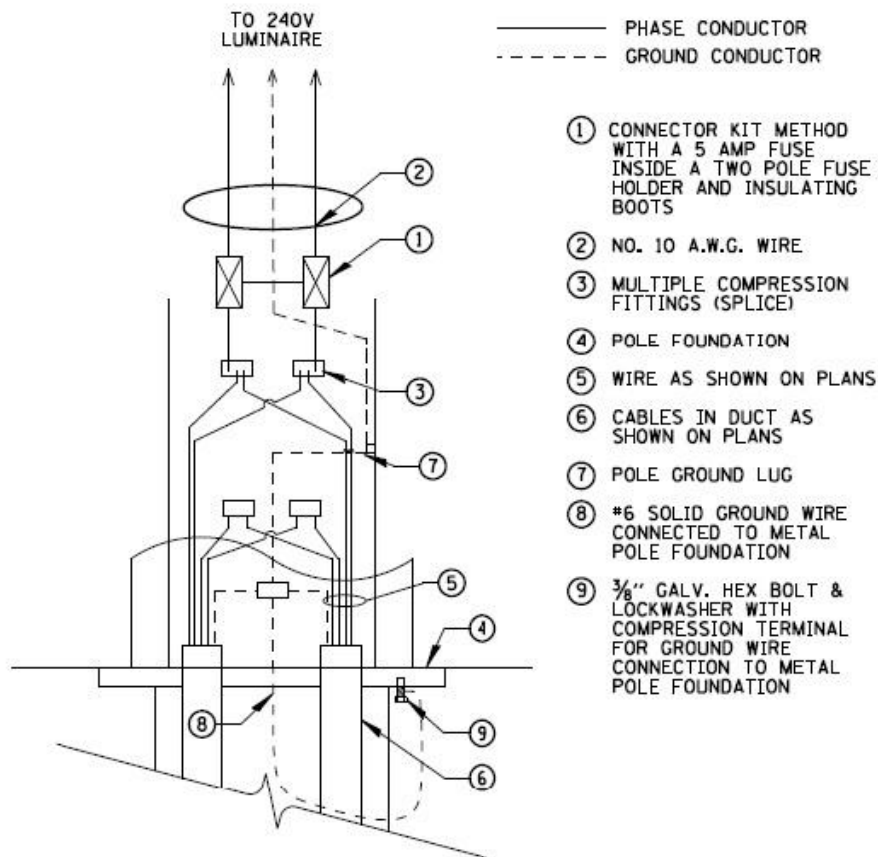




**PROPOSED LIGHT POLE
 HANDHOLE WIRING DIAGRAM
 FOR RECEPTACLE POLES**

N.T.S.

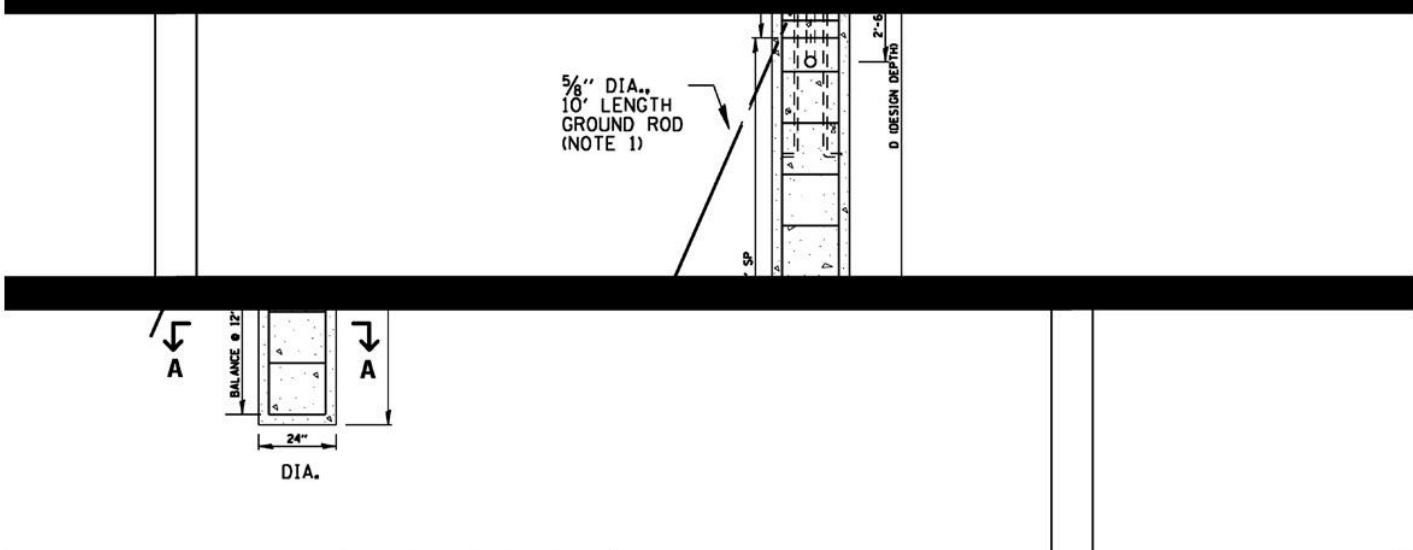
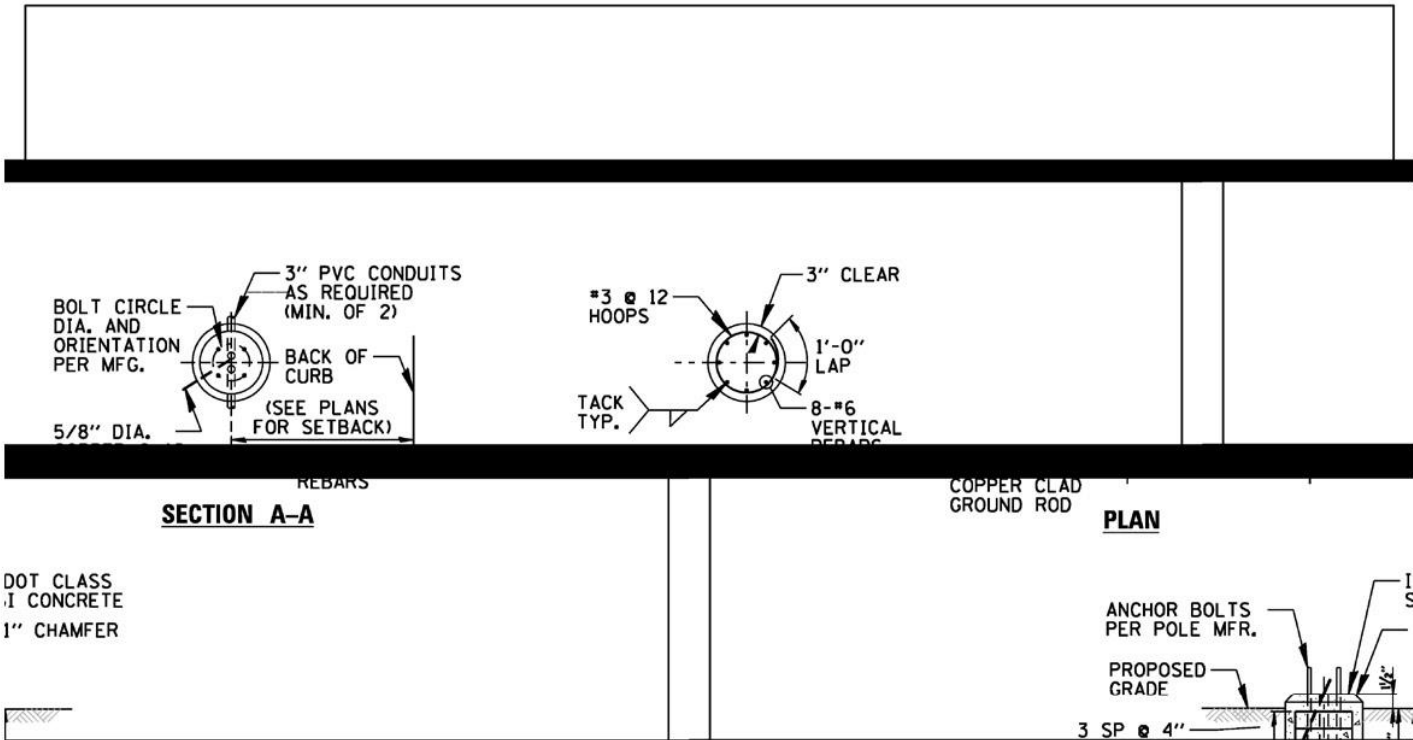




POLE HANDHOLE WIRING DIAGRAM

N.T.S.





SOIL CONDITIONS	DESIGN DEPTH "D"	SOIL CONDITIONS	DESIGN DEPTH OF FOUNDATION
		SOFT CLAY ($Q_u=0.375$ TON/SF)	13'-0"
		MEDIUM CLAY ($Q_u=0.75$ TON/SF)	9'-6"
		STIFF CLAY ($Q_u=1.50$ TON/SF)	7'-0"
		LOOSE SAND ($\phi=34^\circ$)	9'-0"
		MEDIUM SAND ($\phi=37.5^\circ$)	8'-3"
		DENSE SAND ($\phi=40^\circ$)	7'-9"

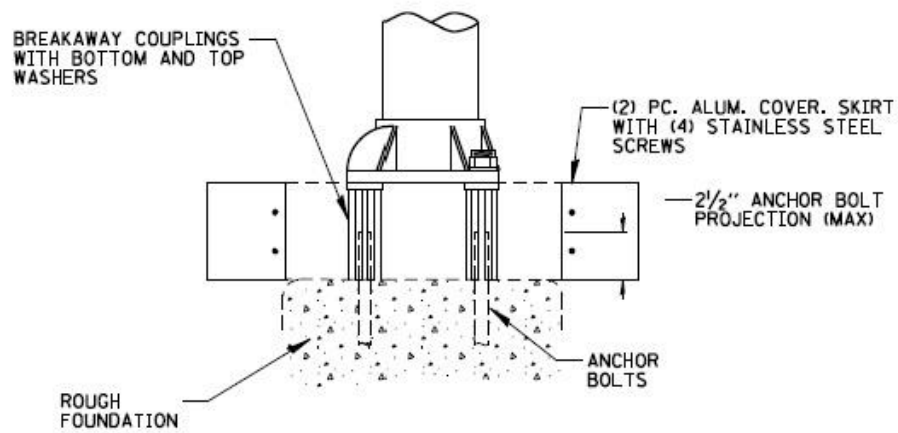
NOTES:
 1. GROUND ROD SHALL BE CAST INTO CONCRETE FOUNDATION WITH 8 FEET IN CONTACT WITH SOIL.

2. FOUNDATIONS SHALL BE VIBRATED IN ACCORDANCE WITH IDOT STANDARD PRACTICES.



CONCRETE FOUNDATION DETAIL

N.T.S.



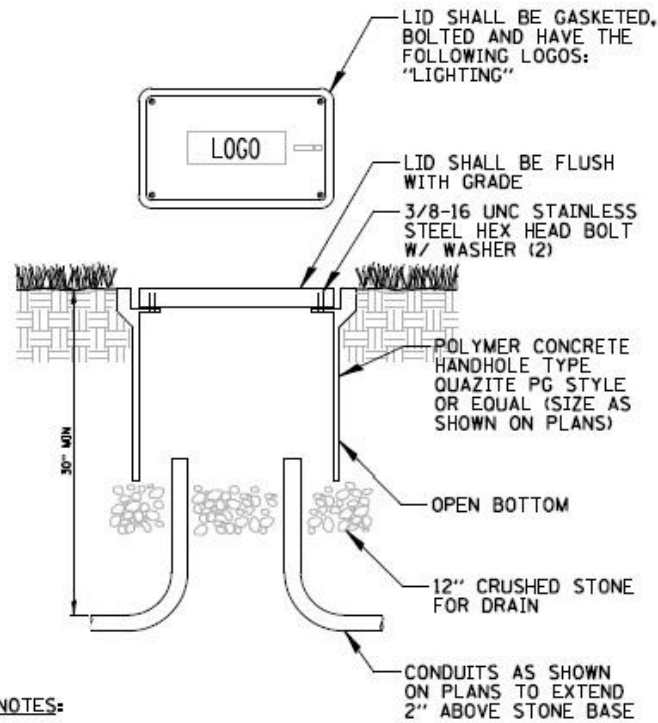
NOTES:

1. SHALL BE FACTORY PAINTED BLACK IF UTILIZED IN HISTORIC DISTRICT AND UNPAINTED IN COMMERCIAL AND COMMERCIAL COLLECTOR ROADWAYS.

BREAKAWAY COUPLING DETAIL

N.T.S.





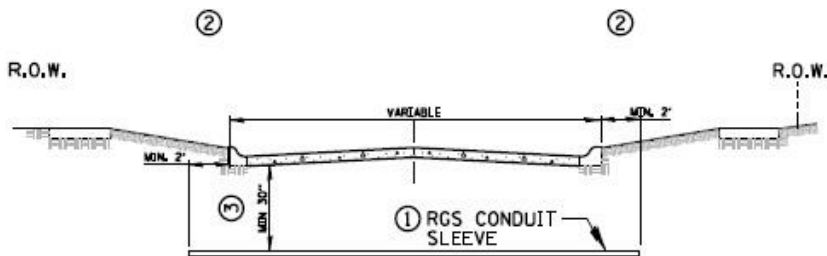
NOTES:

1. ALL SPLICES SHALL BE WATERPROOF. SEE SPLICING DETAIL.
2. POLYMER CONCRETE HANDHOLE AND LID SHALL BE GREY.
3. BOX & LID SHALL MEET/EXCEED ANSI TIER 15 LOADING REQUIREMENTS REQUIREMENTS AND BE TESTED IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI/SCTE 77 "SPECIFICATIONS FOR UNDERGROUND ENCLOSURE INTEGRITY", AND THE PROVISIONS OF PARAGRAPHS 5.2.3 AND 5.2.4 OF WESTER UNDERGROUND COMMITTEE GUIDE 3.6.

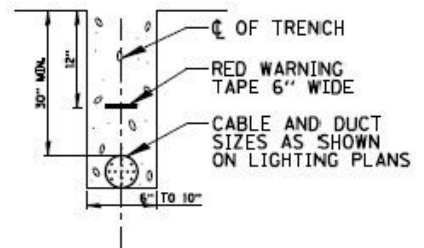
POLYMER CONCRETE HANDHOLE

N.T.S.





ROADWAY CROSSING



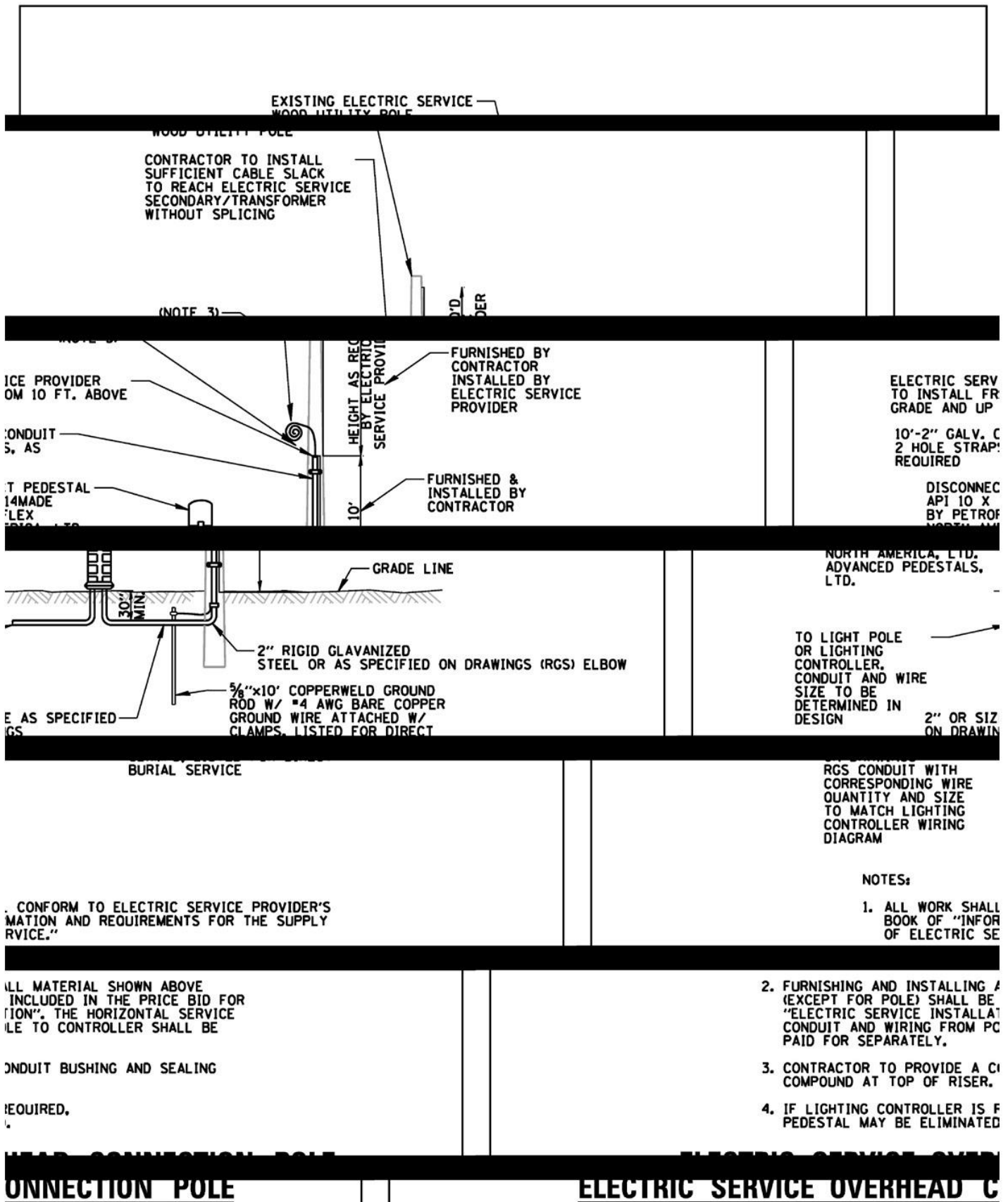
TRENCH CROSS SECTION

- ① SLEEVE SHALL BE HEAVY WALL RIGID GALVANIZED STEEL (RGS) CONDUIT.
- ② SLEEVE SHALL EXTEND A MINIMUM OF 2 FT. BEYOND BACK OF CURB.
- ③ SLEEVE SHALL BE A MINIMUM OF 30" BELOW ROADWAY OR CURB BOTTOM.

ELECTRIC CONDUIT INSTALLATION

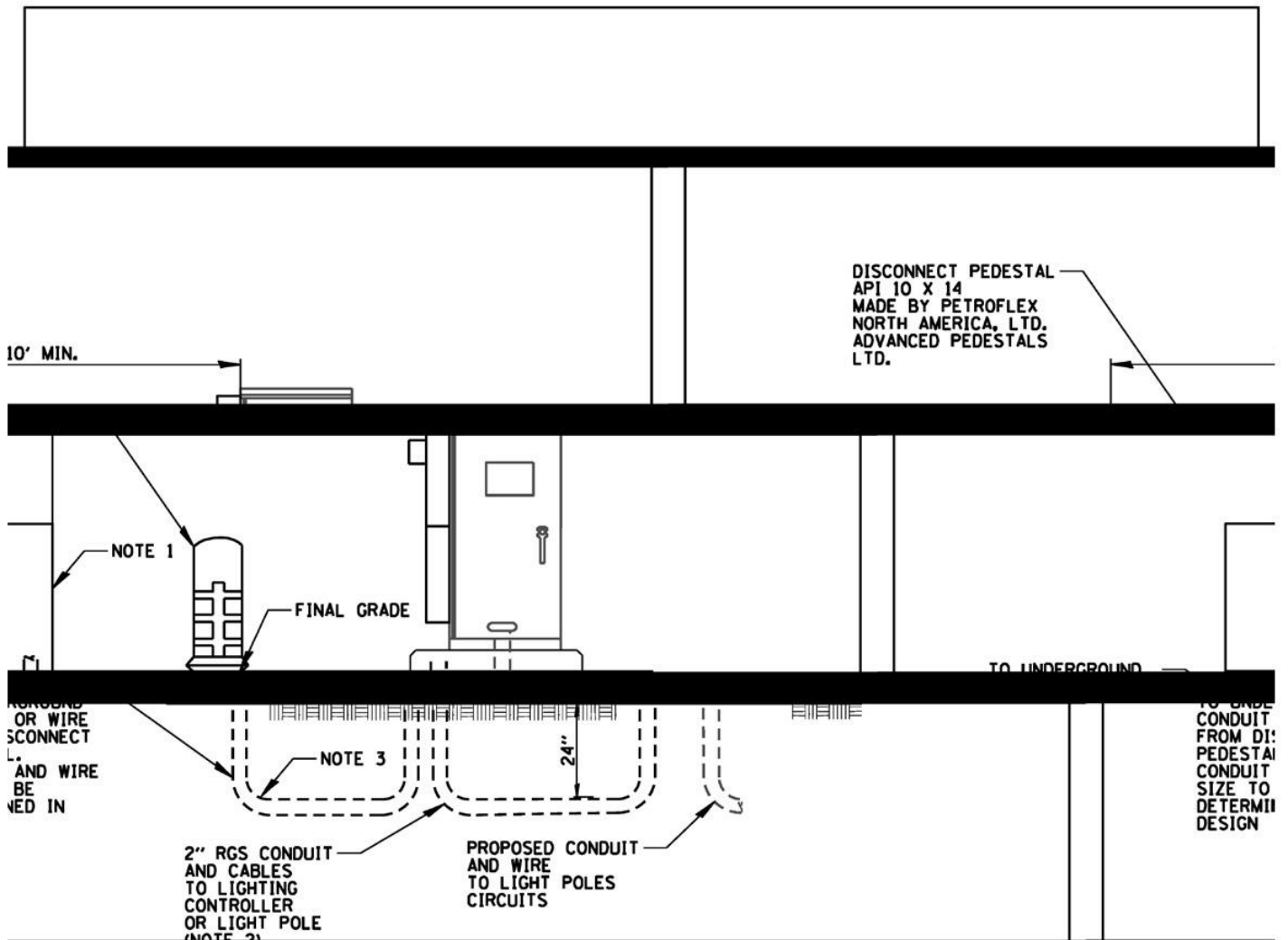
N.T.S.





CONNECTION POLE **ELECTRIC SERVICE OVERHEAD C**
N.T.S.





ROUND
OR WIRE
CONNECT
L.
AND WIRE
BE
VED IN

TO UNDER
CONDUIT
FROM DI
PEDESTAL
CONDUIT
SIZE TO
DETERMII
DESIGN

2" RGS CONDUIT
AND CABLES
TO LIGHTING
CONTROLLER
OR LIGHT POLE
(NOTE 2)

PROPOSED CONDUIT
AND WIRE
TO LIGHT POLES
CIRCUITS

NOTE 2

NOTES:

1. ELECTRIC SERVICE PEDESTAL OR TRANSFORMER LOCATED IN EASEMENT, COM ED WILL PROVIDE CONNECTORS FOR CABLES AND CONNECT CABLES WITHIN THE COM ED ENCLOSURE. COM ED WILL IDENTIFY CUSTOMER'S STREET LIGHT CABLE.
2. WIRE SIZE TO MATCH WIRE SIZE CALLED OUT IN LIGHTING CONTROLLER WIRING DIAGRAM.
3. IF LIGHTING CONTROLLER IS REQUIRED,

3. IF LIGHTING CONTROLLER IS REQUIRED,
DISCONNECT PEDESTAL CAN BE ELIMINATED.

N

**ELECTRIC SERVICE UNDERGROUND CONNECTION
TO PEDESTAL/TRANSFORMER**
N.T.S.



LE CAP
APPLIED
EALANT,
OMMODATE

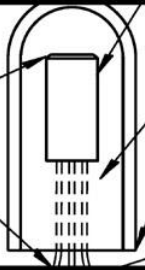
COMPRESSION TYPE
COPPER SLEEVE

HEAT-SHRINKAB
WITH FACTORY
WATERPROOF SI
(SIZED TO ACC

NUMBER OF CABLES)

TRIMMED CABLES

ELECTRIC BRANCH
CABLE (SIZE AS
NOTED ON CONTRACT



COPPER SLEEVE
(SIZED FOR ACTUAL
NUMBER OF CABLES
AND MFG. SUGGESTED
CRIMP TOOL USED)

SEALANT TAPE OR
INSERT (AROUND
AND THROUGH
CROTCH SPACE)

EXPOSED SEALANT

#10 AWG ELECTRIC

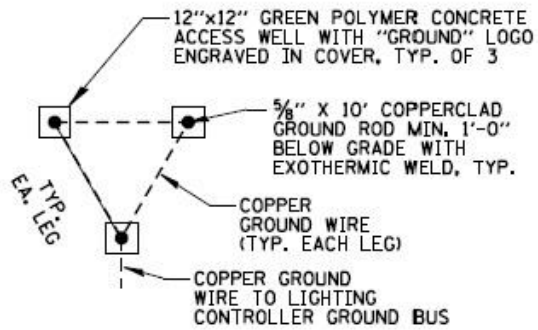
DRAWINGS)

CABLE TO LUMINAIRE

SPLICING ELECTRIC CABLE IN POLE

N.T.S.

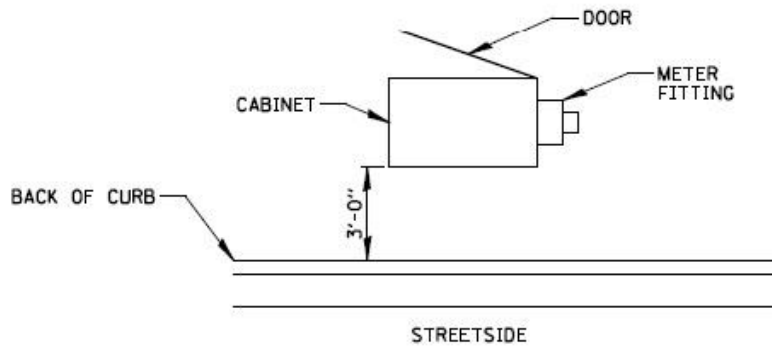




GROUND FIELD DETAIL (TYP.)

