

## **VILLAGE OF ORLAND PARK**

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

## **Meeting Agenda**

## Committee of the Whole

Village President Keith Pekau
Village Clerk John C. Mehalek
Trustees, Kathleen M. Fenton, James V. Dodge, Jr., Daniel T. Calandriello,
William R. Healy, Cynthia Nelson Katsenes, and Michael R. Milani

Monday, March 16, 2020 6:00 PM Village Hall

- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIENCE
- C. APPROVAL OF MINUTES

2020-0214 Approval of the March 2, 2020 Committee of the Whole Minutes

<u>Attachments:</u> <u>Draft Minutes</u>

## D. ITEMS FOR SEPARATE ACTION

1. <u>2020-0025</u> Hope Covenant Church - 14401 West Ave - Text Amendment and

Special Use

Attachments: 19-1105 EL to Hope

**Beds Plus Locations** 

Beds Plus Volunteer Manual

Petitioner's Narrative
Plat of Survey

Settlement Agreement Hope Village 11.27.19

Response to Special Use Standards - Hope Covenant Church (0021752

2. 2020-0035 2020 Neighborhood Road Improvement Program - Bid Award and

Consulting Engineering Services Agreement

Attachments: Bidder Summary Sheet- Austin Tyler

**Proposal** 

Committee Project Areas 2020

Bid tab

Award Recommendation.pdf

- E. NON-SCHEDULED CITIZENS & VISITORS
- F. ADJOURNMENT

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DATE: March 16, 2020

## **REQUEST FOR ACTION REPORT**

File Number: 2020-0214
Orig. Department: Village Clerk

File Name: Approval of the March 2, 2020 Committee of the Whole Minutes

## **BACKGROUND:**

## **BUDGET IMPACT:**

## **REQUESTED ACTION:**

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of March 2, 2020.

# **VILLAGE OF ORLAND PARK**

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



# **Meeting Minutes**

Monday, March 2, 2020 6:00 PM

Village Hall

# **Committee of the Whole**

Village President Keith Pekau Village Clerk John C. Mehalek Trustees, Kathleen M. Fenton, James V. Dodge, Jr., Daniel T. Calandriello, William R. Healy, Cynthia Nelson Katsenes, and Michael R. Milani

## CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:00 P.M.

**Present:** 8 - President Pekau; Village Clerk Mehalek; Trustee Fenton; Trustee Dodge; Trustee Calandriello; Trustee Healy; Trustee Nelson Katsenes and Trustee Milani

#### APPROVAL OF MINUTES

## 2020-0172 Approval of the February 17, 2020 Committee of the Whole Minutes

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of February 17, 2020.

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

Aye: 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

0 Nay:

## ITEMS FOR SEPARATE ACTION

## 2020-0170 Review Revised Ethics Policy and Discussion - Recommended Ordinance

The Ad hoc Committee was created for the purpose of drafting and recommending to the Board of Trustees an ordinance to establish ethical standards of conduct for Village Officials and providing a guide for conduct in Village matters and secondly to establish a process for a review of complaints of alleged violations of that ethics ordinance.

Members of the Ad hoc Committee:

- Carole Griffin Ruzich
- Kevin Scanlan
- Sean Kampas
- Ed Schussler
- Bill Healy Chairperson

The Ad Hoc Ethics Committee has met several times and has worked with Klein. Thorpe, and Jenkins Ltd. to accomplish its charge. Toward that end, the Committee has prepared the draft ethics ordinance for the Board of Trustee's consideration. This item is now before the Committee of the Whole for review and has been placed on the agenda for further discussion and recommendation.

Trustee Healy had comments regarding this matter. (refer to audio file)

VILLAGE OF ORLAND PARK Page 2 of 5 Board Member Sean Kampas had a presentation regarding this matter. (refer to audio file)

Mayor Pekau had a question regarding this matter. (refer to audio file)

Village Manager George Koczwara responded to Mayor Pekau's question. (refer to audio file)

Mayor Pekau had comments regarding this matter. (refer to audio file)

Trustee Dodge had questions regarding this matter. (refer to audio file)

Village Attorney Dennis Walsh responded to Trustee Dodge's questions. (refer to audio file)

Trustee Calandriello had questions and comments regarding this matter. (refer to audio file)

Mayor Pekau and Village Attorney Walsh responded to Trustee Calandriello's questions regarding this matter. (refer to audio file)

Trustee Dodge had comments regarding this matter. (refer to audio file)

Mayor Pekau had additional comments regarding this matter. (refer to audio file)

Trustee Milani had a comment regarding this matter. (refer to audio file)

I move to recommend to the Village Board to pass an Ordinance entitled: AN ORDINANCE AMENDING TITLE 1, CHAPTER 8 OF THE ORLAND PARK VILLAGE CODE (ETHICAL STANDARDS OF CONDUCT)

#### RECOMMENDED FOR APPROVAL to the Board of Trustees

Aye: 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

Nay: 0

## 2020-0173 Trustee Initiative - Andrew Corporation Site Environmental Status

Per a Trustee request, staff explored information that is publically available through the Illinois Environmental Protection Agency (IEPA) for the Andrew Corporation Property on 153rd Street. There is an extensive quantity of documentation available on-line. The current recorded No Further Remediation (NFR) letter (attached) includes the following conditions:

- \* Engineering barriers are required in two areas along the railroad tracks;
- There must be a groundwater use restriction on-site;
- Land use is restricted to industrial/commercial users;

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- \* The NFR covers only the evaluation of Volatile Organic Compounds (VOC's), Polycyclic Aromatic Hydrocarbons (PNA's) and Resource Conservation and Recovery Act (RCRA) metals;
- \* There is a requirement for building control technologies for any structure built on the site (i.e. vapor intrusion control to interior building spaces);
- \* There is a requirement for a construction worker health and safety plan when working in certain areas of the site.

Andrew Corporation's environmental consultant also negotiated an Environmental Land Use Control agreement with the adjoining railroad track due to contamination migrating from the Andrews property onto the railroad property.

In 2015, the Village requested that the IEPA require Andrew Corporation to remediate the site to residential standards due to its current zoning; which permitted only residential type uses (see attached letter). The IEPA did not require such of Andrews Corporation; instead, issuing the NFR with the industrial/commercial land use restriction.

Also attached is a document which includes some pages from the Remedial Action Completion Report. The first 11 pages include the executive summary, introduction, and background.

In order to move the site to residential standards (which the IEPA also considers a "park" standard, based on other similar projects), a thorough evaluation of the historical documentation would need to be performed and additional investigation by a professional environmental engineering consultant would be required to verify current conditions.

Trustee Milani had comments regarding this matter. (refer to audio file)

Mayor Pekau had comments regarding this matter. (refer to audio file)

Trustee Calandriello had a question regarding this matter. (refer to audio file)

Mayor Pekau responded to Trustee Calandriello's question regarding this matter. (refer to audio file)

Trustee Dodge had comments regarding this matter. (refer to audio file)

Mayor Pekau responded to Trustee Dodge's comments regarding this matter. (refer to audio file)

Trustee Milani had a question regarding this matter. (refer to audio file)

Assistant Village Manager Greg Summers responded to Trustee Milani's question. (refer to audio file)

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Trustee Dodge had additional comments regarding this matter. (refer to audio file)

Discussion Only

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

## **NON-SCHEDULED CITIZENS & VISITORS**

Michael W. Jentel addressed the committee regarding the 143rd Street Construction. (refer to audio file)

## **ADJOURNMENT: 6:45 P.M.**

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

Aye: 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

2020-0213 Audio Recording for the March 2, 2020 Committee of the Whole Meeting NO ACTION

/AB

Respectfully Submitted,

John C. Mehalek, Village Clerk

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DATE: March 16, 2020

## REQUEST FOR ACTION REPORT

File Number: 2020-0025

Orig. Department: Development Services Department

File Name: Hope Covenant Church - 14401 West Ave - Text Amendment and Special Use