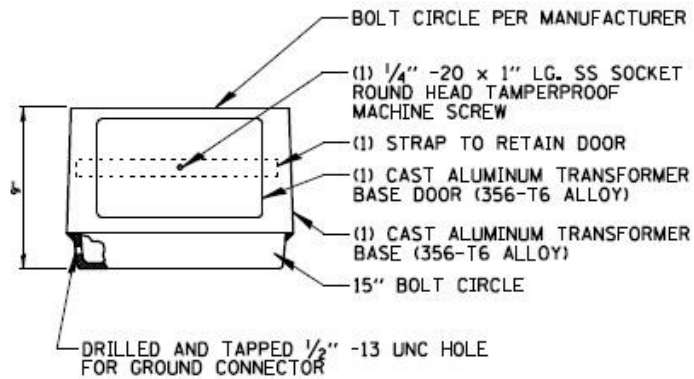
N.T.S.





CABINET METER FITTING
& DOOR ORIENTATION
N.T.S.





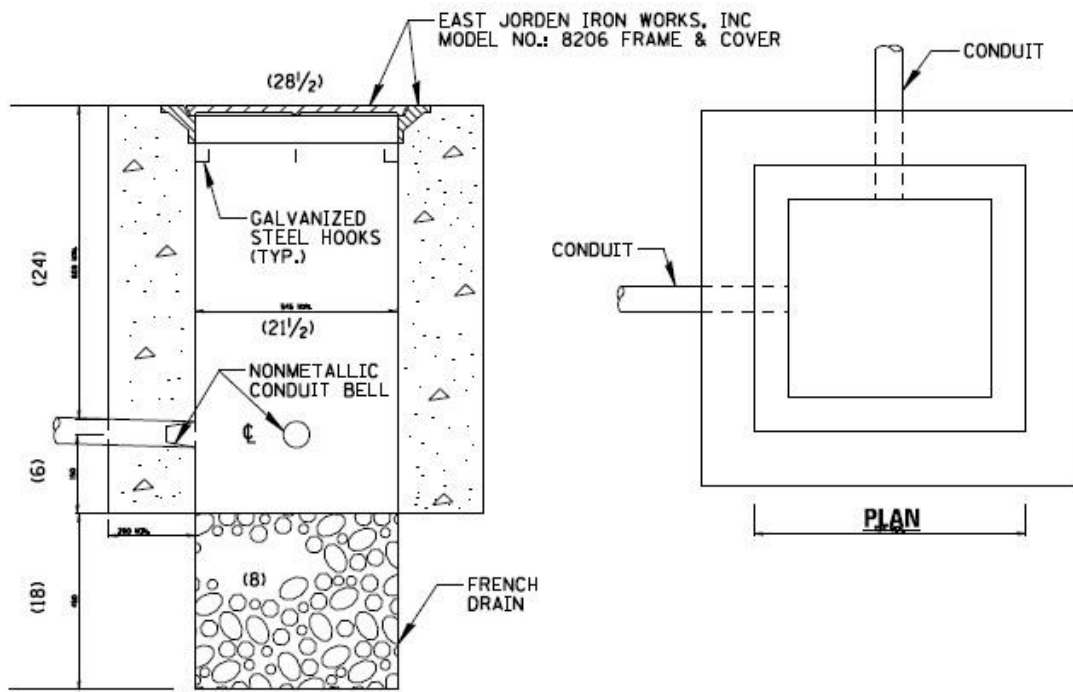
NOTES:

1. BEFORE INSTALLATION OF BREAKAWAY BASE, USER SHOULD CONSULT WITH AUTHORIZED DISTRIBUTOR REGARDING USERS PROPOSED APPLICATION, LOAD REQUIREMENTS AND INSTALLATION METHODS. FAILURES CAN RESULT FROM USERS MISAPPLICATION OR IMPROPER INSTALLATION. TO APPROACH OPTIMUM STATIC LOADS, USE THE LARGEST POSSIBLE BOLT CIRCLES. SHIMS SHALL NOT BE ALLOWED.
2. SHALL BE FACTORY PAINTED BLACK IF UTILIZED IN HISTORIC DISTRICT AND UNPAINTED IN COMMERCIAL AND COMMERCIAL COLLECTOR ROADWAYS.

BREAKAWAY TRANSFORMER BASE

N.T.S.





ELEVATION

NOTES:

- 1. ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE SHOWN.
- 2. FRAME AND COVER CAN BARE 64 KG (140 LBS.) MIN. LOAD

CONCRETE HANDHOLE

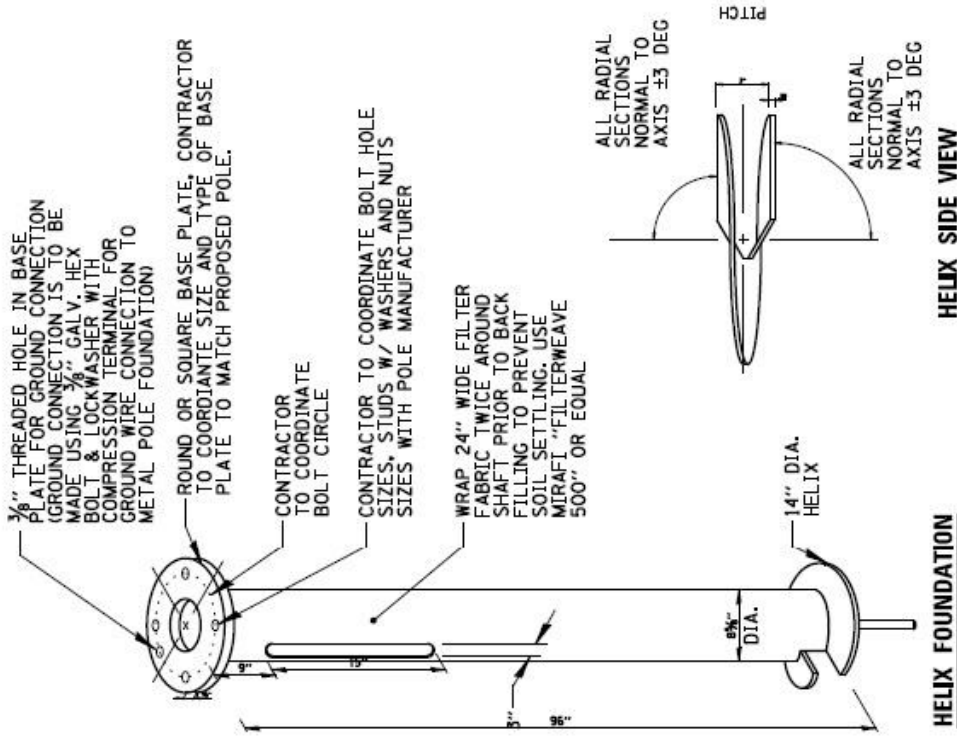
N.T.S.





NOTES:

1. FINISH: HOT DIP GALVANIZED PER AASHTO M111 (LATEST REVISION).
2. BASEPLATE TO BE PERPENDICULAR TO SHAFT AXIS (± 1 DEG) AND HOLE CENTERLINE CONCENTRIC ($\pm .188$) TO SHAFT AXIS.
3. STENCIL MIN $1/2$ IN. LETTERS MANUFACTURER'S NUMBER AFTER GALVANIZING.
4. PILOT POINT AND SHAFT AXES TO BE CONCENTRIC (± 125 FIM) AND IN LINE (± 2 DEG).
5. FLAME CUT SLOT PERPENDICULAR TO THE BASEPLATE.
6. PREHEAT, TUMBLEBLAST, HANDGRIND, AND CLEAN BASEPLATE, HELIX, AND PILOT POINT ON ALL WELDED AREAS.
7. FLAMECUT IRREGULARITIES PERMISSIBLE: (1) VALLEYS NOT TO EXCEED $1/32$ IN. BELOW NOMINAL SURFACE LEVEL, (2) PEAKS OR POSITIVE IRREGULARITIES NOT TO EXCEED $1/32$ IN. ABOVE NOMINAL SURFACE LEVEL OR INTERSECTIONS OF NOMINAL SURFACES.
8. MANUFACTURER TO HAVE IN EFFECT INDUSTRY RECOGNIZED WRITTEN QUALITY CONTROL FOR ALL MATERIALS AND MANUFACTURING PROCESSES.
9. ALL MATERIAL IS TO BE NEW, UNUSED AND MILL TRACEABLE MEETING THE FOLLOWING SPECIFICATIONS:
 - BASEPLATE: ASTM A36-(LATEST REVISION) STRUCTURAL (CONFORM TO AASHTO TECH. BUL. #270)
 - SHAFT: ASTM A252 (LATEST REVISION) GRADE 2, STEEL PIPE PILES, ALT. MATERIAL: ASTM A53 (LATEST REVISION) TYPE E OR S, GRADE B, STEEL PIPE OR ASTM A500 (LATEST REVISION) GRADE B, STRUCTURAL STEEL TUBING.
 - HELIX: ASTM A635 (LATEST REVISION) $3/8$ " THICK HOT ROLLED STEEL PLATE OR COIL.
 - PILOT POINT: ASTM A575 (LATEST REVISION) $1/4$ " DIA. HOT ROLLED STEEL BAR.
 - BOLTS: 1" DIA. HOT DIP GALVANIZED STUDS IN ACCORDANCE WITH AASHTO M314 OR ASTM F1554.
10. BASEPLATE IS PERMANENTLY STAMPED WITH MANUFACTURER'S IDENTIFICATION "ABC" IN $1/2$ " LETTERS AND DATE CODE IN $1/4$ " LETTERS.



LIGHT POLE METAL FOUNDATION DETAIL

N.T.S.

2015 LAND DEVELOPMENT CODE AMENDMENTS III

Amendment Report to the Plan Commission

Prepared by: Development Services Department

December 8, 2015

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SUBSTANTIVE AMENDMENT: LANDSCAPE AND TREE PRESERVATION AMENDMENT

The Village is proposing to amend and consolidate existing requirements and design guidelines related to landscaping and tree preservation within the Land Development Code (LDC). This section will include all applicable land development codes, design guidelines, and requirements for the landscape review process. The intent of these amendments is to make Village landscape regulations concise, consistent, and easy to follow. Furthermore, amendments have been proposed which would bring Village requirements closer in line with current community planning and landscape design standards and best practices.

In general terms, this means that the existing Section 6-305 Landscaping and Bufferyards and Section 6-305.1 Tree Preservation Standards, which jointly address the bulk of the Village's current regulations related to landscaping, landscape maintenance and tree preservation, will combine into a single section titled Section 6-305 Landscaping and Tree Preservation. This consolidation, as well as updates to the layout of the updated section, is intended to improve its legibility and simplify the process of understanding project requirements for residents, developers and Village Staff alike.

More specific changes include section re-formatting, a re-envisioning of area-specific planting requirements, and an overhaul of landscape maintenance and preservation requirements, especially as they relate to the Metropolitan Water Reclamation District's Watershed Management Ordinance (WMO). Also proposed is the concept of landscape zones, wherein a site is looked at in terms of landscape parkways, corridors, and bufferyards, foundation and interior landscaping, parking lot area landscaping, signage landscaping and stormwater management areas landscaping. Requirements for each zone are clearly detailed with both text and diagrams/tables. Finally, updated design guidelines and requirements will provide a clear vision for landscaped areas throughout the Village.

To provide consistency throughout the LDC as a result of proposed changes to Section 6-305, additional terms will be added to Section 2-102 Definitions, and minor updates will be made to permitted uses in building setback areas along streets for Sections 6-205.1 "LSPD Large Scale Planned Development District", Section 6-206 "RSB Residential And Supporting Business District", Section 6-207 "BIZ General Business District", Section 6-210 "COR Mixed Use District", Section 6-211 "ORI Mixed Use District" and Section 6-212 "VCD Village Center District".

Minor text edits will also be made to Section 6-305.1 Tree Preservation Standards, Section 6-302 “Accessory Structures and Uses”; Section 6-311 “Wireless Communication Facilities And Satellite Dishes”; Section 6-308 “Design Standards”; Section 6-406 “Sidewalks, Driveways, And Parking Lots”; and Section 5-112 Development and Subdivision Requirements” to update references. In most cases, these minor text edits change the current section title of 6-305 from “Landscaping and Bufferyards” to “Landscape and Tree Preservation.” Details of these edits are included in this amendment report below.

As this amendment is a comprehensive (i.e. complete) revision of Section 6-305 Landscaping and Bufferyards and Section 6-305.1 Tree Preservation Standards, a line by line comparison of changes would be impractical. In place of such a comparison, a comparison summary of the proposed amendments to Section 6-305 and Section 6-305.1 is provided below. See document “Section 6-305 Landscape and Tree Preservation_2015-0696” for the full text for this Section.

GENERAL FORMAT COMPARISON

Existing 6-305/6-305.1

- GENERAL
 - Purpose
 - Responsibility of Compliance
- LANDSCAPE PLAN
- BUFFERYARDS
- INTERIOR
- PARKWAYS
- PARKING LOTS
- MAINTENANCE AND PRESERVATION
- TREE PRESERVATION STANDARDS (6-305.1)

Proposed 6-305

- GENERAL
 - Purpose
 - Applicability
 - Special Conditions
- ZONES
 - Landscape Zones
- LANDSCAPE PLAN
- MAINTENANCE AND TREE PRESERVATION

PURPOSE

Existing 6-305

The purpose of this Section is to establish high standards of landscaping and buffering for all public and private properties within the Village, promote and enhance the Village's aesthetic qualities and natural heritage, and continue its reputation as an extension of the Forest Preserves. These regulations are intended to be a benefit to the owners and users of property, as an asset of the neighborhoods, and as a source of identity and pride to the Village. The requirements of this Section are also intended to promote the public health and welfare by protecting to the maximum extent possible the Village's existing landscaping and buffering and by fostering and encouraging new or increased creative and attractive landscaping and buffering. It is intended that these requirements will improve the appearance of the Village, as well as assist in the natural control of air pollution and soil conservation. Standards for the installation, and maintenance of bufferyards are also provided in this Section to ensure the compatibility of different land uses.

Proposed 6-305

The purpose of this Section is to establish meaningful standards for the design, installation, maintenance and preservation of landscaping and natural areas throughout the Village.

LANDSCAPE ZONES

Existing 6-305

n/a

Proposed 6-305

D. Landscape Zones

- 1. Landscape Parkways***
- 2. Landscape Corridors***
- 3. Landscape Bufferyards***
- 4. Foundation and Interior Landscaping***
- 5. Parking Lot Area Landscaping***
- 6. Signage Landscaping***
- 7. Stormwater Management Areas Landscaping***

RESPONSIBILITY FOR COMPLIANCE

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. NEW SINGLE FAMILY DETACHED DWELLINGS	One (1) Unit	Six (6) Units or less	Shall comply with the provisions of Sections 6-305.E Landscape Plan and 6-305.F Maintenance and Preservation
2. NEW RESIDENTIAL DEVELOPMENTS	<ul style="list-style-type: none"> • Two (2) buildable lots or more. • Three (3) units or more within a common building envelope. 	Seven (7) Units or more	Shall comply with all requirements provided in this Section, except where noted
3. OTHER	<ul style="list-style-type: none"> • New non-residential development. • New mixed-use developments. • New vehicular parking areas. • Modifications to an existing building or site (see Section 6-305.B.3 Modifications). • Any project requiring a Special Use Permit, Map Amendment, or Appearance Review, as determined by the Development Services Department. 	all nonresidential development	Shall comply with all requirements provided in this Section
4. MODIFICATIONS	Enlargement of building by more than 25%, or increase in residential units, excluding single family residential. Or natural disasters.	n/a	An existing building or site may be renovated or repaired without providing additional landscaping except when (see PROPOSED):

SPECIAL CONDITIONS

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. ADDITIONAL LANDSCAPING	Village Board may require additional landscaping or site furnishings (i.e. benches, walls, park equipment) above quantities specified herein in order to mitigate a specified problem or in order to ensure a development would be consistent with the objectives of this Section and/or adopted village policy.	The Board of Trustees may also impose conditions on the issuance of landscape plan approval. These conditions shall pertain to the external appearance of the development, and may include additional landscaping, buffering, fencing or other exterior treatment.	
2. ALTERNATIVE PLANS	Village Board may approve alternate landscape plans whose makeup may not meet the specified quantities stated herein, 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.	n/a	

ZONES - PARKWAY

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. PARKWAY TYPES	3	1	Proposed Type A, B, or C based on zoning district
2. TREE REQUIREMENTS	1 tree per 30' or 40' of frontage, depending on district	1 tree per 40' of frontage	Trees planted in tree grates (or equivalent) or lawn area, depending on Parkway Type. No evergreen allowed.
3. SHRUB REQUIERMENTS	n/a	n/a	The parkway shall be planted with grass or low ground cover, except where covered by driveway pavement, trees, tree grates, shrubs or decorative brick pavers. Other than trees, no landscaping in the parkway shall be taller than three (3) feet.
4. WIDTHS	Varies	n/a	Area located within a public right-of-way between the outer curb line and the adjacent property line not improved by street or sidewalk.
5. DIVERSITY REQUIREMENTS	Single Species = 20% max / 50% Native	Single Species = 30% Max / No Native requirement	

ZONES - CORRIDORS

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. CORRIDOR TYPES	3	n/a	Typical, Arterial and Auto-Row, based on adjacent roadway classification
2. TREE REQUIREMENTS	# trees per 100' of frontage, independent of width	n/a	Typical = Existing 10' "B" Bufferyard Arterial = Existing 15' "C" Bufferyard Auto-Row = Existing 10' "A" Bufferyard
3. SHRUB REQUIERMENTS	20 per 100' for Auto-Row Only	n/a	No shrubs required in proposed Corridor, except Auto-Row Corridor
4. WIDTHS	Varies	n/a	Area comprises the length of frontage from property line to property line and width of a parcel from the parkway to the edge of the foundation plantings along the façade of the principal structure.
5. SPECIAL CONDITIONS	New Residential Rear and Side Yard Corridors: Where the rear or side yard of a new residential development borders public streets, the following requirements shall apply:	n/a	<p>The plant material requirements detailed in "Typical Landscape Corridors" shall be installed along the entirety of the rear or side yard that adjoins a public street. Refer to Table 6-305.D.3.b (A) for planting requirements.</p> <p>A uniform fence shall be installed along the entirety of the rear or side yard that adjoins a public street. Fencing shall comply with the requirements set forth in 6-310 Fences.</p> <p>Small infill projects in established areas adjacent to public streets shall follow the existing pattern of rear yard screening, as determined by the Development Services Department.</p> <p>The location of plant materials and fences shall be determined by the Development Services Department.</p>

ZONES – BUFFERYARDS

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. BUFFERYARD TYPES	3	17	TYPE 1, 2 and 2a VS. A10,15,20/ B10,15,20/ C15,20,25/ D30,40,50,60/ E30,40,50,60
2. LAND CATEGORIES	2	11	Residential, Non-Residential VS. DU/det, DU/att, Com, Off, Ind, Govt./Inst., Historic, Res, Non-Res, Arterial, Collector
3. PERMUTATIONS	3	77	TYPE 1 Bufferyard = Existing 10' "B" Bufferyard (rounded up) TYPE 2 Bufferyard = Existing 15' "C" Bufferyard (rounded up) Bufferyards A, D, E are removed
4. WIDTHS	2	8	10', 15' VS. 10', 15', 20', 25', 30', 40', 50', 60'

ZONES – PARKING LOT AREA

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. PERIMETER SCREENING APPLICABILITY	>7 spaces	all	
2. SCREENING REQUIREMENTS	10' bed with a mix of evergreen and deciduous plantings, seventy-five (75%) coverage and which will attain a minimum height of three (3) feet within three (3) years.	Evergreen plantings that will attain a height of (3) feet within (3) years or provide a (3) foot berm or low wall/fence.	
3. ISLAND APPLICABILITY	1 detached per 10 spaces	1 per 7 spaces	
4. ISLAND DIMENSIONS	Match single adjacent parking space, min 162 sf Min depth = 3'	Varies: 300 sf; 200 sf, 10' wide; Match adjacent parking space	Average minimum parking island area for 13 area villages surveyed was 169 sf. Village parking space min 16'x9' = 162 sf
5. ISLAND LOCATION	At end of each row; can be consolidated	at the end of each row of parking stalls or as otherwise approved; consolidation unclear	
6. PLANT REQUIREMENTS	Min 1 Shade Tree (mulched) + live plant cover 60% remaining island	1 tree and 1 shrub per 200 sf	

ZONES – FOUNDATION and INTERIOR LANDSCAPING

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. FOUNDATION WIDTH	10' Frontage 7' non-frontage	10' frontage	
2. PERCENT COVERAGE	100% Frontage 50% Non-Frontage	70% frontage	
3. PLANTING COVERAGE	At least 75% of the required foundation planting area shall be occupied with live landscaping within three (3) years of initial planting installation	n/a	
4. PLANT REQUIREMENTS	1 ornamental and 16 shrubs per 100' building face; Continuous combination of trees, shrubs, native materials, grasses, perennials and groundcovers	n/a	
5. BED LOCATION	Within 25' of building face	n/a	
6. EXCEPTION	Attached dwellings that share a common wall with one (1) other dwelling unit (duplex) are exempt from foundation landscaping requirement.	n/a	

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. INTERIOR PLANTINGS	A minimum of one (1) tree is required per dwelling unit for multi-family residential development, one (1) tree per 10,000 square feet of lot area for commercial/office development, and one (1) tree per 25,000 square feet of lot area for industrial development.	SAME	
2. OTHER	For single-family and multi-family developments with more than one (1) structure, the open space between buildings should be landscaped to provide: screening of adjacent dwelling units, screening and shading to improve energy efficiency, and a visually appealing living environment. Landscape features such as trees and shrubs, groundcovers, flowering annuals and perennials, permitted natural landscaping areas, BMPs and berming should be used as appropriate to enhance the overall appearance and function of the open space area.	n/a	

ZONES – SIGNAGE LANDSCAPING

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. WIDTH	5' wide on average	n/a	
2. COVERAGE	All new permanent ground signs, or existing ground signs where the external structure is modified, 50% coverage of bed	Freestanding signs for commercial buildings over 500,000 square feet, landscaping must be provided along fifty percent (50%) of the base of the sign.	
3. PLANTS	Vegetation should have year-round interest and should include shrubs, native grasses, perennials or groundcover, excluding turf grass. Plantings should be large enough to cover or soften the base of the sign without blocking the sign copy.	n/a	
4. PLAN REQUIREMENTS	comply with landscape plan requirements listed in Section 6-305.E.2.a through Section 6-305.E.2.e	n/a	

ZONES – STORMWATER MANAGEMENT AREAS LANDSCAPING

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. MAINTENANCE PERIMETER	15' / less than 5% grade No turf grass within 25' of high water mark	15' / 4:1 grade	
2. PLANTING REQUIREMENTS	100% native trees, shrubs, etc 1 tree per 100' 1 understory per 200' 3 shrubs per 50'	"native natural plant growth" = biologs, aquatic plants, wattles, natural native grasses, tri lok, and vegetated geogrids	
3. OTHER REQUIREMENTS	2,5,10,25 year hydro-period M&M Plan WMO Permit (where applicable)	See 6-409	
4. MAINTENANCE	Section 6-305.F.2 Naturalized Landscaping Area Management Standards	See 6-409	

LANDSCAPE MAINTENANCE STANDARDS

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. MAINTENANCE OBLIGATION	Binding, continuous maintenance	same	
2. NATURALIZED LANDSCAPE	M&M Plan (use template), WMO permit if applicable;	Not expressly stated in Section	
3. LETTER OF CREDIT	LOC term to match M&M Plan	Not expressly stated in Section	Proposal separated site landscaping and naturalized landscape letter of credit amount.

TREE PRESERVATION STANDARDS

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. COMPLIANCE, FEES, REPLACEMENT REQUIREMENTS, PROCEDURES TO OBTAIN PERMIT, FINAL INSPECTION, EXCEPTIONS AND CIVIL REMEDIES	SAME	N/A	No changes were made to these topics
2. PRUNING	See Notes	<p>Tree pruning, done in order to remove dead branches or to 'limb up' the tree is permitted without a permit.</p> <p>Tree topping, or the removal of the tree central leader, is not permitted on any parkway tree, heritage tree, or conservation easement tree.</p>	<ul style="list-style-type: none"> • Tree pruning, done in order to remove dead branches or to 'limb up' the tree is permitted without a permit. If limbed up, a tree should be pruned gradually so that an unbranched trunk of a tree is never more than one-third (1/3) the total height of the tree. • Tree topping, or the removal of the tree central leader, is not permitted on any parkway tree, heritage tree, or conservation easement tree. • No more than twenty-five percent (25%) of a single tree's canopy shall be removed in any one (1) year.

RECOMMENDED PLANT SPECIES LIST

ITEM	PROPOSED	EXISTING	REVIEW NOTES
1. PLANT LIST	Includes Canopy and Ornamental Trees, Shrubs, Perennials. Groundcovers and Unacceptable Species	Only Included Trees for Parkways and Prohibited Trees	<ul style="list-style-type: none"> • Revised the common name of <i>Picea glauca</i> to Black Hills Spruce. • Added Limber Pine (<i>Pinus flexilis</i>) to the Evergreen Trees list. • Removed American Corktree and Common Hoptree – these are extremely difficult to locate. • Removed <i>Acer ginnala</i>, Amur Maple is on the Illinois Invasive Tree List. • Removed <i>Cotoneaster multiflorus</i> and <i>Tamarix ramosissima</i> due to extremely limited availability. • Added <i>Spiraea</i> spp. and <i>Kerria japonica</i> to the Small Deciduous Shrub list

SUBSTANTIVE AMENDMENT: STREET LIGHTING CODE AMENDMENT

The Village is proposing to amend the existing requirements specified in Section 6-407 Street Lighting of the Land Development Code (LDC). See below for a summary and amended version of this Section. See document “Section 6-407 Street Lighting_2015-0696” for full Section text, including diagrams.

Street Lighting Code amendment summary:

- Inclusion of LED lighting fixtures as the required light type. Fluorescent fixtures are no longer allowed. Previous code made no mention/allowance of LED lights & VOP is retrofitting LED fixtures to all lights in the Village in need of major repair or replacement.
- Updated specifications for manufacturer brand/model of current light system materials. This is necessary to ensure consistency and compatibility with all lights throughout the Village, to reduce inventory requirements. In other words, it’s inefficient and difficult to maintain thousands of lights in the Village that do not have a high level of interchangeability.
- Updated specifications for manufacturer brand/model of wiring system materials to ensure consistency and quality.
- Various updated standard details for typical installation requirements of lighting system components.

Section 6-407 Street Lighting

- A. Street Lighting Standards. ~~All subdivisions, except for the Historic District and the Village Center District,~~ *All developments shall meet the following minimum standards for providing public street lighting*
1. ~~All subdivisions~~ *developments* shall submit public improvement & development plans that incorporate a proposed street lighting system to the Director of ~~Engineering~~ *Development Services or designee*. The street lighting plan shall show the location and direction of the pole *and* mast arm, and the proposed routing of the electric cable and duct. (Ord. 2570 - 5/2/94)
 2. ~~A 250 watt luminaire, high pressure sodium vapor color corrected lamp~~ *An LED luminaire* shall be placed at all ~~intersections of~~ *intersecting* public streets, *which intersect* with major county or state highways and/or major streets. *Street lights shall be singularly controlled with photo control cells attached to, and shall be an integral part of, the luminaire. The control cell shall be similar to that manufactured by Precision, catalog no. P26-275, or current Precision equivalent.*
 3. ~~A 150 watt luminaire, high pressure sodium vapor color corrected lamp~~ *An LED luminaire*, ~~high pressure sodium vapor color corrected lamp~~ shall be placed at all cross or "T" intersections and at the end of streets and cul-de-sacs. ~~A 150 watt luminaire~~ *An LED type luminaire* shall be placed at mid block of all blocks, at a distance not to exceed 500 feet between ~~lamps~~ *installations*. ~~A 150 watt luminaire~~ *An LED type luminaire* shall also be placed at all major curves in street alignment.
 4. Mounting height shall be thirty (30) feet for all poles, except by approval from the ~~Department of Engineering~~ *Development Services Department*.
 5. All electric cable shall be placed underground in a unit duct. Each light shall have a single feed from the light standard to the point of connection to Commonwealth Edison electric lines. The single feed shall run through an above grade secondary electrical pedestal disconnect (API 10x14 *or approved equal*), ~~or equal~~. (See ~~Exhibit 1 on page VI-407-9~~) *The feed* disconnect should have a buss inline link with crimp terminals ~~&~~ *and* Cooper-Bussman rubber boots (IA0512 *or equal*) ~~or equal~~ in the disconnect pedestal. The feed line from Commonwealth Edison pedestal to ~~API~~ *the* secondary disconnect pedestal shall be piped with rigid

PVC conduit (schedule 40) with two (2) 90 degree elbows (See Exhibit 2 on page VI-407-10). (Ord. 3837 - 12/1/03)

6. *For developments where there is limited access to individual Commonwealth Edison pedestals, the use of a centrally located lighting controller cabinet will be allowed. The controller shall be powered by one single point electric service at 120/240V, 1Ø, 3 wire underground service. The lighting controls shall be installed within a ground mounted NEMA 3R, green-painted aluminum IDOT Type 3 locking cabinet. The individual light standards shall be connected to the lighting controller via alternating branch circuits. The control itself shall consist of a mechanically-held contactor which is automatically controlled via a controller-mounted photocell with a manual "Hand-Off-Auto" switch and individual branch circuits. Various controls shall be as shown in the standard details at the end of this section.*
7. After completion of the street lighting system, all ~~subdivisions~~ *developments* shall submit to the Village Engineer *or designee*, a set of "As Built" drawings showing the routing of electric cable, mounting height, ~~bracket size length,~~ *bracket size length, luminaire size (in wattage) wattage and actual locations of each light standard, disconnect pedestal,* and point of connection to Commonwealth Edison *electric lines*. The Village Engineer *or designee* shall inspect the system for conformance to the standards set out in this ~~section~~ *document*. The Village Engineer *or designee* may accept the system after all the deficiencies are corrected, ~~or may accept strictly the bulb maintenance until such time when the underground utilities are accepted.~~ *If the Village Engineer accepts strictly the bulb maintenance, the developer shall be responsible for damage that occurs to the street lighting system.*

B. Light Standards and Bracket.

1. *The complete standard shall be the type manufactured by the HAPCO Company or Valmont Industries, Inc. as shown in the standard details, no exceptions. The pole size, bracket size, and applicable catalog/part numbers are to be clearly shown on the development plans and applicable catalog cut sheets are required. The mounting heights shall be thirty (30) feet for all developments.*
2. ~~The complete standard shall be identical to the type manufactured by the HAPCO Company, as shown in Exhibit STR-05, or an equivalent type approved by the Village Engineer. The pole size, bracket size, and catalogue numbers are to be shown on~~

~~the streetlight plans. The mounting heights shall be thirty (30) feet for all subdivisions.~~

2. Each light standard shall be a one-piece, seamless, round tapered tube of alloy 6063, hollow shaft, with attached bracket arm and all accessories described ~~below herein~~. *The pole shall have a 0.188 inch wall thickness. The pole shall be fully heat-treated along its entire length post- welding of the base flange, to produce the required T6 temper*
3. *The metal pole foundations shall be in accordance with Sections 836 and 1070 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition.*
4. Welding shall be done by the inert gas shielded metal arc method with consumable electrode. Aluminum alloy 4043 electrode shall be used.
5. The base flange for the attachment of the shaft to the foundation shall be a one-piece cast socket of aluminum alloy 356. The flange shall be joined to the shaft by means of complete circumferential welds, externally at the top of the flange & *and* internally at the bottom of the shaft tube. The bolt holes shall be capable of containing 1" *inch* anchor bolts with a specific bolt circle diameter of 11-1/2 *inches* ~~as indicated in Exhibit STR-06~~. The base shall have an opening of such size as will permit easy entry of all conduit..
6. An ornamental cap of aluminum alloy shall be provided with each shaft. The cap shall be fastened to the shaft by means of a stainless steel screw.
7. The pole shaft shall include a 4 *inch* by 6 *inch* reinforced handhole centered 18 *inches* above the bottom of the shaft. Handholes are to be located 90 degrees clockwise from the plane of the bracket arm as viewed from the top. ~~A cover with stainless steel attachment screws shall be provided for the handhole~~. The opening for the handhole shall be oval in shape and measure 4 *inch* by 6 *inch*, with the major dimension along the vertical axis. The hole in the shaft wall shall be reinforced with a frame of aluminum alloy 356-T6, which shall project slightly beyond the wall interior and be completely joined to the *interior and exterior of the* shaft with a fillet of which the minimum size shall be 5/16 *inch*. The opening shall be protected by a snug-fitting cover attached ~~by means of the~~ *with* two stainless steel hex head screws. The external contour of the reinforcing frame and cover shall be curved to conform to the roundness of the shaft. The cover shall have a surface finish similar to the shaft.
8. Each pole shall contain an internal lug with a 3/8 *inch* diameter hole for the purpose of attaching a grounding connector.
9. The bracket arm shall be the truss type of design with an upper and lower member joined near the luminaire end of the arm and

braced with a vertical strut. The upper member shall be the continuous *or* wiring member and shall be a tapered tube *that is* ovalized at the pole shaft end, with the major dimension of the oval in the horizontal plane. Tube nominal wall thickness shall be 1/8 *inch*. The lower member shall be standard *circular* pipe. Both upper and lower members shall be attached to the pole shaft with 1/4 *inch* thick wrought, *curved* plates. *Plates shall be welded to the members.* The upper attachment shall be made with four 1/2 *inch* aluminum bolts, nuts and *lock* washers. The lower attachment shall be made with two 3/8 stainless steel bolts ~~and blind nuts which have been installed in the pole shaft in the factory.~~ *Blind nuts shall be factory installed in the pole shaft.* Wiring at the upper attachment shall be through a ~~grommetted~~ 1-1/4 *inch* diameter hole *with appropriate grommet*. The material of the main bracket members and their attachment plates shall be alloy 6063-T6. The bracket arm shall incorporate a 2 *inch* pipe size slip-fitter tenon at least 6 *inches* long

10. ~~The bracket arm shall be supplied with fabricated aluminum brackets welded to the arm. The fastening of the arm to the pole shall be with bolts, nuts, and lock washers, and/or with bolts and rivets.~~ The bracket arm shall be of such length as will provide for the attaching of a light fixture twelve (12) feet from the shaft at all pole locations, on all equipment and materials.
11. A set of four threaded 1 *inch*-8 NC steel anchor bolts, minimum 40 *inches* in length, with a 12 *inch* minimum length of hot-dipped ~~galvanized~~ *galvanizing* at the threaded end, shall be provided for anchoring the base to the concrete foundation. The bolts shall include a 4 *inch* right-angle hook at the unthreaded end and 6 *inches* of thread on the threaded end. A galvanized nut, lock washer and flat washer shall be supplied with each anchor bolt. Four anchor bolt covers of aluminum alloy 43 ~~and~~ *with* stainless steel screws for their attachment, shall be provided.
12. All nuts, bolts and washers used in the ~~fabrication~~ *assembly* of the pole shall be ~~Grade 18-8 300 series stainless steel aluminum alloy 2024-T4 with Alumilite No. 204 finish, or aluminum alloy 6061-T6,~~ except for anchorage hardware *as indicated in the Light Standard Detail, and* excepting the foundation anchor bolt hardware.
13. The pole shaft shall be provided with a satin finish accomplished by mechanical rotary grinding. The bracket arms shall be provided with a satin etched finish. All materials shall be ~~cleaned and~~ *clean*, free from dents and ~~unsightly scratches~~ *gouges*. No surface preparation or painting of any type shall be ~~required~~ *performed on the assembly components* at the time of installation.
14. Raceway openings shall be free from burrs and rough edges that may ~~be injurious to the wires, fitted with a rubber grommet.~~

injure the installer and the wiring. Openings and shall be fitted with a rubber grommet.

15. *In areas where breakaway devices are required, these devices shall be by means of breakaway couplings and aluminum shrouds or transformer bases as shown in the Standard Details.*

~~C. **Luminaire, High Pressure Sodium Vapor, Mast Arm Mounted.** High pressure sodium vapor luminaires designed for mast arm mounting, with lamp and built in ballast, shall be constructed as follows:~~

- ~~1. **General:** The luminaire shall provide efficient, even illumination, and shall be optically sealed, mechanically strong and easy to maintain. The reflector, mounting adjustments, wiring terminals, and the ballast components shall be readily accessible. When closed for operation, the optical assembly shall be adjustable for +3 degrees to the pipe arm axis and transverse to the roadway and to any degree of adjustment perpendicular to the pipe arm axis and longitudinal to the roadway. The luminaire shall have a pipe arm barrier to limit the amount of insertion. The optical assembly shall have a built-in tilt of 10 degrees from the horizontal. The refractor shall be held in such a manner as to allow for expansion and contraction of the glass refractor. The terminal board shall be equipped with pressure type connectors. The luminaires shall be shipped in adequate containers to insure their delivery in good mechanical condition and without damage to the finish.~~
- ~~2. **Photo Control Cell:** Street lights shall be controlled singular with Photo Control Cells attached to, and a part of the luminaire. The photo control cell shall be the same as the type manufactured by Precision as Catalog No. P26-275. The photo control cell shall be an integrated part of the luminaire.~~
- ~~3. **Luminaire:** The luminaire shall be the same as the type manufactured by General Electric as noted below, or an equivalent type approved by the Village Engineer. The luminaire shall be a 150 or 250 watt cutoff luminaire in accordance with Subsections A(2,3) of this Section, with attached photocell. The high pressure sodium bulb shall be the same type as that manufactured by General Electric, referred to as LUCALOX, as noted below and shall be included with the luminaire.~~

~~**GENERAL ELECTRIC CAT. NO.* WATTAGE BULB CAT. NO.* VOLTAGE**~~

M-250A2 C642N502 — 150 watt — LU150/55 — 120 volt

~~[specs for 250 watts reserved.]~~

~~* Catalog numbers are subject to change.~~

C. Luminaire, LED Type, Mast Arm Mounted- Residential Public Roadway

*LED Lighting Requirements for Typical Residential Public Roadways
Performance Criteria*

LUMINAIRE REQUIREMENTS	
<i>Maintenance</i>	<i>Tool-less, Entry Gasketed and Sealed and UL Listed for Wet Locations</i>
<i>Light Source & Drivers</i>	<i>RoHS and DLC Compliant</i>
<i>Operating Temperatures</i>	<i>-20°C to +40°C</i>
<i>Internal Connections & Components</i>	<i>Preassembled and Prewired Using Modular Electrical Connections</i>
<i>Minimum Life Expectancy</i>	<i>50,000 Hours</i>
<i>Voltage Fluctuations</i>	<i>+ or – 10%</i>
<i>Housing Finish Color</i>	<i>Gray, ASTM Rating of Six per D1654 after 1000 Hours</i>
<i>Tenon Nominal Pipe Size (Inches)</i>	<i>2"</i>
<i>Maximum Luminaire Weight (lb)</i>	<i>75 lb.</i>
<i>Nominal Luminaire EPA (ft²)</i>	<i>40 ft²</i>
<i>Nominal Input Voltage (V)</i>	<i>120V or 240V</i>
<i>ANSI Vibration Test Level</i>	<i>Level 1 (Normal)</i>
<i>Identification</i>	<i>External Labeling per ANSI C136.15 & 22</i>
<i>Optics</i>	<i>Type 3, Flat Glass</i>
<i>Mounting Method</i>	<i>Swivel-Tenon/Mast Arm</i>
<i>Driver</i>	<i>Control Signal Interface</i>
<i>Nominal BUG Ratings</i>	<i>B3-U0-G3</i>
<i>Make/Model of LED Light Source(s)</i>	<i>Cree, Philips, Lumiled, Nichia</i>
<i>Make/Model of LED Driver(s)</i>	<i>Advance, Philips or Equal</i>
<i>Dim-ability</i>	<input checked="" type="checkbox"/> <i>Dimmable 7 pin photo cell receptacle</i> <input type="checkbox"/> <i>Not dimmable</i>
<i>Electrical Immunity System Failure</i>	<i>No Possible Disconnect</i>
<i>Thermal Management</i>	<i>No Moving Parts</i>
<i>Warranty Period (yr)</i>	<i>10 Year</i>

<i>Buy America Compliance</i>	<i>NEMA listed company (provide copy of compliance document)</i>
<i>Design Lights Consortium Compliance</i>	<i>Yes (Provide documentation verifying product listing on DLC's website)</i>
PARAMETERS	
<i>Lamp Lumen Depreciation</i>	<i>0.70</i>
<i>Initial Input Power (W)</i>	<i>170W</i>
<i>Maintained Input Power (W)</i>	<i>170W</i>
<i>Initial LED Drive Current (mA)</i>	<i>530 min.</i>
<i>Maintained LED Drive Current (mA)</i>	<i>530 min.</i>
<i>CCT (K)</i>	<i>4000</i>
<i>S/P ratio</i>	<i>0.9</i>

D.. Luminaire, LED Type, Mast Arm Mounted- Commercial Public Roadway

*LED Lighting Requirements for Commercial and Collector Public Roadways
Performance Criteria*

LUMINAIRE REQUIREMENTS	
<i>Maintenance</i>	<i>Tool-less, Entry Gasketed, Sealed and UL Listed for Wet Locations</i>
<i>Light Source & Drivers</i>	<i>RoHS and DLC Compliant</i>
<i>Operating Temperatures</i>	<i>-20°C to +40°C</i>
<i>Internal Connections & Components</i>	<i>Preassembled and Prewired Using Modular Electrical Connections</i>
<i>Voltage Fluctuations</i>	<i>+ or – 10%</i>
<i>Housing Finish Color</i>	<i>Gray, ASTM Rating of Six per D1654 after 1000 Hours</i>
<i>Tenon Nominal Pipe Size (Inches)</i>	<i>2"</i>
<i>Maximum Luminaire Weight (lb)</i>	<i>75 lb.</i>
<i>Nominal Luminaire EPA (ft²)</i>	<i>40 ft²</i>
<i>Nominal Input Voltage (V)</i>	<i>120V or 240V</i>
<i>ANSI Vibration Test Level</i>	<i>Level 1 (Normal)</i>
<i>Identification</i>	<i>External Labeling per ANSI C136.15 & 22</i>
<i>Optics</i>	<i>Type 3, Flat Glass</i>
<i>Mounting Method</i>	<i>Swivel-tenon/Mast Arm</i>
<i>Driver</i>	<i>Control Signal Interface</i>
<i>Nominal BUG Ratings</i>	<i>B3-U0-G3</i>

<i>Make/Model of LED Light Source(s)</i>	<i>Cree, Philips, Lumiled, Nichia</i>	
<i>Make/Model of LED Driver(s)</i>	<i>Advance, Philips or Equal</i>	
<i>Dim-ability</i>	<input checked="" type="checkbox"/> <i>Dimmable 7 pin photo cell receptacle</i>	<input type="checkbox"/> <i>Not dimmable</i>
<i>Electrical Immunity System Failure</i>	<i>No Possible Disconnect</i>	
<i>Thermal Management</i>	<i>No Moving Parts</i>	
<i>Warranty Period (yr)</i>	<i>10 Year</i>	
<i>Buy America Compliance</i>	<i>NEMA listed company (provide copy of compliance document)</i>	
<i>Design Lights Consortium Compliance</i>	<i>Yes (Provide documentation verifying product listing on DLC's website)</i>	
PARAMETERS		
<i>Lamp Lumen Depreciation</i>	<i>0.63</i>	
<i>Initial Input Power (W)</i>	<i>200W max.</i>	
<i>Maintained Input Power (W)</i>	<i>200W max.</i>	
<i>Initial LED Drive Current (mA)</i>	<i>530</i>	
<i>Maintained LED Drive Current (mA)</i>	<i>530</i>	
<i>CCT (K)</i>	<i>4000</i>	
<i>S/P ratio</i>	<i>0.9</i>	

E. Foundation.

1. **Pole Foundation.** Pole foundations shall be constructed with a reinforced concrete foundation with dimensions required by the type of soil as shown on the soil tests and borings. ~~Exhibit STR-06 indicates~~ *Standard Details indicate* minimums for concrete foundation construction.
 - a. Foundations shall include a cage made of #3 and #5 reinforcing bars. The cage shall be 16 *inches* in diameter. There shall be ~~6- six~~ #5 bars, ~~5- five~~ feet in length, welded to ~~6- six~~ #3 bars which shall be spaced 12 *inches* O.C. and shall be formed into a 16 *inch* diameter circle.
 - b. Foundations shall also contain a 5/8 *inch* diameter by 10 *foot length* grounding rod ~~and which~~ shall be attached to the internal grounding lug located within the pole by clamps *suitable gauge* electrical grounding wire.
 - c. *In areas where conventional concrete foundations cannot be utilized because of soil conditions or utility conflicts, the use of metal helical screw-in type foundations may be utilized with written approval from the Village Engineer or*

designee. The Standard Details identify the minimums required.

~~E. **Material.** The concrete shall be Class X complying with Section 504 of the Standard Specifications. A 6 bag mix shall be used for the concrete foundation. The reinforcement bars shall comply with Section 512 of the Standard Specifications. Anchor bolts, nuts and washers shall comply with the requirements of A.S.T.M. Designation A307. If the hook type anchor bolt is used, the hook shall be made by hot bending the bolt. The projecting portion of the anchor bolt and the nut and washer shall be treated by the hot dipped galvanized method in accordance with A.S.T.M. Designation A153. The raceway shall be a 2" straight conduit of rigid plastic.~~

2. ***Materials.** The concrete shall be Class SI complying with Section 503 of the IDOT Standard Specifications for Road & Bridge Construction, latest edition. The reinforcement bars shall comply with Section 508 of the Standard Specifications. The raceway shall be a 2 inch diameter straight conduit of rigid plastic.*

~~F. **Construction Method.** The hole for the foundation shall be made by drilling with an auger. The foundation shall be cast in-place and allowed to cure for fourteen (14) days before the light pole standard is erected. Concrete shall be deposited against the soil. If soil conditions require the use of a liner to form the hole, the liner may be withdrawn as the concrete is deposited with the approval of the Village Engineer. The top of the foundation shall be constructed level so that no shims or other leveling device will be needed to set the light standard plumb on the foundation.~~

3. Construction Method.

a. The foundation excavation shall be made by augering. The foundation shall be cast-in-place and allowed to cure for at least fourteen (14) days prior to erecting the light pole standard. Concrete may be deposited against the soil. However, if soil conditions require use of a liner to form the hole, the liner may be withdrawn as the concrete is placed, with the approval of the Village Engineer or his designee. The top of the foundation shall be struck-off precisely level, to preclude the use of shims or other leveling means such as spacing washers, in order to allow plumb placement of the light standard atop the foundation surface.

b. Metal pole foundations shall be in accordance with Section 836 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition.

F. **Electric Cable 600 Volt, Plastic Insulated Materials.** The electric cable shall comply with the ASTM Standards (latest edition), ~~cited by the Designation Number, and to~~ *and shall comply with* the Insulated Power Cable Engineers Association Standards cited by the paragraph or table number in I.P.C.E.A. Pub. S-61-402 (latest edition).

1. ~~The conductors shall be a minimum of No. 10 AWG size using XLP or ERP in the light standard. When not within the light standard, the wire shall be a minimum of No. 8 AWG using XLP or ERP. (Ord. 3837 12/1/03)~~

2. ~~The wiring in the light standard shall have a 10 amp in line fuse, FNM 10, and shall meet the specifications using an inline breakaway fuse holder with crimp terminals with rubber boots. The neutral shall have a Bussman identified solid neutral fuse holder and crimp terminals with rubber boots. (Ord. 3837 12/1/03)~~

3. ~~The electric cable shall be contained within a 1" plastic unit duct. The unit duct shall be one piece without splices. The unit duct may be formed by extruding it over the insulated conductors. The unit duct shall have a smooth inner bore which does not adhere to the conductor insulation.~~

H. ~~**Conductors.** Conductors of No. 8 AWG size, XLP or EPR - USE and smaller shall be stranded annealed copper wire that complies with A.S.T.M. Designation B-3. Conductors of No. 6 AWG size and larger will be stranded annealed copper wire complying with A.S.T.M. Designation B-8. Conductors shall be of different colors to designate hot and neutral wires. Preferred colors are black, red and white.~~

1. ***Conductors.** The conductors shall be in accordance with Sections 817 and 1066 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition, and shall be a minimum of No. 10 AWG size using XLP or EPR in the light standard. When not within the light standard, the wire shall be a minimum of No. 6 AWG using XLP or EPR. Conductors of No. 8 AWG size, XLP or EPR - USE and smaller shall be stranded annealed copper wire, ASTM B-3 compliant. Conductors of No. 6 AWG size and larger shall be stranded annealed copper wire, ASTM B-8 compliant. Conductors shall be of different colors to designate hot and neutral wires. Preferred colors are black, red and white.*

2. ***Fuses.** The wiring in the light standard shall have a 10 amp in-line fuse, FNM-10, and shall use an inline breakaway fuse holder with crimp terminals and rubber boots. The neutral shall have a*

Bussman identified solid neutral fuse holder and crimp terminals with rubber boots.

3. **Unit Duct.** *The electric cable shall be in accordance with Sections 816 and 1066 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition. The unit duct shall be one piece without splices. The unit duct may be formed by extruding it over the insulated conductors. The unit duct shall have a smooth inner bore which does not adhere to conductor insulation.*
4. **Construction Methods.** ~~The electric cable shall be continuous without splices (no splicing) between the service connection and light standards and through all conduits~~ *disconnect pedestal, between the lighting controller and light standard, and between the disconnect pedestal and light standard, and shall be contained within the plastic unit duct.* The duct shall extend one foot into the light standard and the cable shall be long enough for the splices to be withdrawn ~~1' 6" (18")~~ *18 inches* out of the light standard handholes *from the pole handhole*. All electric cable and cable unit duct shall be buried ~~underground~~ at a minimum depth of ~~2' 6" (30")~~ *30 inches* below finished grade.
5. **Splicing Of 600 Volt Cable and Wire (In Light Standard).** This specification covers splicing of insulated ~~or rubber-insulated~~ electric cable and wire. Compliance with the ~~American Society for Testing and Materials Standards~~ *ASTM* Standards is required, ~~which Standards are as~~ cited by the ASTM Designation Number.

~~K. Taped Splices.~~ A taped splice shall mean a splice of pigtail construction made with a spring connector, rubber tape, and plastic vinyl tape of the following description and construction:

1. ~~Connector.~~ The spring connectors shall be made of spring steel and plated with zinc or other protective metallic coating so as to be corrosion resistant in use. The connectors shall employ the expandable spring principle and shall insure positive mechanical and electrical connection under all temperature and load conditions.
2. ~~Rubber Tape.~~ The rubber tape shall be a natural or synthetic rubber tape of 0.75 inch width and 0.030 inch thickness that complies with A.S.T.M. Designation D119.
3. ~~Vinyl Plastic Tape.~~ The vinyl plastic tape shall be the same as the type manufactured by the 3M Corporation as SCOTCH Super 33+ Vinyl Plastic Electrical Tape. The vinyl tape shall be black vinyl plastic tape of 0.75 inch width and 0.0070 inch thickness with an adhesive coating on one surface. The tape shall exhibit the following properties

when tested by the methods and with the apparatus prescribed in A.S.T.M. Designation D1000. The flammability test shall be performed in accordance with A.S.T.M. Designation D568.