## **BACKGROUND:**

**QUICK FACTS** 

Project

Hope Covenant Church - Text Amendment, Special Use Permit

Petitioner

David Sosin, Attorney for the Petitioner

## Purpose

The petitioner is submitting for a text amendment to Section 6-209.B to add to the table of uses to include the following as a special use: "Overnight sleeping accommodations (shelter), without charge from 6:00 p.m. to 7:00 a.m., limited to one such time period in seven days, for people having no regular home or residences address, as an accessory use to an existing place of worship". In addition, the petitioner will be applying for approval of a special use permit for the above-referenced use, for Hope Covenant Church located at 9955 144th Street.

Requested Actions: Text Amendment, Special Use Permit

Address: 9955 144th Street

P.I.N.: 27-09-205-012-0000; 27-09-205-013-0000

Parcel Size:

27-09-205-012-0000: .67 acres / 29,278 square feet 27-09-205-013-0000: 1.05 acres / 68,405 square feet

Comprehensive Plan Planning District & Designation: Downtown Planning District / Community and Institutional

Existing Zoning: Old Orland Historic District

Existing Land Use: Place of Worship

Proposed Land Use: "Overnight sleeping accommodations (shelter), without charge from 6:00 p.m. to 7:00 a.m., limited to one such time period in seven days, for people having no regular home or residences address, as an accessory use to an existing place of worship."

Surrounding Land Uses & Zoning:

North: Old Orland Historic District - Single Family Residential South: R-3 Residential District - Single Family Residential

East: OOH Old Orland Historic District - Single Family Residential

West: R-3 Residential District - Single Family Residential

#### BACKGROUND

## History

The Village of Orland Park was first notified that Hope Covenant Church was using its facility as an overnight shelter for the homeless in October of 2019. The Church had begun to offer a program in conjunction with Beds Plus, an organization that offers various support services to the homeless including overnight shelter, where one night a week (Tuesday) the homeless who are members of Beds Plus are provided dinner in the evening, are allowed to stay overnight and provided breakfast the next morning. The meals are either catered or donated by one of the Beds Plus volunteers.

Prior to the arrival of the overnight guests, the volunteers set up sleeping areas in the basement rooms of the Church. Representatives had indicated that there had been up to 30 members that stayed overnight in the church when the program first began.

After being made aware of the Church's operations, the Village contacted representatives of the Church to ask that they cease operations of the overnight shelter until the appropriate zoning approvals granted and building permits were issued. After discussion amongst the Village Attorney and an attorney representing the Church, Hope Covenant agreed to have the facility inspected by the Village of Orland Park and work with the Village to obtain the appropriate approvals.

The Village of Orland Park Development Services Department staff inspected the Church on October 18, 2019. Representatives of Beds Plus and the pastor of Hope Covenant Church were present. During the inspection, the representatives of the Church explained the operations and cooperated with Village staff.

The Village compiled the results of the inspection in a letter that was sent to the representatives of the Church on November 5, 2019. The letter outlined first, that because the Church was now allowing people to stay overnight the occupancy classification for the portion of the building where the overnight shelter was occurring had changed from A-3 assembly to an R-1 residential occupancy classification, in accordance with the 2018 International Building Code (IBC). The letter also outlined potential code deficiencies based on the description of the use provided by representatives of the Church and Beds Plus and the observations made during the on-site inspection.

The letter addressed the applicable code requirements that would need to be verified, including categories of General and Site, Life/Safety, Accessibility, Mechanical, Electrical, Plumbing, and Health. The letter noted that because these items were called out based on a single site visit, it was imperative that the Church cease operations of the overnight shelter until such time that a licensed design professional could submit appropriate plans detailing the current design and construction of the existing facility and Development Services Department could review and advise about the necessary corrections in order to gain compliance to the applicable code requirements.