~~L. **Alternate Taped Splice.** A taped splice shall also mean a splice of pigtail construction made with a split bolt connector wrapped in vinyl plastic tape, then rubber tape and then vinyl plastic tape using the above descriptions of materials.~~

- ~~1. There shall be no exposed or bare electrical wire within the light standard with the exception of the grounding cable. All exposed cable wire around a splice shall be taped.~~
- ~~2. Sufficient torque shall be exerted on the bolting assembly to insure positive electrical connection under all temperature and load conditions.~~
- ~~3. No insulating paint of any type shall be allowed.~~

6. ***Taped Splices. Taped Splices are only allowed with prior approval from the Village Engineer, or his designee. A taped splice shall mean a splice of pigtail construction made with a spring connector, rubber tape, and plastic/vinyl tape according to the following descriptions and construction methods:***

a. ***Connector.*** The spring connectors shall be made of spring steel and zinc plated, or similar corrosion-resistant coating. The connectors shall employ the expandable spring principle and shall insure positive mechanical and electrical connection under all temperature and load conditions.

b. ***Rubber Tape.*** The rubber tape shall be of 0.75 inch width and 0.030 inch thickness, ASTM D119 compliant.

c. ***Vinyl-Plastic Tape.*** The vinyl tape shall be similar to that manufactured by 3M Corporation as SCOTCH Super 33+ Vinyl Plastic Electrical Tape. The vinyl tape shall be 0.75 inch width and 0.0070 inch thickness with an adhesive coating on one surface. The tape shall exhibit properties per ASTM D1000 and tape flammability resistance shall be per ASTM D568.

d. **Alternate Taped Splice.** A taped splice shall also mean a splice of pigtail construction made with a split-bolt connector wrapped in vinyl tape, followed by rubber tape, then finally with vinyl tape using the following criteria:

1. There shall be no exposed or bare electrical wire within the light standard, with the exception of the grounding cable. All exposed cable wire within a splice shall be fully taped.
2. Sufficient torque shall be exerted on the bolting assembly to insure positive electrical connection under all temperature and load conditions.
3. No insulating paint of any type shall be allowed.

G. **Vibratory Plowing.** The cable duct shall be directly buried by a vibratory plowing method to a minimum of ~~2' 6" (30")~~ **depth of 30 inches**. Cable unit duct shall not be buried to a depth exceeding ~~4' 0" (48")~~ **in excess of 48 inches**.

1. **Directional Boring:** All directional boring must be in accordance with IDOT Standard Specification for Road and Bridge Construction, Sections 810 and 1088.

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

1. **Construction Methods.** ~~The trench shall be excavated in a manner to prevent cave-ins and to a minimum depth of 2' 6" (30") and to a maximum depth of 4' 0" (48"). The trench shall be excavated to a depth no less than 30 inches and no greater than 48 inches, in a manner that prevents cave-in. Excavated material shall be deposited at a withdrawn and placed a sufficient distance away so that the to prevent excavated material cannot fall back onto from reentering the trench. The trench width shall be at least six inches (6"). Where the cable duct enters the foundation or a rigid steel conduit, the bottom of the trench shall be built up to shaped so as to provide a smooth bed for the directional run of the cable duct.~~

- a. The cable duct shall be placed in the bottom of the trench only after all **existing** loose stones have **granular material**

has been removed or covered with backfill material, and the trench area has been bedded with granular backfill material, as directed by the Village Engineer or designee.

- b. The trench shall be backfilled by placing ~~backfill~~ *granular* material in uniform layers ~~not exceeding~~ *no greater than* six inches (~~6"~~) in depth (loose un-compacted measure). The *granular* material in each *deposited* layer shall be thoroughly ~~compacted to a density equal to the existing ground or as approved by the Village Engineer~~ in such a manner as ~~not to injure~~ *to avoid damage to* the cable duct ~~or the bare copper wire~~ *and/or wiring*.
- c. No ~~stone or rock~~ *granular material* greater than two inches (~~2"~~) maximum dimension shall be allowed in any layer of *the* backfill *placement*.
- d. No sod, frozen material, or any *foreign* material which, by decay or otherwise, ~~might~~ *would* cause settlement, shall be placed as backfill material. ~~Deleterious substances, such as coal, lignite, shells, clay lumps and conglomerate and cemented particles~~ *Undesirable "naturally occurring" materials such as, but not limited to, topsoil, clay lumps, broken concrete,* shall not exceed five percent (5%) by weight in any one sample of backfill material.
- e. Any material excavated from the trench may be used as backfill provided it does not conflict with the above, and the material is approved by the Village Engineer *or designee*. *However, if the material in question has been excavated from the roadway area, replacement material must be granular trench backfill regardless of what material has been excavated from the trench.*

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

- 1. Once the street lighting system has been ~~completed~~ *initially installed* according to the specifications set forth in this Section, the Village Engineer *or designee* shall, upon the request of the developer, inspect the system and prepare a list of items for repair (punch list) (*commonly referred to as a "punch list"*). The *punch* list shall be ~~given or sent~~ *provided* to the developer *or their designee* and When the appropriate repairs have been made, the Village shall accept the lighting system for *luminaire* maintenance only. The developer ~~shall be responsible during this time for any damage due to construction, including cutting of the cable and pole knock down.~~ The Village Engineer shall accept the lighting system when the development reaches ~~ninety five percent (95%) completion~~ *remains responsible*

for the lighting system and shall therefore be responsible for any damage due to construction, including cable hits and pole knock-downs. The Village shall accept the lighting system when the development is formally accepted in letter form, as written by the Director of Development Services or designee.

~~2. One splice on each cable shall be allowed between the light standard and the connection to Commonwealth Edison electrical system. The splice shall be allowed only when the cable has been cut due to construction. If the cable has been cut and would require more than one splice per cable, the cable and duct shall be replaced in its entirety from the Commonwealth Edison connection into the light standard.~~

2. During the punch list creation, the Village shall recognize that one splice on each cable is necessary between the light standard and the connection to the Commonwealth Edison electrical system. This splice is allowed as a result of cable cutting associated with the construction of the electrical system. If the cable has been cut for other reasons (e.g. accidental cable hit) and thereby requires more than one splice per cable run, the cable and duct shall be replaced in its entirety from the Commonwealth Edison disconnect pedestal to the light standard, or from the Commonwealth Edison disconnect pedestal, or transformer, to the lighting controller.

~~Q. Old Orland Street Light Standards.
{Reserved.}~~

~~R. Village Center Street Light Standards. (Ord. 2570 5/2/94)
{Reserved.}~~

~~S. Arterial Street Lights Standards. (Ord. 2570 5/2/94)
{Reserved.}~~

DIAGRAMS NOT INCLUDED – See Section 6-407 Street Lighting_2015-0696

SUBSTANTIVE AMENDMENT: SECTION 2-102 DEFINITIONS

Twenty (20) new definitions are added to Section 2-102 Definitions in conjunction with a comprehensive update to Section 6-305 Landscaping and Bufferyards. Of these twenty (20) new definitions, two (2) will altogether replace existing terms and definition and bring them in line with contemporary landscape terminology (i.e. “naturalized landscape” will replace “natural landscape” and “native vegetation” will replace “natural vegetation”). The remaining eighteen (18) definitions are not currently contained in Section 2-102 “Definitions”. These new definitions reflect terminology used in the newly amended Section 6-305 Landscape and Tree Preservation and will assist in clarifying the intent and requirements detailed in Section 6-305 Landscape and Tree Preservation.

Furthermore, two (2) definition updates not related to Section 6-305 are added to Section 2-102. The definition for “indoor recreation area” and “personal service establishment” are made to clarify additional land uses not currently identified in the Land Development Code, and to close any future ambiguities between “indoor recreation area” and “personal service establishment”. Additionally, redundant or antiquated land uses within these definitions are removed. Finally, the land uses “martial arts, dance and yoga studios” are added to the list of land uses within these definitions, and are differentiated based on square footage. Moving forward, “martial arts, dance and yoga studios” less than 5,000 square feet will be defined as “personal service establishments”, while “martial arts, dance and yoga studios” greater than 5,000 square feet will be defined as “indoor recreation areas”.

Sections 2-102 Definitions

- Language is added to include twenty (20) new terms to the list of definitions included in Section 2-102 Definitions. These new terms are listed below.
- Two existing definitions, “Natural Landscaping” and “Natural Vegetation”, are deleted and replaced with new terms and definitions.
- Language is added to update two (2) existing definitions, “indoor recreation area” and “personal service establishment”.

SECTIONS 2-102 Definitions

For the purposes of these regulations, the following words and terms have the meanings specified in this Code:

Auto-Row Landscape Corridor means any parcel occupied by a Village-licensed auto-dealership with frontage along an arterial roadway.

Bioswale means a gently sloped landscaped swale generally designed to retain and temporarily store specific quantities of stormwater runoff, which are typically are planted with native vegetation to enhance infiltration, filtration, and pollutant removal from surface runoff water.

Detached Parking Lot Island means a parking lot island not physically connected in any way to the perimeter of a parking lot.

Filter means divisions between adjacent land use areas that benefit from separation because the two sides conflict, such as an industrial area adjacent to residential homes.

Hedge means a row of small shrubs or trees growing close together, usually dividing one area or site from another.

Indoor Recreation Area means a recreational facility conducted entirely indoors for commercial purposes, with or without seating capacity for spectators, and providing accommodations for a variety of individual, organized or franchised sports, entertainment or recreational uses. **Indoor recreation area includes, but is not limited to, laser tag, miniature golf, soccer fields, hockey rinks, staking rinks, bowling alleys, paintball, go-carts, batting cages, racquetball courts, rock climbing walls, or other courts, or sports training facilities. Dance, martial arts or yoga studios greater than 5,000 square feet fall under the definition of Indoor Recreation Area (for dance, martial arts or yoga studios less than 5,000 square feet fall, see Personal Service Establishment definition).** An indoor recreation area may contain secondary uses such as snack bars and retail sales of related merchandise. (Ord. 3199 - 11/16/98; Amd. Ord. 4610 – 12/20/10)

Landscape Area means a designed area in which required landscaping shall be located.

Landscape Corridor means the width of parcel frontage from property line to property line and the length of a parcel from the parkway to the edge of the foundation plantings along the façade of the principal structure.

Live Groundcover means turf grass, low-growing ornamental grass, or a spreading plant that grows densely near the ground.

Manage means the planned and designed control, direction, and maintenance of the growth of naturalized vegetation and the detention and infiltration of stormwater runoff in a naturalized landscape area, including restoration or preservation or a combination of the two (2) within a naturalized landscape area.

Monitoring and Management Plan means a near- and long-term plan which details specific methodologies and performance standards related to how the ecological viability of a specific site will be monitored and managed.

Mulch means a permeable arrangement of organic materials that help to retain soil moisture, suppress weeds, and allow free movement of oxygen into and out of the soil.

Native Vegetation means the growth of various grasses, sedges, rushes, forbs (wildflowers), ferns, trees, shrubs, and vines identified as species native to northern Illinois in commonly accepted publications, including "Plants of the Chicago Region", by Floyd Swink and Gerould Wilhelm (1974); "Wildflowers of the Tallgrass Prairie, the Upper Midwest", by Sylvan T. Runkel and Dean M. Roosa (1989); "Field Guide to North American Wildflowers, Eastern Region", by the Audubon Society (1979); and "Native Illinois Herbs and Forbs", by the Illinois Department of

Natural Resources.

—**Natural Landscaping** means the practice of cultivating plants which are native to the bioregion without resort to artificial methods of planting and care such as chemical fertilizer, mowing, watering other than through natural processes (rain). (Ord. 3837 – 12/1/03)

—**Natural Vegetation** means existing vegetation which provides habitat, erosion control and aesthetic qualities to the surrounding area. It may include non-native plant species.

Naturalized Landscape means ecologically sensitive landscaping that uses regionally native vegetation to create, improve or restore specialized and self-sustaining plant communities.

Naturalized Landscape Area means a designed area in which required naturalized landscaping is located. These areas typically, although not exclusively, surround a stormwater detention area, occupy a portion of a residential side or rear yards or are located on a development site that intends to preserve or restore a native landscape and/or ecology.

Ornamental Tree means a self-supporting woody plant having at least one well-defined stem or trunk and normally attaining a mature height and spread of less than thirty (30) feet.

Personal Service Establishment means an establishment primarily engaged in providing services involving the care **or betterment** of a person or **the repair, care, cleaning, or maintenance of a person's** his/her apparel. such as **This includes but is not limited to** laundry cleaning and garment services, garment pressing, linen supply, diaper service, coin-operated laundries, dry cleaning plants, carpet and upholstery cleaning, photographic studios, beauty shops, tanning salons, barber shops, shoe repairs, day spas, hat cleaning, funeral services (except funeral parlors), reducing salons, travel agencies, postal agencies, domestic pet services, and clothing rental. **Dance, martial arts or yoga studios less than 5,000 square feet fall under the definition of Personal Service Establishment (for dance, martial arts or yoga studios greater than 5,000 square feet, see definition for Indoor Recreation Area).** Personal service establishments are required to have appropriate licensure as regulated by the State of Illinois. (Ord. 4434 – 12/1/08; Amd. Ord. 4664 – 8/1/11)

Planting Bed means a space within a landscape area that is typically defined by an edged boundary which includes, although not limited to, trees, shrubs, perennials, ornamental grasses and ground covers.

Rain Garden means a shallow depression typically planted with native perennial plants and strategically located to collect, infiltrate and filter smaller scale quantities of runoff water than bioswales.

Seams means divisions between land use areas that benefit from unification of two adjacent sides.

Shade Tree means a self-supporting woody plant having at least one well-defined stem or trunk and normally attaining a mature height and spread of at least thirty (30) feet. Also referred to as canopy tree or overstory tree.

Shrub means a woody plant that produces branches or shoots from near its base.

SUBSTANTIVE AMENDMENT: **PERMITTED USES IN SETBACKS ALONG STREETS**

An addition is made to the permitted uses in building setbacks along streets located in Zoning Districts "LSPD Large Scale Planned Development District", "RSB Residential And Supporting Business District", "BIZ General Business District", "COR Mixed Use District", "ORI Mixed Use District" and "VCD Village Center District" to reflect updates detailed in the comprehensive amendment to Section 6-305 Landscape and Tree Preservation. The two (2) new permitted uses in building setbacks along streets located in said zoning districts are 1) pergolas and/or arbor structures and 2) benches and complementary site furniture. These features complement the existing permitted uses and allow for a greater number of pedestrian oriented use options when the enhancement of a setback is proposed.

Sections 6-205.1 "LSPD Large Scale Planned Development District", Section 6-206 "RSB Residential And Supporting Business District", Section 6-207 "BIZ General Business District", Section 6-210 "COR Mixed Use District", Section 6-211 "ORI Mixed Use District" and Section 6-212 "VCD Village Center District"

- Language added to Sections 6-205.1.E.3, 6-206.F.3, 6-207.F.3, 6-210.F.3, 6-211.F.2 and 6-212.E.1 to include two (2) additional features to the list of permitted uses in building setbacks along streets located in the abovementioned Zoning Districts.

SECTIONS 6-205.1.E.3

3. Permitted Uses in Building Setback Areas along Streets:

Setback areas will be primarily used for landscaping and other pedestrian oriented uses including:

- a. Widened sidewalks and entranceways;
- b. Plazas, outdoor gardens, patios and outdoor seating areas;
- c. Water features, including bioswales or other stormwater management

elements;

- d. Public art or outdoor architectural features like clock towers, pergolas etc.;

e. Pergolas and/or arbor structures;

f. Benches and complementary site furniture.

The setback area can be expanded to accommodate the above pedestrian oriented uses if needed. Architectural features that help to create a stronger pedestrian scale can extend into the setback area up to 10 feet, including:

g. e. Canopies, marquees and other projections that create shaded and protected entrances;

h. f. Extended roofs and eaves;

- ~~i. g.~~ Awnings and canopies over windows;
- ~~j. h.~~ Projecting blade signs that comply with the Village's sign ordinance.

SECTION 6-206.F.3

3. Permitted Uses in Building Setback Areas along Streets:

Setback areas will be primarily used for landscaping and other pedestrian oriented uses including:

- a. Widened sidewalks and entranceways;
- b. Plazas, outdoor gardens, patios and outdoor seating areas;
- c. Water features, including bioswales or other stormwater management elements;
- d. Public art or outdoor architectural features like clock towers, pergolas etc.;
- e. Pergolas and/or arbor structures;***
- f. Benches and complementary site furniture.***

The setback area can be expanded to accommodate the above pedestrian oriented uses if needed. Architectural features that help to create a stronger pedestrian scale can extend into the setback area up to 10 feet, including:

- ~~g. e.~~ Canopies, marquees and other projections that create shaded and protected entrances;
- ~~h. f.~~ Extended roofs and eaves;
- ~~i. g.~~ Awnings and canopies over windows;
- ~~j. h.~~ Projecting blade signs that comply with the Village's sign ordinance.

SECTION 6-207.F.3

3. Permitted Uses in Building Setback Areas along Streets:

Setback areas will be primarily used for landscaping and other pedestrian oriented uses including:

- a. Widened sidewalks and entranceways;
- b. Plazas, outdoor gardens, patios and outdoor seating areas;
- c. Water features, including bioswales or other stormwater management elements;
- d. Public art or outdoor architectural features like clock towers, pergolas etc.;
- e. Pergolas and/or arbor structures;***
- f. Benches and complementary site furniture.***

The setback area can be expanded to accommodate the above pedestrian oriented uses if needed. Architectural features that help to create a stronger pedestrian scale can extend into the setback area up to 10 feet, including:

- ~~g. e.~~ Canopies, marquees and other projections that create shaded and protected entrances;
- ~~h. f.~~ Extended roofs and eaves;
- ~~i. g.~~ Awnings and canopies over windows;
- ~~j. h.~~ Projecting blade signs that comply with the Village's sign ordinance.

SECTION 6-210.F.3

3. Permitted Uses in Building Setback Areas along Streets:

Setback areas will be primarily used for landscaping and other pedestrian oriented uses including:

- a. Widened sidewalks and entranceways;
- b. Plazas, outdoor gardens, patios and outdoor seating areas;
- c. Water features, including bioswales or other stormwater management elements;
- d. Public art or outdoor architectural features like clock towers, pergolas etc.;
- e. Pergolas and/or arbor structures;**
- f. Benches and complementary site furniture.**

The setback area can be expanded to accommodate the above pedestrian oriented uses if needed. Architectural features that help to create a stronger pedestrian scale can extend into the setback area up to 10 feet, including:

- g. e.** Canopies, marquees and other projections that create shaded and protected entrances;
- h. f.** Extended roofs and eaves;
- i. g.** Awnings and canopies over windows;
- j. h.** Projecting blade signs that comply with the Village's sign ordinance.

SECTION 6-211.F.2

2. Permitted Uses in Building Setback Areas along Streets:

Setback areas will be primarily used for landscaping and other pedestrian oriented uses including:

- a. Widened sidewalks and entranceways;
- b. Plazas, outdoor gardens, patios and outdoor seating areas;
- c. Water features, including bioswales or other stormwater management elements;
- d. Public art or outdoor architectural features like clock towers, pergolas etc.;
- e. Pergolas and/or arbor structures;**
- f. Benches and complementary site furniture.**

The setback area can be expanded to accommodate the above pedestrian oriented uses if needed. Architectural features that help to create a stronger pedestrian scale can extend into the setback area up to 10 feet, including:

- g. e.** Canopies, marquees and other projections that create shaded and protected entrances;
- h. f.** Extended roofs and eaves;
- i. g.** Awnings and canopies over windows;
- j. h.** Projecting blade signs that comply with the Village's sign ordinance.

SECTION 6-212.E.1

1. Permitted Uses in Building Setback Areas along Streets:

Setback areas will be primarily used for landscaping and other pedestrian oriented uses including:

- a. Widened sidewalks and entranceways;
- b. Plazas, outdoor gardens, patios and outdoor seating areas;
- c. Water features, including bioswales or other stormwater management

elements;

- d. Public art or outdoor architectural features like clock towers, pergolas etc.;

e. Pergolas and/or arbor structures;

f. Benches and complementary site furniture.

The setback area can be expanded to accommodate the above pedestrian oriented uses if needed. Architectural features that help to create a stronger pedestrian scale can extend into the minimum required setback area no closer than 5 feet from the right-of-way, including: (Ord. 4880 - 2/3/14)

g. e. Canopies, marquees and other projections that create shaded and protected entrances;

h. f. Extended roofs and eaves;

i. g. Extended roofs and eaves, and awnings and canopies over windows;

j. h. Projecting blade signs that comply with the Village's sign ordinance.

SUBSTANTIVE AMENDMENT: **MASONRY PAINTING AND USE ON NON-RESIDENTIAL BUILDINGS**

An update is made to both the conditions and procedures associated with the direct application of paint to exterior masonry surfaces and extent to which brick shall be use on non-residential building facades. The reason for this update is to clarify the process and procedures for obtaining approval to paint non-residential exterior masonry facades.

The reason for the update to the minimum acceptable extent to which brick shall be used on the exterior façade of a nonresidential structure is to bring LDC requirements in line with current Building Code requirements.

Sections 6-308.F.4

- Language is added to update the conditions and procedures associated with the direct application of paint to exterior masonry surfaces are updated.
- Language is added to update the minimum extend to which brick shall be used on the exterior façade of a nonresidential structure is updated.

SECTION 6-308.F.4 Building and Structure Design

4. Brick or other masonry materials shall be used for all sides of all nonresidential development and shall be installed per Village Building Code specifications. ~~Brick shall,~~ **At a minimum:**

a. for single story structures, brick shall extend from ground level to tops of windows, with minor accents allowed in place of brick subject to meeting building codes, for.

b. for two or three-story structures, brick shall extend from ground level to tops of each floor, with minor accents allowed in place of brick subject to meeting building codes.

c. for structures more than 3-stories in height, brick shall extend from ground level to tops of each floor, with minor accents allowed in place of brick subject to meeting building codes, except that an exterior wall finish/veneer of other exterior permitted materials may be used for its top (uppermost) story only.

5. No mansard roofs shall be permitted.

6. Brick shall not be painted, except if approved under an Appearance Review. ***If an Appearance Review denial is appealed to Plan Commission, resulting in permission to***

paint a masonry surface, paint and painting procedure specifications shall be submitted to the Development Services Department for review and approval prior to initiation of any masonry paint-related work. and subject to the following conditions:

~~(Ord. 2462 10/18/93; Amd. Ord. 3354 4/17/00; Amd. Ord 3672 8/5/02)~~

- ~~— a. Painting and color selection approved by Plan Commission pursuant to the design standards of Section 6 308. A.;~~
- ~~— b. Paint to be Masters Choice Acrylic/Aliphatic Urethane (waterborne) or equal;~~
- ~~— c. Scrape or grind protrusions flush with the surface;~~
- ~~— d. Clean with a trisodium phosphate solution, followed by a clean water rinse;~~
- ~~— e. Air temperature not to exceed minimum or maximum 50-110 degrees at time of application;~~
- ~~— f. Seal all surfaces with primer prior to applying paint.~~

SUBSTANTIVE AMENDMENT: MINIMUM DRIVEWAY LENGTHS

During a 1999 amendment to Section 6-406.B.6 (Amd. Ord. 3281 - 8/16/99), a discrepancy existed between the text of the actual ordinance document and the exhibit ("Exhibit A") that was attached as reference for said ordinance. It is unclear why inconsistency occurred. Ultimately, the text from "Exhibit A" was added to Section 6-406.B.6, when the text from the actual ordinance document should have been added. A comparison of the two (2) texts is shown below:

ORDINANCE 3281 TEXT

That Section 6-406.B.6 as stated in the attached amendments be deleted, and the Section amended to read: "The maximum width for driveways for single family residences shall be forty (40)% of the lot width up to thirty six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveways shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line. The minimum driveway length shall be twenty (20) feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway."

"EXHIBIT A" TEXT

B. Driveways and Driveway Aprons.

6. Widths and Lengths. Revise to read "The maximum width for driveways for single family residences including circle drives shall be twenty (20) feet at the building line and twenty (20) feet at the curb; provided, however, that where a two-car or three-car garage is located within thirty (30) feet of the property line, the driveway shall not exceed twenty six (26) feet in width at the building line or twenty six (26) feet in width at the curb or thirty six (36) feet at the building line and thirty-six (36) feet at the curb line respectively. (The remainder to remain the same).

As Section 3 of Ordinance 3281 states, "All ordinances or parts if ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict herewith", a correction is made Section 6-406.B.6 to reflect the actual document text recorded in Ordinance 3281 (Amd. Ord. 3281 - 8/16/99), replacing the text that was taken from that same ordinance's attachment "Exhibit A".

Additionally, an update is made to the minimum driveway length allowed for single-family residences, reducing the minimum length from twenty (20) feet to eighteen (18) feet. The original requirement for twenty (20) foot minimum driveway lengths was added to Section 406.B.6 in 1996 (Ord. 2956 0 11/18/96), wherein previously no such minimum requirement existed. The reason for this update is to match typical driveway

length for parking stalls, as per Section 6-306 Off-Street Parking and Loading Requirements.

Sections 6-406.B.6

- Language is added to update the text to reflect the document text from Ordinance 3281, replacing the text from Ordinance 3281's "Exhibit A".
- Language is added to update the minimum allowable length of a single-family driveway from twenty (20) feet to eighteen (18) feet.

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

B. Driveways and Driveway Aprons.

6. Widths and Lengths. ***The maximum width for driveway lane for single family residences shall be forty (40) percent of the lot width up to thirty six (36) feet, applicable to the entire driveway length between the building line and curb line. The maximum width for circle driveway lane shall be twenty (20) feet, applicable to the entire driveway length between the building line and curb line.*** ~~The maximum width for driveways for single family residences including circle drives shall be twenty (20) feet at the building line and twenty (20) feet at the curb; provided, however, that where a two car or three car garage is located within thirty (30) feet of the property line, the driveway shall not exceed twenty six (26) feet in width at the building line or twenty six (26) feet in width at the curb or thirty six (36) feet at the building line and thirty six (36) feet at the curb line respectively.~~ The minimum driveway length shall be ***eighteen (18)*** ~~twenty (20)~~ feet, excluding right-of-way and sidewalks. No driveway shall encroach upon any portion of the parkway in front of the adjoining parkway. The maximum width for driveways for all other uses shall be as approved by the Board of Trustees upon recommendation of the Department of Engineering.

SUBSTANTIVE AMENDMENT: **R-3 AND R-3A FRONT YARD SETBACK REDUCTION**

An update is made to front yard and corner side yard setbacks in R-3 and R-3A Residential Districts “abutting all other streets” (i.e. all streets other than major or minor arterial and major collector streets), reducing the front yard setback from thirty (30) feet to twenty-five (25) feet, and removing the condition that a front and corner side yard setback “abutting all other streets” be also measured from the centerline of the right-of-way. The reason for this update is to remove the obligation for a setback to be determined by a variable centerline location. In future code updates, all such right-of-way measurement requirements will be removed.

Section 6-204.E.1.c and 6-204.5.E.1.c.

- Language is added to reduce the front setback for parcels “abutting all other streets” from thirty (30) feet to twenty-five (25) feet in R-3 and R-3A Residential Districts.
- Language is added to delete the requirement for parcels “abutting all other streets” that a setback be measured from the centerline of the right-of-way.

SECTIONS 6-204.E.1.c and 6-204.5.E.1.c

E. Setbacks. The following setback standards shall apply in the R-3 District. For square corner lots, the "front" setback shall be considered to be the yard where the main door is located; the other yard shall therefore be considered to be the "corner side" setback.

1. Front.

a. Abutting a major or minor arterial: Forty-five (45) feet from the property line or eighty (80) feet from the center line of the right-of-way, whichever distance is greater. Where the width of a lot varies, the average of the lot width at the front setback line and the rear setback line shall be used to make the 10% calculation; however no side yard shall be less than 8 feet. (Ord. 3070-10/20/97)

b. Abutting a major collector: Forty (40) feet from the property line or seventy (70) feet from the center line of the right-of-way, whichever distance is greater. For irregular lots, not less than 8 feet on each side of the principal building to the side lot line. (Ord.2959-11/18/96 & Ord. 3070-10/20/97)

c. Abutting all other streets: **Twenty-five (25)** ~~Thirty (30)~~ feet from the property line ~~or sixty (60) feet from the center line of the right of way, whichever distance is greater.~~ (Ord. 3070 - 10/20/97)

d. Front porches may have a reduced setback of five (5) additional feet. (Ord. 3281 - 8/16/99)

3. Corner Side.

a. Abutting a major or minor arterial: Twenty five (25) feet from the property line or eighty (80) feet from the center line of the adjacent right-of-way, whichever distance is greater. (Ord. 3070 - 10/20/97)

b. Abutting a major collector: Twenty (20) feet from the property line or seventy (70) feet from the center line of the adjacent right-of-way, whichever distance is greater. (Ord. 3070 - 10/20/97)

c. Abutting all other streets: Fifteen (15) feet from the property line ~~or fifty (50) feet from the center line of the adjacent right-of-way, whichever is greater.~~ (Ord. 2586 6/6/94 & Ord. 3070 -10/20/97)

SUBSTANTIVE AMENDMENT: **THREE CAR GARAGES IN R-3 / R-3A DISTRICT**

An update is made to requirements for three (3) car side loaded garages in the R-3 and R-3A Residential District. The reason for this is update it to expand the options for 3-car garages in different orientations based upon the site context and certain design requirements.

Section 6-204.E.1.c and 6-204.5.E.1.c

- Language is added to requirements for three (3) car side loaded garages in the R-3 and R-3A Residential Districts.

SECTIONS 6-204.E.1 and 6-204.5.E.1

B. Permitted Uses. The following uses may be established as permitted uses in the R-3 District, in accordance with the procedures established in Section 5-101 through 5-104:

1. Accessory uses, as provided in Section 6-302;
(Ord. 4374 - 6/2/08)
 - a. Garages for two (2) vehicles *-facing a public street or side-loaded;*
 - b. *Garages for three (3) vehicles facing a public street on the primary front yard provided that:*
 - i. *The bay for the third vehicle is setback a minimum of three (3) feet from the primary garage;*
 - ii. *The three (3) vehicle garage width constitutes less than 55% of the total building width; and*
 - iii. *Driveways widths are less than 25-feet at the point where it crosses a sidewalk.*
 - c. *Garages for three (3) vehicles facing a public street on the side yard of a corner lot provided that:*
 - i. *The bay for the third vehicle is offset a minimum of one (1) foot from the primary garage;*
 - d. *Garages for three (3) or four (4) vehicles if it is side-loaded and not facing a public street.*

SUBSTANTIVE AMENDMENT: **MATERIALS FOR ADDITIONS TO SINGLE-FAMILY HOMES**

An update is made to allow additions to existing houses to be of matching material subject to Building Official approval, as long as the addition is less than 50% of floor area. The reason for this update is because it is unreasonable to require additions to existing single family homes to be brick when the existing home is covered with siding, for example, which makes for a strange looking addition and extra burden on the owner, without any potential benefit.

While in the past, the Building Division has considered variances to the brick requirement, there is a better way to deal with this, since this issue applies to approximately 25% of all houses in Orland Park. A variance should only apply in unique circumstances, and not be the norm. This update ultimately aims to bring the Land Development Code in line with the Village's Building Code, which added the exact language shown below to the Building Code via an amendment on 06/15/2015.

Section 6-308.F.5

- Language is added to allow exceptions for additions to existing houses to be of matching material subject to Building Official approval, as long as the addition is less than 50% of floor area.

SECTIONS 6-308.F.5

5. All residential dwelling units shall contain face brick or stone on not less than fifty (50) percent of exterior walls and shall contain face brick or stone on ninety (90) percent of each first floor elevation or ground levels of such units. All materials for the remaining ground level wall surfaces shall be approved by the Building Director. All materials used shall be compatible as a group and with the surrounding structures. (Ord. 2570 - 5/2/94; Amd. Ord. 3281 - 8/16/99)

a. Exceptions. Existing residential developments constructed where original buildings were of non-masonry exterior finishes may permit the use of other code approved materials under the following conditions:

- 1. Where the building's total floor area is not being increased by more than fifty (50) percent of the existing building's floor area;***
- 2. Where the building's fifty (50) percent floor area allowance is regarded as the total combined floor areas of all additions made to the residence within a forty-eight (48) month consecutive time period; and***
- 3. Where the exterior finish materials meets the design criteria standards referenced in the Land Development Code (Section 6-308) and the Village's Building Code (5-1-13 item #105 for amended Minimum Thickness of Weather Coverings).***

SUBSTANTIVE AMENDMENT: **REQUIRED CONDITIONS IN MFG MANUFACTURING DISTRICT**

An update is made to the required conditions for the screening of all accessory uses, equipment and structures in the MFG Manufacturing District. This update made to ensure that all accessory uses, equipment and structures are required to be screened in accordance with Section 6-208.B.11 Permitted Uses and Section 6-310 Fences regardless if they are adjacent to a residential district or not.

Section 6-208.B.11 currently states that in outside storage in MFG is a permitted use “when the storage area does not exceed fifty percent (50%) of the area of the lot, is located at the rear of the principal building, is screened on all sides, and the height of the stored materials, equipment or vehicles does not exceed the height of the screening.”

However, as currently written, Section 6-208.H Required Conditions conflicts with this requirement, as if the land use of a particular site within the MFG District is not adjacent to a residential district, an allowance is made for “accessory uses, equipment and structures, including but not limited to storage, rail car loading, and uses relating to experimentation, testing, inspection and development of goods, materials or products, and equipment and structures incidental thereto...” to remain unenclosed (i.e. not screened).

As such, a change is made to Section 6-208.H to require screening of all outdoor storage, regardless of a particular sites proximity to a residential district, to comply with Section 6-208.B.11.

Section 6-208.H

- Language is added to Section 6-208.H.1 to clarify that all accessory uses, equipment and structures are required to be screened in accordance with Section 6-208.B.11 Permitted Uses and Section 6-310 Fences.
- Language is added to Section 6-208.H.3 to include any additional landscape requirements.

SECTIONS 6-208.H

H. Required Conditions. All permitted and special uses in the MFG District shall meet the following conditions:

1. All production, fabricating, servicing, assembling, testing, repair, processing **and outdoor storage, including all accessory uses and structures**, shall be conducted wholly within an enclosed building or behind a uniform solid fence eight (8) feet in height, as provided for in **Section 6-208.B.11 Permitted Uses** and Section 6-310 **Fences**. ~~However, accessory uses, equipment and structures, including but not limited to storage, rail car~~

loading, and uses relating to experimentation, testing, inspection and development of goods, materials or products, and equipment and structures incidental thereto, may be unenclosed, provided that the use is not adjacent to a residential district.

2. Where a railroad right-of-way separates the district from a residential district, buildings and storage may be located within one hundred and fifty (150) feet from the centerline of the railroad right-of-way, provided that suitable landscaping or fencing is provided in accordance with Section 6-306 or 6-312 of these regulations.

3. A minimum of a 10-foot landscaped setback must be provided between the parking lot and the primary street right-of-way, ***in addition to any other landscape or buffer requirement.*** (Ord. 4374 – 6/2/08)

SUBSTANTIVE AMENDMENT: INDOOR RECREATION AREAS IN MFG DISTRICT

An update is made to Section 6-208 MFG Manufacturing District to allow indoor recreation areas as either a permitted or special use, as determined by square footage. Currently, all indoor recreation area uses, regardless of square footage, require a special use permit in MFG Manufacturing District and ORI Mixed Use District. However, in BIZ General Business District, COR Mixed Use District and VCD Village Center District, indoor recreation area uses are allowed as a permitted use.

Indoor recreation businesses are often attracted to the MFG and ORI districts because of the low cost per square foot and spacious buildings. Indoor recreation uses often require ceiling heights higher than are found in typical commercial or office spaces. Although these districts are intended primarily for employment-generating light industrial and related office uses, indoor recreation is allowed with a special use permit. This requirement provides an opportunity to review the use within the context of the proposed location as well as an opportunity to analyze any impacts from an increase in land use activity, such as traffic or parking.

This update will enable indoor recreation areas occupying less than 5,000 square feet to locate in MFG or ORI without triggering a special use permit. Permitting such uses of less than 5,000 square feet in MFG and ORI will not significantly impact the intensity of land use, as peak hours of operation typically occur at different times. Furthermore, the square footage restriction further limits the number of occupants that may utilize a potential indoor recreation business.

The update will also add language to the special use section of MFG and ORI which will state that indoor recreation areas greater than 5,000 square feet will require a special use permit. This requirement will continue to require that indoor recreation areas located in larger buildings or tenant spaces will still require a comprehensive review via the special use process. The approval of such a permit will ensure that the proposed land use is compatible with other land uses in the MFG and ORI Districts.

Section 6-208.B Permitted Uses

- Language is added to allow as a permitted use indoor recreation area uses less than 5,000 square feet.

Section 6-208.C Special Uses

- Language is revised to allow as a special use indoor recreation area uses greater than 5,000 square feet.

SECTIONS 6-208.B

B. Permitted Uses. The following uses may be established as permitted uses in the MFG District in buildings up to 50,000 square feet unless otherwise limited below, in accordance with the procedures established in Sections 5-101 through 5-104 and the conditions of subsection H of this regulation: (Ord. 4374 – 6/2/08)

19. Indoor recreation areas less than 5,000 square feet.

SECTIONS 6-208.C

C. Special Uses. The following uses may be established as special uses in the MFG District, in accordance with the procedures and standards set forth in Section 5-105 and the conditions of subsection H of this regulation: (Ord. 4374 – 6/2/08)

7. Indoor recreation areas ***greater than 5,000 square feet***; (Ord. 3199 - 11/16/98; Amd. Ord. 4610 – 12/20/10)

SUBSTANTIVE AMENDMENT: INDOOR RECREATION AREAS IN ORI MIXED USE DISTRICT

An update is made to Section 6-211 ORI Mixed Use District to allow indoor recreation areas as either a permitted or special use, as determined by square footage. Currently, all indoor recreation area uses, regardless of square footage, require a special use permit in MFG Manufacturing District and ORI Mixed Use District. However, in BIZ General Business District, COR Mixed Use District and VCD Village Center District, indoor recreation area uses are allowed as a permitted use.

Indoor recreation businesses are often attracted to the MFG and ORI districts because of the low cost per square foot and spacious buildings. Indoor recreation uses often require ceiling heights higher than are found in typical commercial or office spaces. Although these districts are intended primarily for employment-generating light industrial and related office uses, indoor recreation is allowed with a special use permit. This requirement provides an opportunity to review the use within the context of the proposed location as well as an opportunity to analyze any impacts from an increase in land use activity, such as traffic or parking.

This update will enable indoor recreation areas occupying less than 5,000 square feet to locate in MFG or ORI without triggering a special use permit. Permitting such uses of less than 5,000 square feet in MFG and ORI will not significantly impact the intensity of land use, as peak hours of operation typically occur at different times. Furthermore, the square footage restriction further limits the number of occupants that may utilize a potential indoor recreation business.

The update will also add language to the special use section of MFG and ORI which will state that indoor recreation areas greater than 5,000 square feet will require a special use permit. This requirement will continue to require that indoor recreation areas located in larger buildings or tenant spaces will still require a comprehensive review via the special use process. The approval of such a permit will ensure that the proposed land use is compatible with other land uses in the MFG and ORI Districts.

Section 6-211.B Permitted Uses

- Language is added to allow as a permitted use indoor recreation area uses less than 5,000 square feet.

Section 6-211.C Special Uses

- Language is revised to allow as a special use indoor recreation area uses greater than 5,000 square feet.

SECTIONS 6-211.B

B. Permitted Uses. The following uses may be established as permitted uses in the ORI Mixed Use District in buildings up to 50,000 square feet unless otherwise limited below in accordance with the procedures set forth in Sections 5-101 through 5-104, provided that all other applicable regulations are met: (Ord. 4374 – 6/2/08)

23. Indoor recreation areas less than 5,000 square feet.

SECTIONS 6-211.C

C. Special Uses. The following uses may be established as special uses in accordance with the procedures and standards set forth in Section 5-105:

5. Indoor recreation areas ***greater than 5,000 square feet***; (Ord. 4610 – 12/20/10)

CLARIFICATION AMENDMENT: SECTION 6-311 WIRELESS COMMUNICATION FACILITIES AND SATELLITE DISHES BASE AND GROUND EQUIPMENT ENCLOSURE BUFFERYARDS REFERENCE UPDATE

A correction is made to the Land Development Code to update the references and terminology and requirements used in Section 6-311.G.3.g. Wireless Communication Facilities and Satellite Dishes to reflect updates detailed in the comprehensive amendment to Section 6-305 Landscape and Tree Preservation. Currently, Section 6-311.G.3.g. requires that base and ground equipment enclosures shall be landscaped using Bufferyard C requirements as outlined in Section 6-305 Landscaping and Bufferyards. The amended Section 6-305 requires that base and ground equipment enclosure shall be landscaped using Type 2 Bufferyard requirements as outlined in Section 6-305 Landscape and Tree Preservation. The difference between these two bufferyard requirements is summarized below.

	Bufferyard C Requirements	Type 2 Bufferyard Requirements
Widths	3 (15'/20'/25')	1 (15')
Canopy Trees	4	4
Understory (Ornamental) Trees	1.6	2
Shrubs	16	18

The difference between the amended and existing bufferyard requirements is an additional two (2) shrubs per 100 linear feet, the reduction of the number of possible widths from three (3) to one (1), and the simplification of decimal numbers by rounding up to the nearest whole number. In both cases, to determine the total number of plants required, the length of each side of the property requiring a given class of buffer shall be divided by one hundred (100) and multiplied by the number of required plants.

Section 6-311.G.3.g.

- Language added to clarify bufferyards requirements for base and ground equipment enclosures.

g. The base and ground equipment of new freestanding wireless communication facilities shall be screened with an 8 foot tall solid, opaque fence enclosure constructed of either wood or neutral colored (e.g. non-white) vinyl material. The base and ground equipment enclosure shall be landscaped using **Type 2 Bufferyard** ~~bufferyard C~~ requirements as outlined in Section 6-305 **Landscape and Tree Preservation Landscaping and Bufferyards** of this Code. If the required bufferyard cannot be accomplished due to spatial constraints, other incremental improvements or a fee in lieu of landscaping may be required to mitigate the visual impact to the surrounding area.

CLARIFICATION AMENDMENT: **SECTION 6-308 DESIGN STANDARDS REFERENCE UPDATE**

A correction is made to the Land Development Code to update the references and terminology used in Sections 6-308.K Parking Areas and 6-308.N Landscape and Site Treatment of Section 6-308 Design Standards to reflect updates detailed in the comprehensive amendment to Section 6-305 Landscape and Tree Preservation.

Sections 6-308 Design Standards

- Terminology updated to reflect amended title of Section 6-305 from “Landscaping and Bufferyards” to “Landscape and Tree Preservation.”

K. Parking Areas. Parking areas shall comply with the provisions of Sections 6-305 (**Landscape and Tree Preservation**) (~~Landscaping and Bufferyards~~) and 6-306 (Off-Street Parking and Loading Requirements) of these regulations and shall be treated with decorative elements, building wall extensions, plantings, berms or other innovative means so as to largely screen parking areas from view from public ways. All non-residential parking areas shall include concrete curbing along pavement edges. (Ord. 2959 - 11/18/96).

N. Landscape and Site Treatment.

1. Landscape treatment shall be provided in a manner so as to enhance architectural features, strengthen vistas and important axes, and provide shade. Spectacular effects shall be reserved for special locations only. All landscaping design shall comply with Section 6-305 (**Landscape and Tree Preservation**) (~~Landscaping and Bufferyards~~) of these regulations.

CLARIFICATION AMENDMENT: **SECTION 6-406 SIDEWALKS, DRIVEWAYS, AND PARKING LOTS REFERENCE UPDATE**

A correction is made to the Land Development Code to update the references and terminology used in Section 6-406 Sidewalks, Driveways, and Parking Lots to reflect updates detailed in comprehensive amendment to Section 6-305 Landscape and Tree Preservation.

Sections 6-406.A.2.a

- Terminology updated to reflect amended title of Section 6-305 from “Landscaping and Bufferyards” to “Landscape and Tree Preservation.”

A. **Sidewalks.**

2. **Public Roads.**

a. Sidewalks on both sides of a roadway shall be required for all arterial, collector and local streets in the Village of Orland Park. Sidewalks shall delineate the parkway of a right-of-way and shall be at a minimum five (5) feet in width with eight (8) feet of planting strip between the sidewalk and the roadway's back of curb. In the VC Village Center District and OOH Old Orland Historic District and those areas comprising the Downtown Planning District of the Comprehensive Plan (except for residential single family homes attached and detached), sidewalks may extend from building frontage to back of curb, respecting building setback requirements and may replace bufferyard requirements with appropriate applications of street trees (spaced according to parkway standards) and planter beds, as determined via an approved landscape plan, without variance to Section 6-305 ***Landscape and Tree Preservation*** ~~Landscaping and Bufferyards~~.

CLARIFICATION AMENDMENT: **SECTION 6-302 ACCESSORY STRUCTURES AND USES REFERENCE UPDATE**

A correction is made to the Land Development Code to update the references and terminology used in Section 6-302 to reflect updates detailed in comprehensive amendment to Section 6-305 Landscape and Tree Preservation.

Sections 6-302.H.1.e

- Terminology updated to reflect amended title of Section 6-305 from “Landscaping and Bufferyards” to “Landscape and Tree Preservation.”

SECTION 6-302 Accessory Structures and Uses

H. **Storm Water Best Management Practices.** (Ord. 4574 - 7/6/10)

1. Best Management Practices. The following list of best management practices serves to encourage residents and businesses to employ clean technologies for local water quality improvements and storm water management. For more information on best management practices, contact the Development Services Department and reference the most up to date Village of Orland Park Storm Water Management Technical Guidance Manual (TGM).

e. Native Landscaping. See Section 6-305 *Landscape and Tree Preservation* ~~Landscape and Bufferyards.~~

CLARIFICATION AMENDMENT: **SECTION 5-112 DEVELOPMENT AND SUBDIVISION REQUIREMENTS.**

A correction is made to the Land Development Code to update the references and terminology used in Section 5-112 to reflect updates detailed in comprehensive amendment to Section 6-305 Landscape and Tree Preservation.

Sections 5-112.E.9.e.3

- Terminology updated and text added to reflect updates detailed in comprehensive amendment to Section 6-305 Landscape and Tree Preservation.

SECTION 5-112.E.9.e.3

e. Engineering Plan Review and Inspection Fee.

3. Landscape Plan Review and Inspections. All landscape plans submitted to the Village in conjunction with single family and multifamily developments ~~over~~ **two (2)** ~~six (6)~~ units and with all non-residential developments, **or for any other required landscape plan as detailed in Section 6-305 Landscape and Tree Preservation**, shall be reviewed before Village approval, and all installed landscaping shall be inspected for proper installation and compliance with the approved plan. The fees charged to the Village by its landscaping consultant for landscape plan review shall be paid by the applicant to the Village before issuance of a building permit. Fees charged to the Village by its landscaping consultant for inspection of installed landscaping shall be paid to the Village by the applicant at the time of petition. (Ord. 3672 - 8/5/02)

CLARIFICATION AMENDMENT: **SCRIVENER’S ERRORS**

Four (4) scrivener’s error corrections are made to the Land Development Code to update the wording used in Section 6-212.C.1, Section 6-210.C.22 and the title of Article 5 of the Land Development Code.

Section 6-212.C.1 – Language added to update scrivener's error in Table 6-212.C.1.

Section 6-210.C.22 – Language added to update scrivener's error under Special Uses in COR Mixed Use District.

LDC Article 5 – Language added to update scrivener's error in Article 5 Heading.

Section 2-102 Definitions – Language is added to update scrivener’s error in the text for the definition “Sustainable Development”.

SECTION 6-212.C.1

Table 6-212.C.1: Allowable Uses in the Village Center District

“Lot line **within** ~~with~~ 300 feet of single family detached residential lot line.”

SECTION 6-210.C.22

C. Special Uses.

22. Restaurants, and outdoor seating for restaurants, **within** ~~greater than~~ 300 feet of a residential parcel. Outdoor seating shall have aisle widths of thirty-six (36) inches or more, and any fence, wall, landscaping or similar barrier installed in or around the outdoor seating areas shall be not less than 24 inches in height and not greater than 48 inches in height. The service of liquor will require conformance with the provisions outlined in Section 6-310 Fences, as well as the requirements of the Village Code, as amended. (Ord. 3354 – 4/17/00; Amd. Ord. 3837 – 12/1/03; Amd. Ord. 4044 – 7/5/05; Ord. 4738 – 6/18/12; Amd. Ord. 4769 – 12/3/12; Amd. Ord. 4839 – 9/16/13; Amd. Ord. 5017 - 8/17/15)

ARTICLE 5

DEVELOPMENT ~~PROCEDURES~~ **PROCEDURES**, REQUIREMENTS AND REGULATIONS

SECTION 2-102

Sustainable Development **means** construction that can be maintained over time without damaging the environment. Development that meets the needs of the present without compromising the ability of future generations to meet future needs. (Ord. 4594 – 10/18/10)

SECTION 6–305: LANDSCAPE AND TREE PRESERVATION

A. Purpose. The purpose of this Section is to establish meaningful standards for the design, installation, maintenance and preservation of landscaping and natural areas throughout the Village.

B. Applicability.

1. **General.** No permit for the construction, reconstruction, extension, repair or alteration of any building, structure or use of land and no building or land or any part of any building or land, may be occupied or used until landscaping has been provided in accordance with the requirements of this Section.
2. **Responsibility for Compliance.** The following shall comply with all requirements provided in this Section, except where noted:
 - a. All new single-family detached dwellings and attached 2-unit dwellings (duplexes) shall comply with the provisions of Sections 6-305.E Landscape Plan and 6-305.F Maintenance and Preservation, where applicable.
 - b. New residential developments of two (2) buildable lots or more.
 - c. New residential developments of three (3) units or more within a common building envelope.
 - d. New non-residential developments.
 - e. New mixed-use developments.
 - f. New vehicular parking areas.
 - g. Modifications to an existing building or site (see Section 6-305.B.3 Modifications).
 - h. Any project requiring a Special Use Permit, Map Amendment, or Appearance Review, as determined by the Development Services Department.
3. **Modifications.** An existing building or site may be renovated or repaired without providing additional landscaping except when:
 - a. An addition, alteration, or enlargement to an existing building, excluding single-family dwellings, expands the original building square footage by twenty-five percent (25%) or more, singularly or collectively.
 - b. There is a creation of, or increase in, residential units within an existing building, excluding single-family dwellings.
 - c. The restoration of any building, accessory buildings or structures or portion thereof damaged by fire, explosion, flood, casualty or other natural disaster of any kind is undertaken.

C. Special Conditions.

1. **Alternate Landscape Plans.**

The Board of Trustees may approve landscape plans whose makeup may not meet the specified quantities stated herein, 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.
2. **Additional Landscaping.**

The Board of Trustees may require additional landscaping or site furnishings (e.g. benches, walls, park equipment) above quantities specified herein in order to mitigate a specified problem or in order to ensure a development is consistent with the objectives of this Section and/or adopted Village policy.
3. **Changes to Approved Landscape Plan.**

Changes to an approved landscape plan shall require approval by the Board of Trustees, except when the conditions detailed in Section 6-305.F Maintenance and Preservation are met, or approved in accordance with the following:

- a. The Village may authorize minor revisions by way of an administrative Appearance Review to an approved landscape plan, including the substitution of equivalent plantings, where such revisions do not diminish the benefits of the approved landscape plan, as determined by the Development Services Department. See Section 5-106 Appearance and Related Plan Review for further details.