This is the same process that is followed for any new user that attempts to occupy a building in Orland Park. If that user begins operations before approvals are granted then they must stop until the appropriate plans are evaluated and new occupancy is granted based on applicable

codes.

Additionally, per Section 6-209.B, overnight shelter as an accessory use to a place of worship is not listed as a permitted or special use in the Old Orland Historic District. As such, the letter indicated that the church must apply for a text amendment to allow overnight shelter accessory to a place of worship in the list of special uses in the OOH District and then apply for a special use permit to allow for this use. The specific text amendment language has been refined since the original letter and has been agreed upon by the members of the church and the Village of Orland Park.

On November 7, 2019, Hope Covenant Church confirmed that they would not cease shelter operations while the health and safety issues were addressed. On November 7, 2019, the Village filed a temporary restraining order and preliminary injunction for the Church to cease operations of the shelter. On November 8, 2019, the Circuit Court of Cook County held an emergency hearing on the motion. At the hearing the court order Hope Covenant Church to provide a plan by November 14, 2019, to correct life and safety issues. Hope Covenant Church did provide a response letter but did not provide the specific information requested in the letter sent by the Village.

On November 18, 2019, a hearing was held with the Circuit Court of Cook County where the court ordered Hope Covenant Church to install smoke and carbon monoxide detectors prior to offering the shelter the following Tuesday. On November 25, 2019, the Village reached a tentative agreement with Hope Covenant Church that allowed the continuation of the use while the remaining outstanding safety issues were being addressed. The settlement agreement was unanimously approved by the Village Board of Trustees.

The settlement agreement outlined the responsibilities of Hope Covenant Church from the building and zoning code perspective. Within forty-five (45) days of the date of the agreement, the Church was required to provide plans prepared by a licensed design professional that demonstrate how Hope Covenant intended to use the subject property for an overnight shelter. This was required to include: the number of occupants, distribution of sleeping rooms, paths of ingress and egress from the sleeping area, locations of fire alarms, smoke detectors and carbon monoxide detectors, exterior and emergency lighting, submittal of a request for interpretation from the State of Illinois for Accessibility Code applicability, policies and plans for food handling and service, and plans for either fire rating of corridors and partitions or a fire watch (monitors) in accordance with the applicable codes. The agreement noted that plans would not require structural modifications unless otherwise required by law.

A preliminary floor plan has been received and an initial meeting with the Village staff and architect representing the church has been held. Full building plans will be submitted after the zoning process is complete to ensure that any conditions of approval noted in the public hearing process can be incorporated.

The settlement agreement also required that the Church submit for a text amendment and special use permit to allow the overnight shelter use. The application has been submitted and is the subject of this review and report.

## PROJECT DESCRIPTION

The proposed project will only cover a text amendment to the Land Development Code and the analysis of a special use permit. No physical changes are being proposed to the site or building as part of this review. The petitioner will be required to submit for building permit review to verify

compliance with applicable codes based on how the space will be used.

## **Text Amendment**

When the text amendment was discussed, the tentative language was to provide an amendment to Section 6-209.B.4 that would allow overnight shelter accessory to a place of worship as a special use and then provide a definition for overnight shelter. The specific text amendment as published will be the following:

Amend the text of Section 6-209.B to add to #4 of the Table of Uses in said Section, as a Special Use, the following:

## 4. Civic and Institutional Uses:

"Overnight sleeping accommodations (shelter), without charge from 6:00 p.m. to 7:00 a.m., limited to one (1) such time period in seven (7) days, for people having no regular home or residence address, as an accessory use to an existing place of worship."

The specific text amendment was compiled based on the Emergency Overnight Shelter Volunteer Manual provided by Beds Plus.

In the following section regarding the proposed special use permit, there will be a brief description of Beds Plus as well as how their standard operations will apply to Hope Covenant Church.

## **Special Use Permit**

Based on the narrative provided by the petitioner, the mission of Beds Plus since 1988, has been to help vulnerable individuals stabilize their lives through housing and supportive services, and offer a range of national best practice-based services, including, homeless prevention services, emergency services, and housing services.