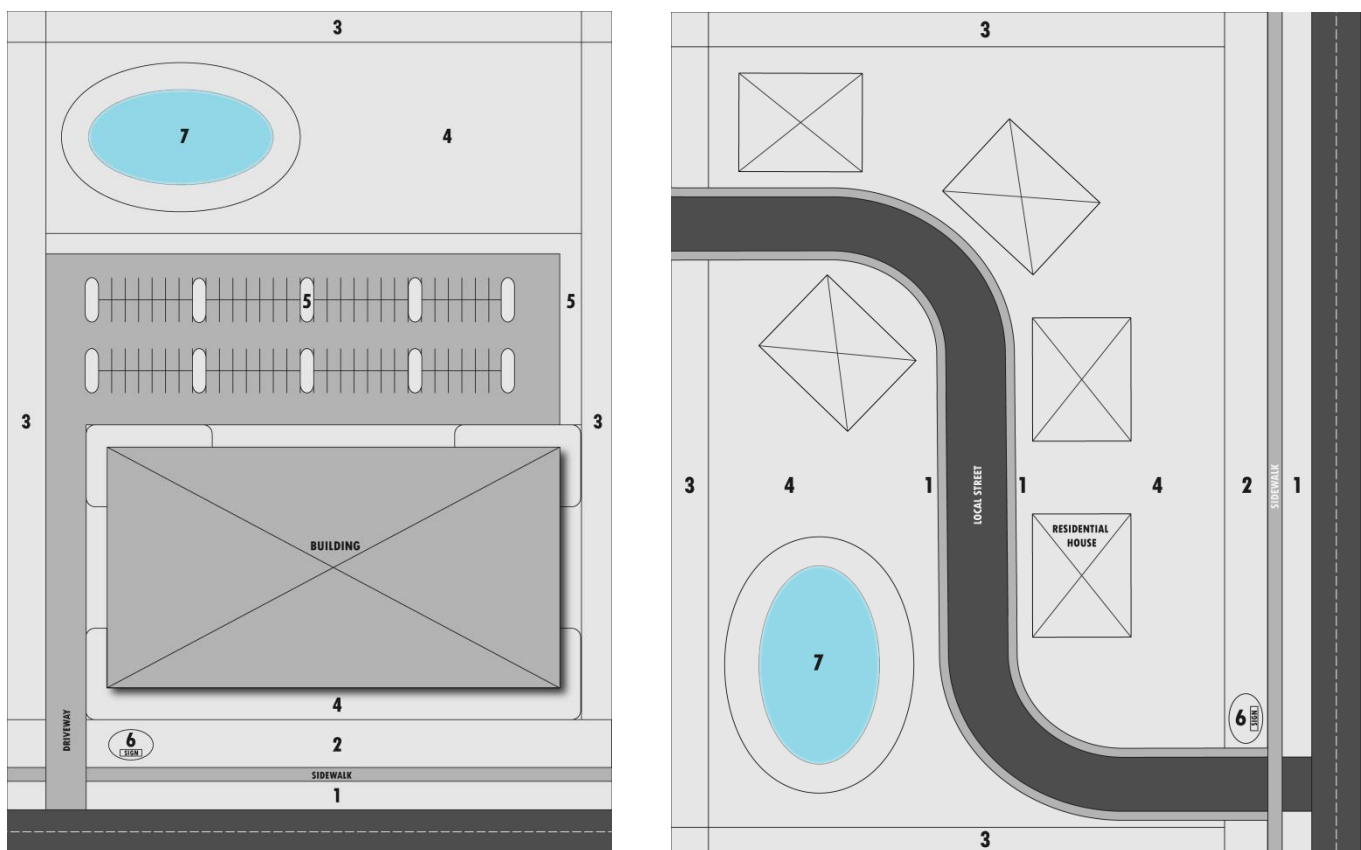
D. Landscape Zones

1. **General.** Landscape zones refer to distinct areas within a particular site and the specific landscape requirements that apply therein. There are seven (7) different landscape zones, as described in this Section. Not all parcels will contain every landscape zone (e.g. some developments will not have signage landscaping). Landscape zone requirements shall meet or exceed the requirements detailed in this Section.

a. Landscape Zones.

1. Landscape Parkways
2. Landscape Corridors
3. Landscape Bufferyards
4. Foundation and Interior Landscape
5. Parking Lot Area Landscape
6. Signage Landscape
7. Stormwater Management Area Landscape

Figure 6-305.D.1.a (A) - Landscape Zones Overview (Figure for Illustrative Purposes Only)



Non-Residential Development Example Scenario

Residential Development Example Scenario

b. Conflicts.

1. Where landscape zone requirements overlap or conflict, the more stringent requirements shall apply, as determined by the Development Services Department.

2. Landscape Parkway.

a. General. The Landscape Parkway is intended to provide a landscaped seam between the roadway and adjacent development to ensure a continuous green corridor along the public right-of-way. Movement between seams is facilitated and encouraged with pedestrian sidewalks, crosswalks and other amenities that give a positive sense of ambiance and create a desire to move from one side to the other.

1. A minimum number of parkway trees are required per lineal feet of frontage for all development. On a corner lot, the requirements of this section shall apply along both frontages.
2. Parkway requirements shall be based on the width of the parkway, as detailed in Table 6-305.D.2.b (A) Parkway Requirements. If more than one (1) Landscape Parkway type may be used, the Development Service Department shall make the final determination.

b. Requirements.

Figures 6-305.D.2.b (A and B) – Parkway Requirements (Figures for Illustrative Purposes Only)

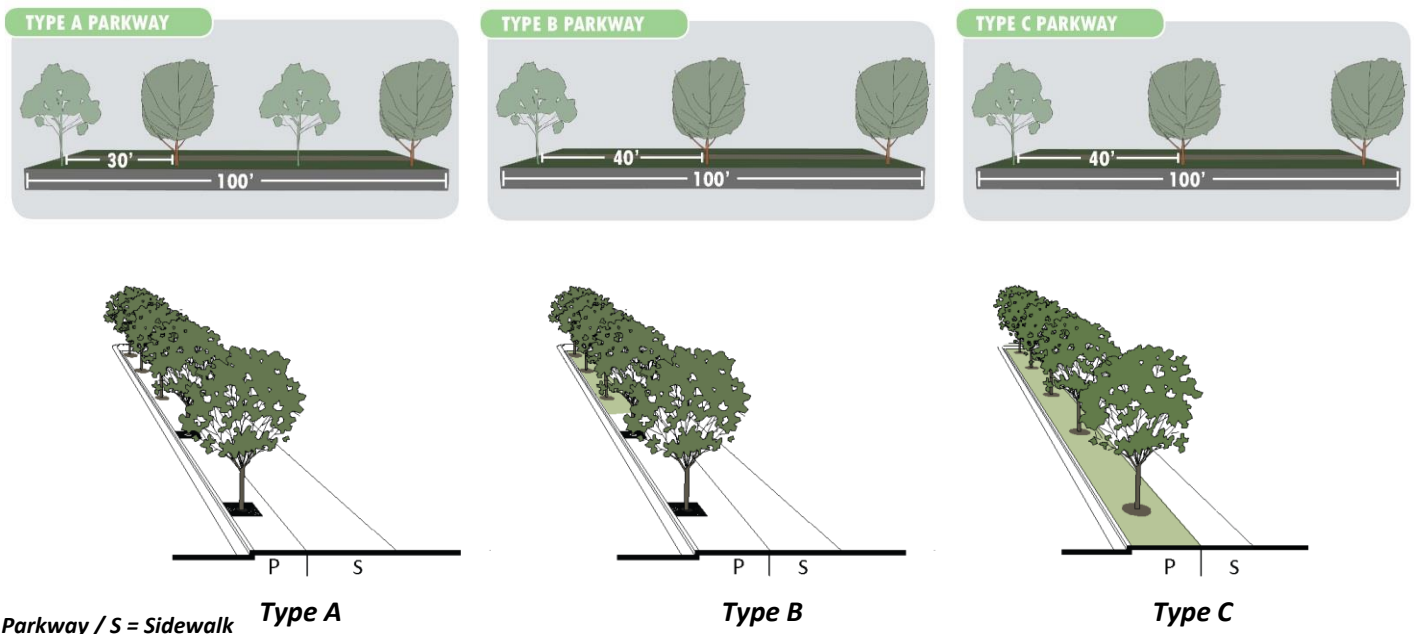


Table 6-305.D.2.b (A) – Parkway Requirements

	Type A	Type B	Type C
Parkway Width (P)	4' or less	4' or more	7' or more
Sidewalk Width (S)	varies	varies	varies
Tree Location	Tree Grates*	Grass, Tree Grates*	Grass
Tree Spacing	30' on center	40' on center	40' on center
Permitted Encroachments	Driveways, Furniture	Driveways, Furniture	Driveways, Furniture

*or equivalent

c. Details.

1. The parkway shall be planted with grass or low ground cover, except where occupied by trees, tree grates or equivalent, driveway pavement, plant materials, site furnishings or decorative brick pavers.
2. Parkway trees shall consist of recommended shade tree species unless overhead utilities exist or if the street is known to be subject to widening in the future. Evergreen trees are not allowed in any parkway. Recommended tree species are provided in 6-305.G List of Recommended Plant Species.
3. Parkway trees shall be planted in the public parkway and not on the private property side of the sidewalk unless such placement does not meet the other criteria set forth in this Section. Any required tree that cannot be accommodated in the parkway shall be relocated to another landscape zone.
4. Trees shall be planted on the centerline of parkways or as close to five (5) feet from the sidewalk as possible and located so as not to interfere with overhead wires, traffic or pedestrian safety.
5. Other than trees, no landscaping in the parkway shall be taller than three (3) feet. No landscaping taller than two (2) feet shall be located within six (6) feet of fire hydrants or buffalo boxes.
6. The use of loose stone, rock, or gravel is prohibited in public parkways. Compacted cobbles, flagstone, or other rocks may be approved if these features are compacted firmly into the ground or mortared, reducing risk of being scattered in the street, as determined by the Development Services Department.
7. See Village of Orland Park Code of Ordinances Tree Management Program, Title 3, Chapter 6 for additional parkway tree regulations.

3. Landscape Corridors.

a. General. Landscape Corridors shall provide a physical and visual connection between the parkway and a building's main façade and foundation planting area. Landscape Corridors act as an extension of the parkway into the site, the intent of which is to add a consistent quality and definition to areas adjacent to roadways and enhance the physical and visual access to important site features.

1. Landscape Corridor requirements shall be based upon the adjacent roadway classification, as detailed in Section 2-102 Definitions, or as required by other provisions of the Land Development Code. Refer to individual Zoning District requirements for additional information. The more stringent requirements shall apply. Refer to Table 6-305.D.3.b (A) – Corridor Types for planting requirements.
2. Canopy, Ornamental and Evergreen trees are the only required plant materials within "Typical" and "Arterial" Landscape Corridors. "Auto-Row" Landscape Corridors require the use of canopy trees and a meandering, continuous row of low-growing perennials, hedge rows, ornamental grasses or other plant materials, as detailed in 6-305.D.3.b Requirements.
3. While not required, the use of planting beds with shrubs, perennials, ornamental grasses and other plant materials may be included in the design of Landscape Corridors. These plant materials should be designed in a way to frame or accentuate important site features.
4. New residential developments with rear and/or side yards abutting a public street are considered a special condition. See Section 6-305.D.3.c Special Conditions below for details.

b. Requirements.

Figure 6-305.D.3.b (A) – Corridor Types (Figure for Illustrative Purposes Only)

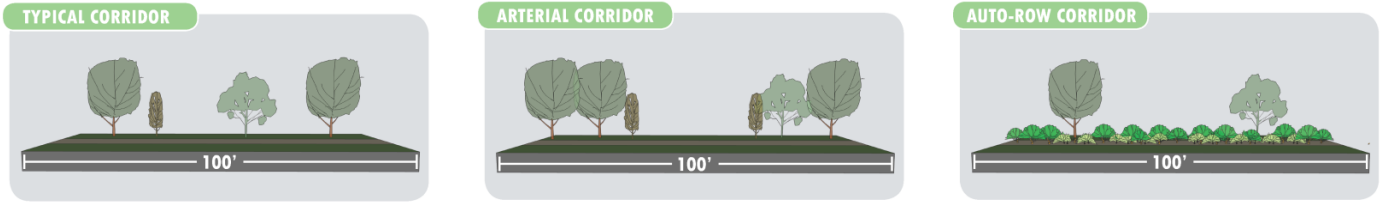


Table 6-305.D.3.b (A) – Corridor Types

	Typical	Arterial	Auto-Row
Landscape Corridor Width	Varies	Varies	Varies
Shade Trees (per 100')	3	4	2
Ornamental or Evergreen Trees (per 100')	1	2	0
Shrubs (per 100')	0	0	Minimum of 20

1. **Typical Landscape Corridor:** Typical Landscape Corridors are intended to act as a physical and visual connection between the parkway and a building’s main facade. Requirements for Typical Landscape Corridors apply to all applicable parcels adjacent to any roadway **not defined** in Section 2-102 Definitions as “Street, Arterial, Major” and “Street, Arterial, Minor”, except for those defined in Section 6-305.D.3.b.3. Auto-Row Landscape Corridor.
2. **Arterial Landscape Corridor:** Arterial Landscape Corridors are intended to act as a physical and visual connection between the parkway and a building’s main facade. Requirements for Arterial Landscape Corridors apply to all applicable parcels adjacent to any roadway **defined** in Section 2-102 Definitions as “Street, Arterial, Major” and “Street, Arterial, Minor”, except for those defined in Section 6-305.D.3.b.3. Auto-Row Landscape Corridor.
3. **Auto-Row Landscape Corridor:** Auto-Row Landscape Corridors are intended to accommodate the unique needs of auto dealerships while creating a visual relationship between the parkway and a building’s main facade. Auto-Row Landscape Corridor requirements apply to any parcel occupied by a Village-licensed auto-dealership with frontage along any roadway. The use of shade trees and a meandering, continuous row of low-growing perennials, shrubs, ornamental grasses, and other plant materials shall be installed.

c. **Special Conditions.**

1. **New Residential Rear and Side Yard Corridors:** Where the rear or side yard of a new residential development borders public streets, the following requirements shall apply:
 - i. The plant material requirements detailed in “Typical Landscape Corridors” shall be installed along the entirety of the rear or side yard that adjoins a public street. Refer to Table 6-305.D.3.b (A) – Corridor Types for planting requirements.
 - ii. A uniform fence shall be installed along the entirety of the rear or side yard that adjoins a public street. Fencing shall comply with the requirements set forth in Section 6-310 Fences.

- iii. Small infill projects in established areas adjacent to public streets shall follow the existing pattern of rear yard screening, as determined by the Development Services Department.
- iv. The location of plant materials and fences shall be determined by the Development Services Department.

4. Landscape Bufferyards.

a. **General.** Landscape bufferyards shall act as physical and visual edges between the side and rear yards of adjacent parcels. Depending on the type of required bufferyard, their intent is to either unify or separate adjoining land uses. When the intent of a bufferyard is for the unification of adjacent parcels, pedestrian and vehicular cross-access between adjacent parcels is strongly encouraged, and may be required by the Village.

- 1. Single-family residential developments adjacent to single-family residential developments are exempt from bufferyard requirements. Mixed-use developments which include single-family residential units are not exempt from bufferyard requirements.
- 2. Bufferyards may remain in the ownership of the owner of the lot, or they may be subjected to deed restrictions and subsequently conveyed to a homeowners' association, provided that any such conveyance adequately guarantees the protection and maintenance of the bufferyards for the purposes of this Section.

b. **Requirements.**

- 1. A required bufferyard is determined by cross-referencing the "proposed land use" with the appropriate "adjacent land use" as detailed in Table 6-305.D.4.b (A) – Bufferyard Land Use Types. There are only two (2) land use types: Residential and Non-Residential, as described below. Specific bufferyard requirements are detailed in Table 6-305.D.4.b (B) – Bufferyard Types. If an adjacent parcel is vacant or undeveloped, the appropriate bufferyard shall be based on the parcel's land use category as detailed in the Village's Comprehensive Plan. If more than one bufferyard option is available, a petitioner may decide which type of bufferyard to install.

Table 6-305.D.4.b (A) – Bufferyard Land Use Types

	ADJACENT LAND USE		
	R	NR	
PROPOSED LAND USE	R	Type 1	Type 2 or 3
	NR	Type 2 or 3	Type 1

Residential (R) – Parcel containing only single- or multi-family residential use(s).

Non-Residential (NR) – All other parcels, including mixed-use developments.

Figure 6-305.D.4.b (A) - Bufferyard Types (Figure for Illustrative Purposes Only)

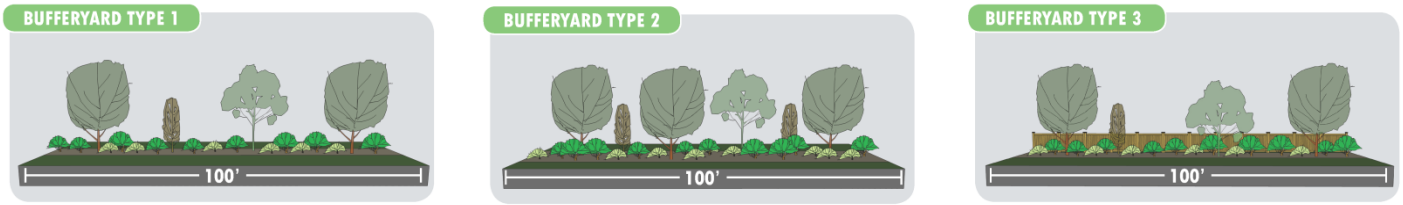


Table 6-305.D.4.b (B) - Bufferyard Types

	Type 1	Type 2	Type 3
Bufferyard Width (min.)	10'	15'	10'
Planting Bed Width (min)	7'	7'	7'
Shade Trees per 100'	3	4	4
Evergreen or Ornamental Trees per 100'	1	2	0
Shrubs per 100'	16	18	16
Fencing	Permitted	Permitted	6' required
Site Amenities	Permitted	Not permitted	Not permitted

2. Type 1 Landscape Bufferyard – (10')

A Type 1 Landscape Bufferyard is intended to act as a physical and visual seam between adjacent parcels by unifying similar land uses using landscaping. Movement between seams is facilitated and encouraged with cross streets, pedestrian sidewalks, crosswalks and other amenities that give a positive sense of ambiance and create a desire to move from one side to the other. Minimum width for a Type 1 Landscape Bufferyard is ten (10) feet. Site amenities and pedestrian and vehicular cross-access between adjacent parcels is strongly encouraged, and may be required, where appropriate.

- a. Site amenities can occupy any portion of the area within a Type 1 Landscape Bufferyard, subject to Development Services Department approval. Examples of site amenities include, but are not limited to:
 - i. Plazas, outdoor gardens, patios and outdoor seating areas;
 - ii. Water features, including bioswales or other stormwater management elements;
 - iii. Public art or outdoor architectural features;
 - iv. Pergolas and/or arbor structures;
 - v. Benches and complimentary site furniture.
- b. A reduction in plant material requirements and/or landscape-related development fees proportional to the proposed site amenity (amenities) may be applied, as determined by the Development Services Department.

3. Type 2 Landscape Bufferyard – (15')

A Type 2 Landscape Bufferyard is intended to act as a physical and visual filter between adjacent parcels by separating dissimilar land uses using landscaping. Minimum width for a Type 2 Landscape Bufferyard is fifteen (15) feet. Vehicular cross-access between adjacent parcels is encouraged where appropriate. Site amenities are not encouraged within Type 2 Landscape Bufferyard.

4. Type 3 Landscape Bufferyard – (10' + Fence)

A Type 3 Landscape Bufferyard is intended to act as a physical and visual filter between adjacent parcels by separating dissimilar land uses utilizing both an opaque, minimum six (6) foot tall fence and required landscaping. Minimum width for a Type 3 Landscape Bufferyard is ten (10) feet. Site amenities are not encouraged in Type 3 Landscape Bufferyard. Fences shall comply with the requirements set forth in Section 6-310 Fences.

c. Details.

1. If the area of a required bufferyard is increased or decreased through a modification to the required width, the required area coverage and planting requirements still apply based on the original minimum required width. If the area of the bufferyard will not accommodate the required number of plants, the same number of plants that cannot be accommodated shall be relocated to other areas within the site.
2. Landscape bufferyards shall be located within setbacks, except where landscape corridor requirements, easements, covenants, natural or engineered drainage, natural features, approved property entrances or exits, or required sight triangles require the bufferyard to be set back from the property line.
3. Landscape bufferyards shall not contain any development, impervious surfaces, or site features that do not function to meet the standards of this Section, unless approved by the Development Services Department. No grading, development, or land-disturbing activities shall occur within the corridor unless approved by the Plan Commission at the time of site plan approval.
4. A landscape bufferyard may be used for passive recreation or for utility or drainage easements, if the utility requirements and the bufferyard requirements are compatible, as determined by Development Services Department. If approved by the Development Services Department, stormwater Best Management Practices (BMPs) may also be located within the bufferyard. For details see Section 6-302.H Storm Water Best Management Practices.
5. Existing fences on adjacent properties may be counted as a credit if such fences are in good condition, are constructed of an opaque material, have a height of at least six (6) feet tall and meet all other fence requirements as detailed in Section 6-310 Fences.

d. Bufferyard Fences, Walls, Berms and Hedges. Fences, walls, berms and/or hedges may be required to supplement required Landscape Bufferyard requirements if the Development Services Department determines that additional screening is necessary to shield a proposed land use from adjacent uses. All fences shall meet the requirements of Section 6-310 Fences. If required, fences, walls, berms or hedges shall be constructed in accordance with the following specifications:

1. Bufferyard fences or walls shall not exceed six (6) feet in height in residential areas and shall not exceed eight (8) feet in height in non-residential areas along the perimeter of the property as outlined above.
2. Bufferyard fences and walls for residential developments over two (2) dwelling units and all non-residential development shall be made of natural materials such as wood, stone, vinyl or brick, with the design to be approved as a part of the landscape review. Hedges shall meet standards of this Section.
3. Earthen berms may be a part of the approved final grading plan to ensure adequate stormwater management, as determined by the Development Services Department. Berms shall have a maximum slope of 3:1 and shall be integral to the planting design, with groundcovers, native materials, grasses, perennials and/or lawn required to cover the berm. Berms proposed for landscaping that are not a part of the original grading design will require re-submittal review and approval of stormwater engineering.

5. Foundation and Interior Landscape.

a. Foundation Landscaping.

1. **General.** Foundation landscape areas shall be provided to enhance architectural features, integrate a building(s) with the site and add visual interest to large expanses of building walls.
2. **Requirements.**
 - i. A minimum ten (10) foot wide on average foundation landscape area shall be provided along one-hundred percent (100%) of all building facades fronting a public street, except where building access walkways / driveways or emergency service connections are necessary.
 - ii. A minimum seven (7) foot wide foundation landscape area shall be provided along fifty percent (50%) of all building facades not fronting a public street, except where building access walkways / driveways or emergency service connections are necessary.
 - iii. Foundation landscape areas shall consist of well-defined planting beds. A minimum of seventy-five percent (75%) of each foundation landscape area shall be occupied by planting beds, with the remaining area to be covered in a turf-grass or turf-grass alternative.
 - iv. Foundation planting beds shall consist of a combination of trees, shrubs, ornamental grasses, perennials and groundcovers. The majority of required foundation trees, shrubs and ornamental grasses shall provide year-round visual interest.
 - v. On average, a minimum of one (1) ornamental tree and sixteen (16) shrubs or ornamental grasses shall be provided for every one hundred (100) linear feet of building face.
 - vi. Foundation landscaping may be placed away from the building face in instances where the site layout allows such an alternative, but shall be no more than twenty-five (25) feet from the building face.
3. **Exception.**
 - i. Attached dwellings that share a common wall with one (1) other dwelling unit (duplexes) are exempt from foundation landscaping requirement.

b. Interior Lot Landscaping.

1. A minimum of one (1) tree is required per dwelling unit for multi-family residential development, one (1) tree per 10,000 square feet of lot area for commercial/office development, and one (1) tree per 25,000 square feet of lot area for industrial development.

c. Residential Site Interior Landscaping.

1. For commonly owned land in single-family and multi-family developments with more than one (1) structure, the open space between buildings shall appropriately landscaped to provide: screening of adjacent dwelling units, screening and shading to improve energy efficiency, and a visually appealing living environment. Landscape features such as trees and shrubs, groundcovers, flowering annuals and perennials, permitted naturalized landscaping areas, BMPs and berming shall be used as appropriate to enhance the overall appearance and function of the open space area.

6. Parking Lot Area Landscape.

a. **General.** The following standards shall apply to the perimeter screening and interior landscaping of parking lot areas:

1. **Perimeter Screening.** The design of the landscape screening around a parking lot area shall meet the following standards:

- i. All parking lot areas greater than seven (7) parking spaces shall be significantly screened from view from adjacent properties and streets. A minimum ten (10) foot wide planting bed shall surround the perimeter of all required parking lots. Within three (3) years of initial installation, all plant materials shall have attained a minimum height of three (3) feet and a minimum of seventy-five percent (75%) of the area of the planting bed shall be covered with plant materials.
- ii. The size and placement of plant material at maturity shall allow for a three (3) foot bumper overhang from the face of the curb.

2. **Parking Lot Island Landscaping.** Landscaped parking lot islands are required in order to provide aesthetic relief and shade to large expanses of paved surface. The design of parking lot islands, the selection of plant materials and the vehicular use area shall meet the following standards:

- i. One (1) detached parking lot island is required for every ten (10) parking spaces provided. Required parking islands may be consolidated to allow for better soil volume and drainage. Parking lot islands at the corners of a parking lot do not count towards the parking lot island requirements.
- ii. The area of a single parking lot island shall match the size of a single adjacent parking lot space. Minimum landscape island soil depth shall be thirty-six (36) inches, as measured from top of curb. If parking lot islands are consolidated, the area of a consolidated island shall be equal to or greater than the combined area of the required parking lot islands being consolidated.
- iii. At minimum, parking lot islands shall be located at the end of each row of parking stalls.
- iv. Shade trees shall be the primary plant materials used in parking lot islands and landscape areas. Each parking lot island shall have a minimum of one (1) shade tree. If parking lot islands are consolidated, one (1) shade tree is required for every 162 square feet of parking lot area.
- v. Additional plant materials other than turf grass, such as shrubs, ornamental grasses, perennials and ground covers, shall be planted such that sixty percent (60%) or more of the parking lot island area includes live plant material. Other than trees, items planted in an island shall not exceed the mature height of thirty (30) inches above the top of curb.
- vi. Evergreen and ornamental trees shall not be allowed in interior parking lot islands.
- vii. Curbs shall be provided between vehicular use areas and landscaped areas.
- viii. Parking lot islands shall contain at least six (6) inches of stone base and thirty-six (36) inches of topsoil per island. Islands should not be constructed on a compacted base; if severe compaction exists as determined by the Development Services Department, a drainage strategy shall be implemented.

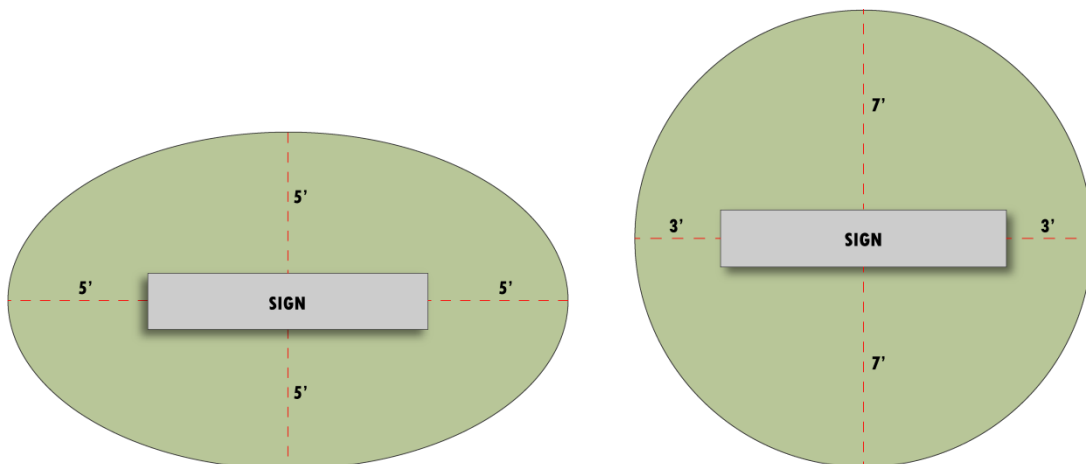
- ix. Parking lots shall be graded so that landscape islands do not impound water, unless surface impoundment is required as a method of on-site retention of stormwater. Landscape islands may contain bioswales and vegetated swales to reduce stormwater runoff and facilitate ground infiltration if the parking lot is designed to accommodate such a strategy.
- x. Best Management Practices (BMPs) should be used where appropriate within parking lot designs. See Section 6-302.H Storm Water Best Management Practices for further information.

7. Signage Landscape.

a. Required Landscaping.

1. A minimum five (5) foot wide on average landscape planting bed shall be installed around the entire base of all new permanent ground signs, or existing ground signs where the external structure is modified, as determined by the Development Services Department.
2. A minimum of fifty percent (50%) of the area of the landscape bed around a ground sign shall be occupied by vegetation. Vegetation should have year-round interest and should include shrubs, ornamental grasses and perennials; turf grass is not permitted. Plantings should be large enough to cover or soften the base of the sign without blocking the sign copy. All planting beds shall be mulched with 3" of organic mulch.
3. A landscape plan for ground signs, which will be reviewed administratively, shall be submitted with the associated sign permit. Such plans shall only be required to comply with landscape plan requirements listed in Section 6-305.E.2.a through Section 6-305.E.2.f, or as determined by the Development Services Department.
4. All landscaping shall conform to requirements listed in Section 6-104.E Clear Sight Triangles at Street Intersections and Section 6-307 Signs.

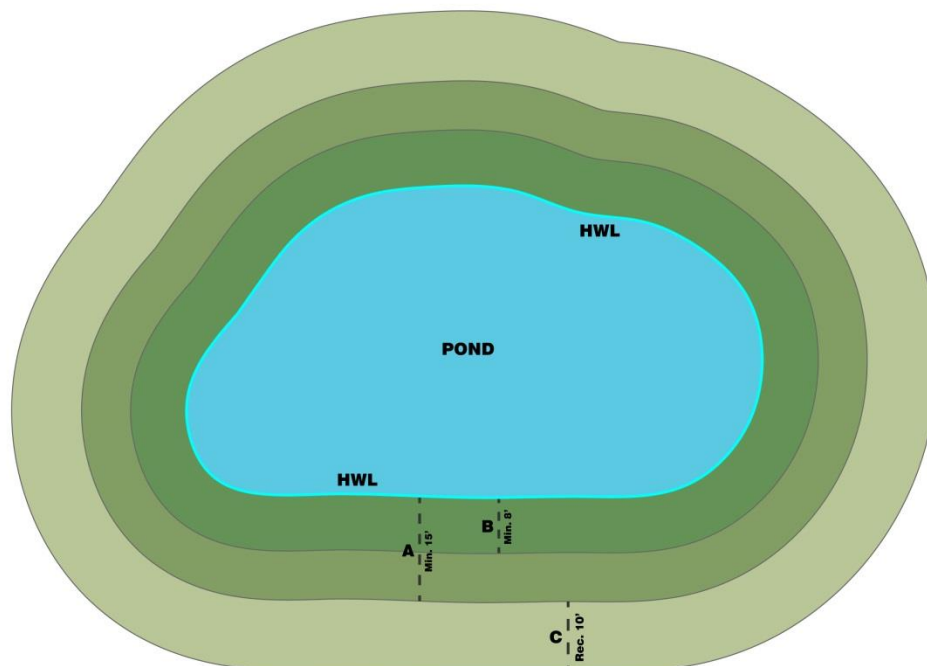
Figure 6-305.D.7.a (A) – Minimum Signage Landscape Area Examples
(Figures for Illustrative Purposes Only)



8. Stormwater Management Area Landscape.

- a. **General.** This Section details landscape requirements for stormwater management areas, namely retention and detention basins. See Section 6-409 Storm Sewers and Storm Water Detention for additional storm water management area requirements. See Section 6-412 Local Stream and Waterbody Protection, Section 6-413 Wetlands Protection and 6-414 Conservation Areas for requirements for these areas.
- b. **Requirements.**
 1. A Monitoring and Management Plan shall be submitted along with a landscape plan for all projects where naturalized landscaping is included. This plan shall coincide with the project Watershed Management Ordinance (WMO) Permit, if applicable. For further details see Section 6-305.F.2 Naturalized Landscaping Area Management Standards.
 2. A hydro-period analysis, submitted in a diagrammatical “stage versus time” graph shall be submitted for the 2-, 5-, 10-, and 100-year storm events so that it can be confirmed that proposed plantings within the basin will be able to withstand the frequency and duration of these storm events. This information shall coincide with the project Watershed Management Ordinance (WMO) Permit, if applicable.
 3. A minimum fifteen (15) foot wide naturalized landscape area with a grade of less than five percent (5%) is required above all retention and detention pond high water lines in order to slow runoff, filter pollutants, recharge aquifers and enhance water quality. Eight (8) feet of that width shall remain open and accessible for maintenance purposes, planted with native low-growing plant materials or as a recreational/maintenance trail. The balance of the naturalized landscape area shall include naturalized landscaping, as detailed below in Section 6-305.D.8.b.4. See also Section 2-102 Definitions “Naturalized Landscaping”.

Figure 6-305.D.8.b (A) – Naturalized Landscape Area Requirements (*Figure for Illustrative Purposes Only*)



A = 15' Naturalized Landscape Area - <5% Grade + 100% Naturalized Landscaping
B = 8' Maintenance Area / Trail - May be located anywhere within Naturalized Landscape Area
C = 10' Naturalized Landscaping Recommended - Turf Grass Not Recommended
HWL = High Water Line

4. The entirety of the naturalized landscape area shall be planted with 100% context-appropriate naturalized landscaping, which shall provide complete coverage of the perimeter of the basins. At minimum, native canopy trees shall be planted at a ratio not less than one (1) tree for every one hundred (100) linear feet of retention or detention basin perimeter as measured at the high water line; native understory trees shall be planted at a ratio not less than one (1) tree for every two hundred (200) linear feet; and native shrubs at a ratio not less than three (3) shrubs for every fifty (50) linear feet.
5. Only those plants that are adapted to temporary flooding shall be planted below the high water line. Required trees and shrubs shall be informally clustered, rather than evenly spaced, to create a natural appearance, and shall be installed without compromising the viability and required management of native plantings.
6. Lawn grasses are not recommended within ten (10) feet of the required naturalized landscape area.
7. Where a stormwater basin is proposed to be located within or border on a required buffer, the intensity of landscaping around the basin shall be increased to comply with the applicable standard for the buffer. In these circumstances, the fifteen (15) foot naturalized landscape area is still required.

E. Landscape Plan.

1. **General.** An applicant for development required to install landscaping per this Section shall comply with development regulations stated in the development petition. The applicant shall submit a landscape plan along with the application for development approval to the Development Services Department.
 - a. The final grading plan approved by the Village shall be used as a base map for the landscape plan. It is imperative that the landscape design professional and project engineer coordinate their work to provide grading required for landscape compliance.
 - b. All new developments and redevelopments shall adhere to the Watershed Management Ordinance (WMO), as amended, as written by the Metropolitan Water Reclamation District of Greater Chicago and regulated by the Village of Orland Park.
2. **Landscape Plan Requirements.** The landscape plan shall be prepared by a landscape architect licensed in the State of Illinois or a qualified landscape designer. The landscape plan shall include all of the following:
 - a. Landscape Architect / Designer's name, address, and telephone number;
 - b. Petitioner's name and name of development;
 - c. Scale, north arrow, date of preparation and revision dates;
 - d. Location, quantity, size, and type of existing on-site naturalized landscaping to be retained, including a tree survey, if applicable;
 - e. A proposed plant material list that includes botanical name, common name, caliper/height and pot size;
 - f. Location, quantity, size and type of all proposed plant materials and species, including quantities for all seed mixes, including tree mitigation plantings, and showing the relationship of plant materials to other site features such as utilities and easements. Plants depicted on the plan should be represented at two-third (2/3) mature plant width;

- g. A landscape data box which includes the required and proposed calculations for the following: total area in square feet of the lot to be developed, the total square feet and percentage of landscape area, the total number of and square footage of landscape islands as compared to parking stalls, and a list of the required bufferyard and corridor types;
- h. Landscape construction and planting details;
- i. Elevations and details of all fences, retaining walls or other site amenities or decorative features proposed for location on-site. The details shall include, but are not limited to, materials, colors, styles and sizes;
- j. Lot numbers on all subdivision parcels;
- k. Planting time restrictions and/or limitations;
- l. Final engineering approved grading plan showing existing and proposed contours, including berms;
- m. All proposed building footprints and hardscape areas (i.e. parking areas, driveways, sidewalks, patios);
- n. Topography, grading plan and overland flow routes;
- o. Proposed and existing utilities and easements;
- p. Site utilities including transformers/power sources for buildings and location of mechanical equipment exhaust and air intakes;
- q. An attached WMO Permit for all qualifying developments with a maintenance plan included; and
- r. Any other information that may be needed to show compliance with this Section.

3. Additional Requirements

- a. Two copies of required landscape plans must be submitted to the Development Services Department within thirty (30) days of final engineering approval of any project. The Development Services Department may require landscape plans to be submitted earlier if deemed critical to the review of the overall proposal.
- b. A tree survey and tree mitigation plan shall be reviewed with either a site plan review, variance review, and/or special use review. See Section 6-305.F.3 for tree mitigation plan details. The following actions require a tree survey and tree mitigation plan:
 - 1. The development or redevelopment of any property for any use other than a single family home.
 - 2. Tree removal on any vacant or undeveloped property, with the exception of an individual single family home lot.
- c. A Monitoring and Management Plan shall be submitted with the landscape plan for all projects where naturalized landscaping is included. See Section 6-305.F.2.b Monitoring and Management Plan for details.
- d. A WMO Permit shall be obtained for all qualifying developments. All WMO permitted projects require a Monitoring and Maintenance Plan. Qualifying developments shall reference the WMO Maintenance Plan when preparing the Monitoring and Maintenance Plan in conjunction with a Landscape Plan. See Section 6-305.F.2.b Monitoring and Management Plan for details.

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

4. Review and Approval of Landscape Plan.

- a. The Development Services Department shall review proposed landscape plans and other required documents and work with the petitioner until the plans satisfy the criteria set forth in this Section and/or any conditions of approval.
- b. The Development Services Department shall issue a recommendation to the Village Board of Trustees regarding whether the proposed plan satisfies the Village's landscape criteria.
- c. The Board of Trustees shall review the landscape plan and the recommendation of the Development Services Department and shall then approve or deny the landscape plan.
- d. The Village Board of Trustees may also impose conditions on the issuance of the landscape plan approval. These conditions shall pertain to the external appearance of the development, and may include additional landscaping, buffering, fencing or other exterior treatment.
- e. No site plan or special use approval shall be granted until a landscaping plan is approved.

5. Criteria for Approval of Landscape Plans.

- a. **Design Guidelines.** The following design guidelines shall be used to evaluate proposed landscaping plans:
 - 1. Landscape improvements shall serve to integrate the project to the site and surrounding context, with particular sensitivity to the natural topography, watercourses, and existing vegetation. Preservation of the existing landscape material and land forms should be taken into account, particularly where mature trees are a part of the site. Depending on the context, landscaping should either offer a visual and physical connection or separation between land uses;
 - 2. Landscaping shall be designed to have a natural aesthetic while having proportion, balance, unity, variety of species, and variety of color throughout the seasons, and shall be comprised of associations of plants which have similar climate, water, soil, sun exposure and maintenance needs;
 - 3. The best professional practices of the American Society of Landscape Architects, American Nursery & Landscape Association, and Illinois Green Industry Association shall be followed. In addition, guidelines proposed and referenced through the Sustainable Sites Initiative shall be utilized;
 - 4. Landscaping shall provide drifts and massing of plants with varying texture, color and forms to offset the mass of a building and to provide a visual relief to the straight lines of building architecture, parking lots and other man-made features;

5. Landscaping shall reduce the intrusion of headlights and other glare and shall provide a safety barrier between vehicles and pedestrians. Landscape plantings shall be designed to accommodate snow removal by providing appropriate setbacks and storage space;
6. Landscaping should screen the view of utilities or mechanical equipment. Existing site features within a required landscape zone which do not function to meet the standards of the required landscape zone shall be screened from the view of other properties or removed, as determined during review of a site plan or landscape plan;
7. If landscaping is used to screen service yards, utility meters and hardware, overhead doors, mechanical equipment, dumpster enclosures, and/or other potentially unattractive places from public view, landscape materials shall be planted in a natural type configuration, be equally effective in all seasons, and comply with Section 6-308.J Screening;
8. Landscaping should shade seating, walking, and outdoor activity areas, shield buildings from winter wind and summer sun so as to conserve energy, and should not interfere with clear access to the sun where solar energy collection is anticipated;
9. Landscaping should provide a natural habitat for birds and other animal life, and should preserve existing natural vegetation and other natural features (unless prohibited by building use and other agency restrictions);
10. Landscapes should be designed to encourage the minimum use of water, inorganic fertilizers, herbicides, and pesticides in the development and long term maintenance of landscapes;
11. Irrigation systems may be required for certain landscaped areas, as determined by a landscape architect. The need for sprinkler irrigation systems shall be determined by the type of plant material and the condition/growing medium that they are installed in. All irrigation systems shall be designed to minimize the use of water.
12. All earth berm locations shall be reviewed by the Village Engineer to determine how the berms shall relate to drainage and public utilities. Berms shall not exceed a maximum slope of 3:1.
13. An appropriate sight triangle shall be maintained at all intersections and entryways to negate the impact of visual obstructions and shall comply with Section 6-104.E Clear Sight Triangles at Street Intersections; and
14. Nothing shall be planted or installed within an underground or overhead utility easement or any other easement without the consent of the Village and/or the appropriate utility.

5. Landscape Material Requirements.

- a. **Plant Sizes.** Minimum sizes for plant materials for all projects at time of installation shall be as follows:
 1. Evergreen or deciduous shrubs: minimum eighteen (18) to twenty-four (24) inches in height, varieties normally measured by spread shall be a minimum of twenty-four (24) inches in spread;
 2. Deciduous shade trees: minimum two and one-half (2.5) inches caliper, balled and burlapped (B&B), measured six (6) inches above the ground, all shade trees shall have a central leader;
 3. Ornamental trees: clump form shall be a minimum six (6) feet in height or have a minimum trunk size of

two inches (2) caliper;

4. Evergreen trees: minimum six (6) feet in height and (B&B) when installed; and
5. Ornamental grasses, perennials and climbing vines shall be specified as a minimum container size of one (1) gallon unless otherwise approved by the Development Services Department.

Table 6-305.E.5.a (A) – Plant Size Requirements

Table 6-305.E.5.a(A) - Plant Size Requirements		
Plant Type	Minimum Plant Size	Minimum Plant Width
Deciduous Shade Tree	2.5" Caliper	n/a
Ornamental Tree	6' OR 2" Caliper	n/a
Evergreen Tree	6'	n/a
Evergreen / Deciduous Shrub	18" to 24"	24"
Ornamental Grass, Perennials, Vines	1 Gallon	n/a

- b. **Plant Diversity.** Diversity among required plant material is required for both visual interest and to reduce the chance of losing a large population of plants due to disease.
 1. **Table 6-305.E.5.b (A) – Plant Diversity Requirements** details the necessary maximum and minimum percentage of plant species diversity based on the total quantity of plant species per plant type. Plant types include, but are not limited to, shade trees, evergreen trees, ornamental trees, shrubs, perennials and ornamental grasses.
 - i. For example, if a development requires fifty (50) shade trees (i.e. plant type), no more than forty (40) percent [i.e. twenty (20) trees] nor less than ten (10) percent [i.e. five (5) trees] can be of any one (1) species, and there must be a minimum of five (5) different tree species within the fifty (50) trees selected.
 2. **Native landscaping** materials shall comprise thirty percent (30%) of the total plant count for all projects, except for trees and shrubs in naturalized landscapes, which should be one hundred percent (100%) native plant material specific to the proposed area’s soil, hydrology, and ecosystem.
 3. The overall number of trees and shrubs required for a site shall be comprised of not less than thirty percent (30%) evergreen, and seventy percent (70%) deciduous, plus or minus five percent (5%).

Table 6-305.E.5.b (A) – Plant Diversity Requirements

Table 6-305.E.5.b(A) - Plant Diversity Requirements				
Total Number of Plants per Plant Type *	Maximum % of Any Species #	Minimum % of Any Species	% of Native Species per Plant Type ^	Minimum Number of Species
1-4	100%	n/a	30%	1
5-10	60%	40%	30%	2
11-15	45%	20%	30%	3
16-75	40%	10%	30%	5
76-500	30%	5%	30%	8

500-1000	25%	5%	30%	10
1000+	15%	5%	30%	15
* Plant Types = Shade Tree, Evergreen Tree, Ornamental Tree, Shrub, Perennial, Ornamental Grass				
# The overall number of trees and shrubs required for a site shall be comprised of not less than 30% evergreen, and 70% deciduous, plus or minus 5%.				
^ Unless otherwise noted.				

- c. All other specifications shall conform to the American Nursery & Landscape Association, and “American Standard for Nursery Stock (ANSIZ60.1–2014)”, as amended, published by the American Association of Nurserymen at the time of installation.
- d. The Development Services Department shall be notified in writing if a plant substitution is needed due to the lack of availability during construction. The plant substitution shall have the same essential characteristics of the board approved plan species. See Section 6-305.C.3 Changes to Approved Landscape Plan.
- e. Existing trees and vegetation within a required landscape zone which are deemed healthy based on a tree survey completed by a certified arborist may be counted toward the total plant material requirements. If existing trees and shrubs do not fully meet the standards for the type of landscape zone required, additional vegetation shall be planted.
- f. Areas within landscape bufferyard or corridors not planted with trees or shrubs must be maintained as live landscaping. The clustering of trees and shrubs is encouraged in these areas. Only small trees, small shrubs and flowers may be planted in raised containers.
- g. The minimum depth of topsoil applied to new residential subdivisions, commercial areas and parks shall be (6) inches. All plant material shall be planted with a minimum of six (6) inches of organic soil.
- h. Organic mulch shall be installed under trees, shrubs, and throughout planting beds to a recommended depth of three (3) inches. Mulch should be pulled away at least four (4) inches away from the bases of trees and shrubs. Mulch should not be piled up against the trunk of a tree (i.e. “volcano mulching”) and should extend to the drip line of the tree’s branches.
- i. All sod shall be clean and reasonably free of weeds, pests or diseases. Grass seed shall be in conformance with U.S. Department of Agriculture rules and regulations and applicable Illinois state seed laws. All dormant seeding will require the use of an erosion control blanket (North American Green S150 or equal).
- j. All plant material shall be installed free of disease and in a manner than ensures the availability of sufficient soil and water to sustain healthy growth, and shall be planted in a manner which is not intrusive to utilities or pavement.

6. Time for Installation of Required Plantings.

- a. All landscaping, including mulching and seeding shall be completed in accordance with the approved landscape plan and site plan prior to issuance of an occupancy permit and prior to release of any letter of credit for the site. This shall apply to all types of developments.
- b. The Village may issue a temporary occupancy permit until June 1 of the following year if landscaping is delayed due to unusual conditions, such as drought, ice, over-saturated soil (deep mud), or inappropriate planting season for the planned species, unavailability of plant species, or other circumstances beyond the petitioner's control. If the developer has not posted a letter of credit that includes landscaping costs for the

property, the petitioner must provide the Village with a letter of credit to ensure the installation of the remaining landscape material.

- c. All parkway trees are required to be planted by June 1 of the year following issuance of the occupancy permit for any single family home. Single-family detached dwellings shall complete all landscaping, including grass, within one year of the date of issuance of a temporary occupancy permit for that dwelling.
- d. All bufferyard and common area landscaping for residential developments shall be completed in accordance with the approved site plan at the time that eighty percent (80%) of the development is completed or within the next planting season following occupancy, whichever comes first. If the development is built in phases, then the landscaping shall be completed as eighty percent (80%) of each phase is completed or within the next planting season following occupancy, whichever comes first.
- e. The developer or property owner shall contact the Development Services Department for a final landscape inspection upon completion of landscape installation. The Development Services Department shall notify the developer or property owner of any deficiencies.

F. Maintenance and Preservation.

1. General Maintenance Standards.

- a. The plantings in any landscaped area must be properly maintained in order for the landscaped area to fulfill the purposes for which it was established.
- b. The obligation for continuous maintenance is binding on the petitioner for landscape plan approval, to any subsequent property owners or any other parties having a controlling interest in the property.
- c. Continuous maintenance includes, but is not limited to, the removal of weeds; mowing; trimming; edging; cultivation; reseeding; plant replacement; appropriate fertilization; spraying; control of pests, insects and rodents by nontoxic methods whenever possible; watering/irrigation and other operations necessary to assure normal plant growth. The maintenance, repair, and replacement of all landscaping materials and barriers, including refuse disposal areas, walls, fences and other amenities upon their acceptance is also included.
- d. Continuous maintenance also includes all requirements set forth in the Village of Orland Park Code of Ordinances, Title 5, Chapter 7 "Property Maintenance Code".
- e. The replacement of any dead or dying plant materials or plant materials supporting less than fifty percent (50%) healthy leaf growth shall be replaced annually in compliance with the approved landscape plan.
- f. Areas of a parcel not covered by structures or pavement shall be planted with live landscaping.
- g. In the event that any vegetation or physical element functioning to meet the standards of this Section is severely damaged due to an unusual weather occurrence or natural catastrophe, the owner shall have one (1) year or one (1) growing season, whichever is sooner, to replace or replant.
- h. Property owners are responsible to repair or replace any and all areas damaged by seasonal snow removal to a condition compliant with the approved landscape plan on file with the Village within (1) year or one (1) growing season of the damage, whichever is sooner.
- i. All landscape materials shall be protected from damage by vehicles or pedestrians that could reduce the

viability of the plant materials. This includes maintaining landscape materials in a natural manner that precludes shaping or over-pruning of plant materials.

- j. A parkway shall be maintained by the adjacent property owner unless an agreement for maintenance has been reached with the Village. See Village of Orland Park Code of Ordinances Tree Management Program, Title 3, Chapter 6 for additional parkway tree maintenance requirements.
- k. At the time a developer turns over a subdivision to a homeowners association, the developer shall be responsible for replacing all dead plant material which was planted within the prior two (2) years. If a homeowner association has been responsible for maintenance during that period for over one year, the developer shall not be responsible for replacing poorly maintained plants. Examples of poor maintenance include over pruning, excessive weeds, improper trimming, diseases from lack of attention, cracking, leaning, or other problems associated with damage from snow plowing and mowing.

2. Naturalized Landscaping Area Monitoring and Management Standards. Naturalized landscaping areas need management on a regular basis after installation. Naturalized landscaping areas are most often planted as the landscape perimeter for a stormwater detention area, although not limited to just these areas. Site specific conditions influence the type and frequency of management needed. See Section 6-305.E.3.e for Letter of Credit requirements for naturalized landscape areas.

- a. **Landscape Plan.** A landscape plan shall be submitted for all projects where naturalized landscaping is included. See Section 6-305.E Landscape Plan for landscape plan requirements.
- b. **Monitoring and Management Plan.** A near and long-term Monitoring and Management Plan (M&M Plan) is an integral component to ensuring proper long-term management of naturalized landscapes. When required, a Monitoring and Management Plan shall be submitted with a corresponding landscape plan for Village review and approval and shall coincide with the Maintenance Plan approved with a WMO Permit.
 - 1. The Village document, commonly referred to as “Monitoring and Management Plan for Naturalized Vegetation Areas and Detention Basins”, as amended, shall be used as a template for the completion of a Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the Monitoring and Management Plan shall be approved by the Development Services Department. The following are minimum components of a Monitoring and Management Plan:
 - i. The names, addresses, contacts, and telephone numbers of the owner(s).
 - ii. The names, addresses, contacts, and telephone numbers of the party or parties legally responsible for operations and maintenance.
 - iii. If long-term management will be provided by a public agency, the Monitoring and Management Plan is to include written documentation by the public agency that they will accept such responsibility, including associated capital expenses.
 - iv. If long-term management will be provided by a property owner, business or an association, the Monitoring and Management Plan is to include a copy of the terms to demonstrate that the agreement is recorded for all lots.
 - v. A description and/or plan drawing indicating the location of permanent access (public and private), overland flow paths, control structures, etc.

- vi. A list and schedule indicating how and when inspections and maintenance are to be performed, including both routine and infrequent maintenance tasks.
 - vii. A list of general tasks or activities that are prohibited within the basin (e.g., dumping of yard waste or debris; replacement of approved vegetation with non-approved materials; construction or placement of structures; pesticide application, fertilizer application, mowing other than for meeting specific management goals; etc.).
 - viii. Documentation of the estimated routine and non-routine expenses and dedicated source(s) of funding for continued inspection, operation, and maintenance.
 - ix. A Homeowners Association (HOA) / Business Owners Association (BOA) shall include language in the governing documents authorizing for collection of fees for the naturalized landscape maintenance and outlining the process by which corrective actions will be taken and enforced.
 - x. Written acknowledgment that any amendment to the covenants and restrictions that alters the site beyond the original condition must have prior Village approval.
- c. **Single-Family Residential Naturalized Landscaping.** Single-family residential properties that include naturalized landscaping areas that exceed twelve inches (12") in height are exempt from the letter of credit requirements detailed in 6-305.E.3.e Letter of Credit, although a Landscape Plan and an abridged Monitoring and Management Plan (M&M Plan) are still required. The following conditions apply to naturalized landscaping on single-family residential properties:
1. A property owner shall apply to the Development Services Department and receive a written approval of the landscape plan prior to the installation of the naturalized landscaping.
 - i. The application shall include a plat of survey and a site plan of the single-family lot drawn to scale on a sheet not less than eight and one-half inches by eleven inches (8½" × 11"), which contains: the location of property lines; location of structures, fences, existing drainage patterns, and paved areas; location of each natural landscaping area; a list by scientific and common name of species intended to be planted and maintained within each area; and the setback distance of each naturalized landscape area that will be located near any property line. Any proposed soil amendments and levels of shade and sunlight should also be included on the plan.
 2. An M&M Plan for the near- and long-term maintenance of the naturalized landscape area shall be submitted for review and approval.
 - i. The Village document, commonly referred to as "Monitoring and Management Plan for Naturalized Vegetation Areas on Single Family Residential Properties", as amended, shall be used as a template for the completion of a single-family residential naturalized landscape Monitoring and Management Plan. Minor edits to this template may be made by the petitioner; however, the final text of the M&M Plan shall be approved by the Development Services Department.
 3. It shall be permitted to grow native plants that exceed twelve inches (12") in height within a natural landscaping area, including ferns, grasses, sedges, rushes, forbs, shrubs and trees, in lieu of turf grass lawn in designed and managed natural landscape areas.
 4. Natural landscaping shall be permitted in rear or side yards only, and setback at a minimum of three (3)

feet of any property line. No setback shall be required where the natural landscaping is separated from adjacent lots by fencing or continuous shrub of three (3) feet or more in height, or where the natural landscape area abuts permitted naturalized landscaping on an adjacent lot.

5. Naturalized landscaping may occupy a maximum of thirty percent (30%) of the total existing open space within the side or rear yards of a single-family residential property.
6. It is not the intent of this section to allow vegetated areas to be unmanaged, overgrown, a health hazard or a breeding ground for fauna known to create a safety or health hazard. Plant species that are defined as noxious and/or invasive by the Illinois Department of Natural Resources, Midwest Invasive Plant Network, or Illinois Invasive Species Council do not come within the protection of this section.
7. If the naturalized landscape installation would affect natural drainage or involve earthwork or affect capacity of neighboring retention or detention facilities, then a land development review application shall be submitted as per the provisions of Title 5 of the Village's Land Development Code.
8. Upon installation of a naturalized landscape area, the site shall be inspected by a Village inspector or designee to verify compliance with the approved landscape plan and proper maintenance of the natural landscape area. After a successful inspection, the property owner will be provided with a letter from the Village certifying that the naturalized landscape has been inspected and meets the criteria of this Section. Subsequent inspections shall be performed annually by the Village or designee, or as determined by the Development Services Department.
9. Permission for single-family residential natural landscaping may be revoked with cause, such as failure of the owners to manage the areas or to respond to notices of creation of a nuisance or violation of the weed control ordinance.

3. Tree Preservation Standards

- a. **Purpose.** The purpose of this Section is to establish high preservation standards for all public and private properties within the Village, protect the Villages natural qualities and heritage, continue its reputation as an extension of the Forest Preserves, benefit the public at large as an asset to the neighborhoods, and become a source of identity and pride to the community. In addition to these high standards, this preservation ordinance specifically strives to accomplish the following:
 1. Prevent soil erosion and sedimentation;
 2. Reduce storm water runoff, replenish aquifers, and eliminate the costs associated with correcting the above;
 3. Assist in the absorption of excess carbon dioxide in the atmosphere;
 4. Create a sound buffer to noise pollution;
 5. Provide protection against natural elements such as the sun, wind and rain;
 6. Provide habitat for birds, which in turn, assists in the control of insects;
 7. Protect and increase property values; and

8. Conserve and enhance the Village's environment, especially its natural setting, and to protect the habitat of its existing wildlife.

b. **Responsibility for Compliance.** The following actions require tree removal permits. No Village official, unless the tree is a safety hazard, shall issue a permit provided herein in violation of the requirements of this Section.

1. The removal of any heritage tree, defined as any healthy tree that is twenty-four (24) inches in diameter, or greater, measured four (4) feet from the ground, from any lot, developed or undeveloped;
2. The removal of any tree from a parkway;
3. The removal of any tree, in good or poor condition, from a conservation or tree preservation easement. Easements are legal recorded agreements tied to property most often shown on a plat of survey and/or plat of subdivision;
4. The removal of any tree from utility owned property or non-residential utility easement;
5. The removal of any tree from any property, commercial, institutional, office, industrial or multifamily residential, with a Board approved landscape plan on file.

c. **Fines.**

1. Failure to obtain a tree removal permit prior to removing trees will result in a fine of \$200.00 per inch of tree caliper that shall be levied against that entity primarily responsible for said tree removal. Each subsequent act of unauthorized tree removal by the same entity shall result in a fifty percent (50%) increase over the previous fine levy. This is in addition to the required tree mitigation. Trees removed without a tree removal permit must also be replaced per the replacement standards set forth in Section 6-305.F.3.f Tree Replacement Standards.
2. Permits for the removal, relocation or replacement of trees covered herein shall be obtained by submitting an application, on a form prescribed by the Development Services Department, pursuant to the standards set forth in this Section.

d. **Tree Pruning.**

1. Tree pruning, done in order to remove dead branches or to 'limb up' the tree is permitted without a permit. If limbed up, a tree should be pruned gradually so that an unbranched trunk of a tree is never more than one-third (1/3) the total height of the tree.
2. Tree topping, or the removal of the tree central leader, is not permitted on any parkway tree, heritage tree, or conservation easement tree.
3. No more than twenty-five percent (25%) of a single tree's canopy shall be removed in any one (1) year.
4. All trees must be installed and trimmed to ensure that branches shall not obstruct the view of any street intersection and so that there shall be a clear space of eight (8) feet above the surface of the street or sidewalk.

e. **Tree Protection.**

1. During the development of a property, or the relocation/removal of permitted trees, the owner of the property shall be responsible for the erection of any and all barriers or protective guards necessary to protect any existing or installed vegetation from damage both during and after construction.
2. Trees to be preserved during the development of the property shall be protected during construction by a fence around the drip line of each tree to prevent compaction of soil and other damage to the tree by equipment or materials. No excess topsoil, construction materials, debris, or chemicals are allowed within the protected drip line of each tree. In addition, no parking of vehicles, on-site offices, or machinery is allowed inside the protected dripline. All refueling, maintenance, lunch, break and burning areas are to be located away from all protected trees.
3. Wherever a change of ground grading is planned, the trees to be preserved shall be protected by a retaining wall, placed at the drip-line so as to preserve the existing grade for the roots.
4. Wherever a change of grading is planned, the topsoil shall be preserved for the new landscaping to be installed.
5. When trenching alongside existing trees is unavoidable, the trench must be one (1) foot for every one (1) inch tree caliper, as measured four (4) feet above grade, away from the base of the existing tree to be preserved.
6. Construction pruning and root pruning of trees directly impacted by construction may be required for preservation of existing trees. These measures must be indicated on the tree preservation plan or the submitted application for permit.

f. Tree Replacement Standards.

1. Size.

All trees that are four (4) inches in diameter, measured four (4') feet from the ground shall be replaced as detailed in Table 6-305.F.3.f.1 (A) – Tree Replacement Standards, pursuant to Village approval.

Table 6-305.F.3.f.1 (A) - Tree Replacement Standards

Table 6-305.F.3.f.1 (A): Tree Replacement Standards	
CANOPY TREES	
Diameter of Removed Trees	Number of Replacement Trees Required
4" to 12"	2 trees at 2.5" or 1 tree at 4"
13" to 23"	4 trees at 2.5" or 2 trees at 4"
24" or greater	6 trees at 2.5" or 3 trees at 4"
EVERGREEN TREES	
Height of Removed Trees	Number of Replacement Trees Required
6' to 10'	2 trees at 2.5" or 1 trees at 4"
10' to 14'	4 trees at 2.5" or 2 trees at 4"
14' or taller	6 trees at 2.5" or 3 trees at 4"

2. Tree of Heaven (*Alianthus* spp.), Buckthorn, Willow, Box Elder, Silver Maple, Osage Orange, all species of Ash (*Fraxinus* spp.) and Cottonwood (*Populus deltoides*) are exempt from mitigation requirements.

3. Trees rated as 'Poor' or 'Dead' on a tree survey completed by a certified arborist are exempt from mitigation requirements.
4. The owner of a site with landscaping that is unhealthful (i.e. spaced too closely) may be permitted to plant replacement trees in the parkway or elsewhere in the Village, if approved by Development Services Department.
5. If the required mitigation trees cannot be provided on the site, the petitioner shall pay cash, in the amount of \$400 for each two and one-half (2.5) inch caliper tree, in lieu of tree replacement to the Village's Tree Mitigation Bank. This account shall be used only for the intended purpose of planting trees in public places throughout the Village. Such a fee in lieu of mitigation must be approved by the Development Services Department and can only be used when replacement on site is not possible.

g. Heritage Tree and Parkway Tree Removal.

1. All heritage trees and parkway trees shall be replaced per the replacement standards set forth in Section 6-305.F.3.f Tree Preservation Standards. The number of replacement trees may be limited by what can be reasonably accommodated within the available lot area, but any reduction in mitigation requirements must be approved by the Development Services Department.
2. A heritage tree that is dead or diseased may be removed without replacement if the tree is certified as dead or diseased by a certified arborist, to be retained by the homeowner, and with issuance of a tree removal permit.
3. A parkway tree that is dead or dying may be removed without replacement if the tree is confirmed as dead or diseased by the Development Services Department or Public Works Department and with issuance of a tree removal permit.

h. Procedures to Obtain a Tree Removal Permit For New Development.

1. **Tree Mitigation Plan.** Developers of any site for any use other than a single family home seeking a site plan or landscape plan approval shall submit a tree mitigation plan with the petition for development. A tree mitigation plan shall include:
 - i. A tree survey showing the location, edge of dripline, species, trunk diameter and condition of every tree four (4) inches or larger, measured from four (4) feet from the ground, on the property. The survey shall distinguish existing trees which are proposed to be destroyed, relocated, replaced, preserved at their present location, or introduced into the development from an off-site source and identified on either the map or an accompanying sheet by code. The Development Services Department may provide that the tree survey exclude those portions of the site which it determines will not be affected by the development activity.
 - ii. A tree mitigation report that highlights number of trees to be removed and the number and size of the required replacement trees pursuant to the replacement standards set forth in Section 6-305.F.3.f Tree Replacement Standards.
2. The tree survey and mitigation report will be reviewed and approved by the Village Board of Trustees through the site plan review process or landscape plan review process. Approval of a tree survey and mitigation report shall be granted only if the Development Services Department finds that all reasonable efforts have been undertaken in the architectural layout and design of the proposed development to preserve existing trees and to otherwise enhance the aesthetic appearance of the development by the

incorporation of trees in the design process. Relocation or replacement of trees may be required as a condition of approval in accordance with the criteria set forth in this Section. No tree removal shall take place until the tree survey and mitigation report have been approved by the Village Board.

i. Procedures to Obtain a Tree Removal Permit For Single Family Homes and Existing Development.

1. All others requesting a tree removal permit shall fill out a tree removal permit application prescribed by the Development Services Department prior to its removal or relocation. The applicant shall provide the following information:
 - i. Information on the type of tree and the size of the tree under consideration;
 - ii. Reason(s) for the tree(s) removal/relocation;
 - iii. Photograph(s) of the condition and location of the tree in question;
 - iv. At least one full scale photo of the tree(s) showing its surrounding environment. Any photographs supporting the reason(s) for relocation/removal should be included;
 - v. A copy of the plat of survey for the property showing the location of the existing building(s) and outlining the location of the existing tree(s) in question. If the tree location/removal involves existing or proposed utilities, driveways, structures, easements or other pertinent site features, these should also be drawn in to scale. Plans may be drawn by property owners; and
 - vi. A description of the tree(s) to be planted to replace any removed trees.
2. Approval of a tree removal permit shall be granted only if the Development Services Department finds that all reasonable efforts have been undertaken in the architectural layout and design of the proposed development to preserve existing trees and to otherwise enhance the aesthetic appearance of the development by the incorporation of trees in the design process. Relocation or replacement of trees may be required as a condition of approval in accordance with the criteria set forth in this Section. No tree removal shall take place until the issuance of a tree removal permit.
3. If the Development Services Department determines that the scope of the tree removal exceeds the provisions of this Section, the applicant must supply the information listed in Section 6-305.F.3.h Procedures to Obtain a Tree Removal Permit for New Development.

j. Final Inspection.

1. No certificate of occupancy or letter of credit release shall be issued until the relocation or replacement of trees, as required by the Board approved mitigation plan or tree removal permit, has been completed and the final landscape inspection approval has been given by the Development Services Department. Trees relocated from one portion of the site to another which do not survive transplanting shall be replaced with a suitable replacement tree as specified by the Development Services Department. Should the Department determine that, due to the time of the year that the certificate of compliance and occupancy is requested, the relocation or replacement of trees should be deferred until a more suitable time, a certificate of compliance and occupancy may be issued provided that:
 - i. The letter of credit is renewed in an amount to cover the remaining landscaping to be installed.

- ii. If a project does not have a letter of credit with the Village, the applicant(s) provides the Development Services Department with a cash deposit or bond in the amount equal to the cost of the relocation or replacement of trees;
 - iii. The applicant completes all required tree relocation or replacement within the time frame specified by the Development Services Department. The cash deposit or bond will be returned to the applicant provided that all work is completed within the established time frame.
2. Should the applicant fail to comply with the above item, the Development Services Department may elect to use the cash bond or letter of credit to hire a landscaper to complete the required tree relocation or replacement. Excess cash deposit, letter of credit or bond funds, if any, will then be returned to the applicant.

k. Exceptions.

- 1. In the event that any tree shall pose a threat to one's health, safety or property and require immediate removal without formal Village approval (e.g. a tree which has been blown over or struck by lightning), verbal authorization may be given by the Development Services Department and the tree removed without obtaining a written permit as herein required. Such verbal authorization shall later be confirmed in writing by the Department.
- 2. All state approved and governmental plant or tree nurseries and botanical gardens shall be exempt from the terms and provisions of this Section, but only in relation to those trees which are planted and grown for the sale or intended sale to the general public in the ordinary course of business or for some public purpose.
- 3. A tree removal authorization may be issued when a tree, due to natural circumstances, is dead or irreversibly declining, is in danger of falling, is too close to existing structures so as to endanger such structures, interferes with utility services, creates unsafe vision clearance, or constitutes a health hazard. Such trees may be removed only after the Development Services Department or Public Works Department has verified that such a condition exists.
- 4. A tree removal authorization may be issued when a tree removal is necessary to observe good forestry practice such as the number of healthy trees a given parcel of land will support or when such removal is in accordance with a documented landscape management plan.

l. Civil Remedies. In addition to any other remedies provided by this Section the Village shall have the following judicial remedies available for violations of this Section or any permit condition promulgated under this Section.

- 1. The Village may institute a civil action in a court of competent jurisdiction to establish liability and to recover damages for any injury caused by the removal of trees in contravention of the terms of this Section.
- 2. The Village may institute a civil action in a court of competent jurisdiction to seek injunctive relief to enforce compliance with this Section to enjoin any violation hereof; and to seek injunctive relief to prevent irreparable injury to the trees and/or properties encompassed by the terms of this Section.

G. List of Recommended Plant Species

LIST OF RECOMMENDED PLANT SPECIES

Common Name	Botanical	Cultivar(s)
CANOPY (SHADE) TREES		
Bald cypress	Taxodium distichum	
Beech, American	Fagus grandifolia	
Beech, European	Fagus sylvatica	
Buckeye, Ohio	Aesculus glabra	
Cherry, black	Prunus serotina	
Coffeetree, Kentucky	Gymnocladus dioica	
Elm	Ulmus spp.	
Filbert, Turkish Corylus colurna		
Ginkgo (male only)	Ginkgo biloba	Autumn gold
		Fairmount
		Lakeview
		Princeton sentry
Hackberry, common	Celtis occidentalis	
Hickory, bitternut	Carya cordiformis	
Hickory, shagbark	Carya ovata	
Honey locust (thornless)	Gleditsia triacanthos var. inermis	Green glory
		Imperial
		Majestic
		Shademaster
		Skyline
Hornbeam, European	Carpinus betulus	
Horse chestnut, common	Aesculus hippocastanum	
Larch, common	Larix decidua	
Linden, littleleaf	Tilia cordata	Chancellor
		Glenleven
		Greenspire
		Olympic
Linden, Redmond	Tilia euchlora	Redmond
Linden, silver	Tilia tomentosa	
Maple, black	Acer nigrum	Greencolumn
Maple, Freeman	Acer x freemanii	Autumn blaze
		Morgan
Maple, red	Acer rubrum	Armstrong
		Autumn flame
		Columnare
		Red sunset
		October glory
Maple, sugar	Acer saccharum	Green mountain
		Wright Brothers
Oak, bur	Quercus macrocarpa	
Oak, English	Quercus robur	
Oak, pin	Quercus palustris	

Oak, red	Quercus rubra	
Oak, swamp white	Quercus bicolor	
Oak, white	Quercus alba	
Pear, flowering	Pyres calleryana	Chanticleer
		Redspire
		Whitehouse
Tulip tree	Liriodendron tulipifera	
Zelkova, Japanese	Zelkova serrata	
EVERGREEN TREES		
Douglas fir	Pseudotsuga menziensis	
Pine, eastern white	Pinus strobes	
Pine, Limber	Pinus flexilis	
Pine, Japanese white	Pinus parviflora	
Pine, Scotch	Pinus sylvestris	
Spruce, Colorado	Picea pungens	
Spruce, Norway	Picea abies	
Spruce, Serbian	Picea omorika	
Spruce, Black Hills	Picea glauca	
ORNAMENTAL/SMALL TREES		
Alder, European black	Alnus glutinosa	
Birch, river	Betula nigra	
Birch, white	Betula platyphylla	Whitespire
Buckeye, red	Aesculus pavia	
Chokecherry, common	Prunus virginiana	
Crabapple, flowering	Malus spp.	
Dogwood, Kousa	Cornus kousa	
Fringetree, white	Chionanthus virginicus	
Hawthorn, cockspur	Crataegus crusgalli var. inermis	
Hawthorn, Washington	Crataegus phaenopyrum	
Hophornbeam, American	Ostrya virginiana	
Hornbeam, American	Carpinus caroliniana	
Magnolia, saucer	Magnolia x soulangiana	
Magnolia, star	Magnolia stellata	
Maple, hedge	Acer campestre	Marmo
Maple, miyabi	Acer miyabe	
Maple, tartarian	Acer tataricum	
Pagoda tree, Japanese	Sophora japonica	Regent
Plum, wild	Prunus americana	
Redbud, eastern	Cercis canadensis	
Serviceberry, Allegheny	Amalanchier laevis	
Serviceberry, apple	Amelanchier x grandiflora	
Serviceberry, downy	Amelanchier arborea	

Serviceberry, Saskatoon	Amelanchier alnifolia	
Tree lilac, Japanese	Syringa reticulata	Morton
		Zhang Zhiming
		Ivory Silk
LARGE DECIDUOUS SHRUBS		
Amorpha, indigobush	Amorpha fruticosa	
Burning bush	Euonymus alatus	Compactus
Buttonbush, common	Cephalanthus occidentalis	
Clethra, summersweet	Clethra alnifolia	
Cotoneaster, hedge	Cotoneaster	
Cotoneaster, Peking	Cotoneaster acutifolius	
Cotoneaster, spreading	Cotoneaster divaricatus	
Dogwood, cornelian cherry	Cornus mas	
Dogwood, gray	Cornus racemosa	
Dogwood, pagoda	Cornus alternifolia	
Dogwood, Redosier	Cornus sericea	Baileyi
		Isanti
Dogwood, tatarian	Cornus alba	
Elderberry	Sambucus canadensis	
Filbert, American	Corylus americana	
Filbert, Turkish	Corylus colurna	
Forsythia, border	Forsythia x intermedia	
Forsythia, greenstem	Forsythia viridissima	Meadowlark
		Northern sun
		Sunrise
Hydrangea	Hydrangea spp.	
Lilac	Syringa spp.	
Ninebark, common	Physocarpus opulifolius	
Sumac, smooth	Rhus glabra	
Sumac, staghorn	Rhus typhina	
Viburnum, American cranberry	Viburnum trilobum	
Viburnum, arrowwood	Viburnum dentatum	Autumn jazz
		Chicago lustre
Viburnum, blackhaw	Viburnum prunifolium	
Viburnum, burkwood	Viburnum x burkwoodii	
Viburnum, European cranberry	Viburnum opulus	
Viburnum, lantanaphyllum	Viburnum x rhytidophylloides	
Viburnum, nannyberry	Viburnum lentago	
Viburnum, wayfaringtree	Viburnum lantana	
Weigela, old fashioned	Weigela florida	
Winterberry, common	Ilex verticillata	
Witchhazel, common	Hamamelis virginiana	
Witchhazel, vernal	Hamamelis vernalis	

SMALL EVERGREEN TREES		
Arborvitae	<i>Thuja occidentalis</i>	Techny
Hemlock, Canadian	<i>Tsuga canadensis</i>	
Juniper, upright	<i>Juniperus</i> spp.	
SMALL DECIDUOUS SHRUBS		
Alpine currant	<i>Ribes alpinum</i>	Green mound
False Indigo	<i>Baptisia x bicolor</i>	
Barberry, Japanese	<i>Berberis thunbergii</i>	
Barberry, mentor	<i>Berberis x mentorensis</i>	
Bayberry	<i>Myrica pennsylvanica</i>	
Chokeberry, black	<i>Aronia melonocarpa</i>	
Chokeberry, red	<i>Aronia arbutifolia</i>	Brilliantissima
Cotoneaster, cranberry	<i>Cotoneaster apiculata</i>	
Cotoneaster, creeping	<i>Cotoneaster adpressus</i>	
Cotoneaster, rockspray	<i>Cotoneaster horizontalis</i>	
Forsythia, greenstem	<i>Forsythia viridissima</i>	Bronxensis
Kerria, Japanese	<i>Kerria japonica</i>	
New Jersey tea	<i>Ceanothus americanus</i>	
Rose	<i>Rosa</i> spp.	
Spiraea spp.	<i>Spiraea</i> spp.	
St. Johnswort	<i>Hypericum kalmianum</i>	
St. Johnswort, shrubby	<i>Hypericum prolificum</i>	
Stephanandra, cutleaf	<i>Stephanandra incisa</i>	Crispa
Sumac, gro low	<i>Rhus aromatica</i>	Gro low
Viburnum, dwarf cranberry	<i>Viburnum trilobum</i>	Compactum
Viburnum, dwarf Korean	<i>Viburnum carlesii</i>	Compactum
Viburnum, judd	<i>Viburnum x juddii</i>	
Viburnum, sargent	<i>Viburnum sargentii</i>	
SMALL EVERGREEN SHRUBS		
Boxwood	<i>Buxus koreana x sempervirens</i>	Glencoe
		Green gem
		Green mountain
		Green mound
		Green velvet
		Winter gem
Boxwood, common	<i>Buxus sempervirens</i>	
Boxwood, littleleaf	<i>Buxus microphylla</i>	
Juniper, Chinese	<i>Juniperus chinensis</i>	Kallays compacta
		var. sargentii
		Glauca
		var. sargentii

		Viridis
		Sea green
Juniper, creeping	Juniperus horizontalis	Bar Harbor
		Blue chip
		Blue rug
		Hughes
		P.C. Youngstown
Pine, mugo	Pinus mugo var. mugo	
Rhododendron	Rhododendron spp.	Northern lights
		P.J.M.
Yew, dense	Taxus x media	Densiformis
		Tauntonii
		Hicksii
GROUNDCOVERS AND VINES		
Ajuga	Ajuga reptans	
Barren strawberry	Waldsteinia ternata	
Boston ivy	Parthenocissus tricuspidata	
Clematis	Clematis spp.	
Common periwinkle	Vinca minor	
Fleeceflower	Polygonum Reynoutria	
Ginger, wild	Asarum canadense	
Hydrangea, climbing	Hydrangea anomala ssp. petiolaris	
Pachysandra, Japanese	Pachysandra terminalis	
Purpleleaf wintercreeper	Euonymus fortunei	Coloratus
Sedum	Sedum spp.	
Virginia creeper	Parthenocissus quinquefolia	
UNACCEPTABLE TREES		
All Ash (green, white, blue and all their varieties)	Fraxinus spp.	
Austrian pine	Pinus nigra	
Black locust	Robinia spp.	
Boxelder	Acer negundo	
Buckthorn	Rhamnus frangula	
Cottonwood, Eastern	Populus deltoides	
Maple, Silver	Acer saccharinum	
Mulberry	Morus spp.	
Osage orange	Maclura pomifera	
Persimmon	Diospyros spp.	
Poplar	Populus spp.	
Russian olive	Elaeagnus angustifolia	
Siberian Elm	Ulmus pumila	
Silver maple	Acer saccharinum	
Tree of Heaven	Ailanthus altissima	

Walnut	Juglans spp.	
Willow	Salix spp.	