The subject of this special use permit approval is the emergency overnight shelter. Beds Plus' partners with 15 faith-based organizations in ten municipalities throughout Southwestern Suburban Cook County for donated space and volunteers. The programs are being offered in Burbank, Countryside, Chicago Ridge, LaGrange, LaGrange Park, Oak Lawn, Palos Hills, Western Springs, Worth and Orland Park. In 2018 Beds provided 13,563 nights of shelter to 306 clients.

The emergency shelter overnight guests must document their connection to the Beds Plus catchment area (including seven townships in Southwest Suburban Cook County). All clients must have government-issued identification and agree to a full intake with a case manager before they're issued a Beds Plus ID card and shelter access. Registered sex offenders and anyone with an outstanding warrant are not accepted. Past felony convictions are considered before a client is accepted. The case manager creates service plans for the clients and provides additional recommendations for support services. The emergency overnight shelter runs from October 1st to April 30th.

## **Overnight Shelter Operations**

According to the operations manual Beds Plus provides a site manager in charge of the general operation of the site. They supervise all site volunteers and make sure that everyone involved is following Beds Plus policies and procedures. They monitor staffing levels and provide guidance and training to on-site volunteers.

Other volunteers support operations of the shelter and fulfill duties as assigned. Finally, Beds Plus staff are responsible for client care and management. They oversee client registration, conduct intake, and serve on-call throughout the evening for client issues that may arise.

According to a response by the petitioner, the first shift consists of four to twelve volunteers. The case manager is on site until about 10:00 p.m. but is on call all night. According to the petitioner's response, the number of guests varies but would be limited to not more than 49. The maximum occupancy will be determined by the applicable building code requirements. This will be verified when full plans are submitted and reviewed. This will also be added as a condition of approval.

Generally, overnight guests are bused from one of Beds' daytime support centers to Hope Covenant Church at around 6:45 p.m. on Tuesday nights from October 1st to April 30th. The guests first take part in the intake process where there standing with Beds is evaluated to make sure they are allowed to stay overnight in the facility. Again nobody is allowed to enter until they are registered with the case manager.

Dinner service begins between 7:00 - 7:30 p.m. The volunteers serve the food. The food is prepared off-site and brought to the facility. The food service must comply with the FDA code in regards to a pot luck style of foodservice. The food being served to the public is not being prepared at a licensed commercial kitchen. As a result, the provision of the pot luck food service would be similar to that of a private party where each person brought a dish to pass. The people consuming the food need to be made aware and should have no expectation that this food is being prepared at a licensed facility or is being served by certified food handlers.

After dinner service, the guests either meet with the case manager or visit, play cards, or enjoy TV with the other guests and volunteers. Lights are turned out at 10:00 p.m. and TV is out by 11:00 p.m. All areas in the shelter are monitored every 15 minutes and doors to sleeping areas remain open. The operations manual advises volunteers on what to do in an emergency whether it is a fire or disaster or issue with one of the guests.

According to the manual clients are to be awake by 5:45 a.m. and will leave the shelter no later than 7:00 a.m. Based on a response from the petitioner the all clients are bused from the facility before 6:00 a.m. to avoid any conflict with the nearby schools. This will be added as a condition of approval.

## Special Use Standards

The petitioner has provided responses to special use standards, which responses are attached for review.

## SITE PLAN

No changes to the site are proposed. There have been some recent disturbances that the Police Department has received calls about some issues occurring in the Church parking lot. The police have requested that surveillance cameras be installed. Hope Covenant Church has agreed to this request. These should be shown on the building permit plans and the Police would like to comment on the best location for the cameras when they are installed.

## **MOBILITY**

Vehicular/Traffic

Access to the site is not changing, there are two full access curb-cuts that open on to West Ave.,

and one that opens on to 144th Street, both are local roads.

The majority of overnight shelter guests are bused to the property in the evening and provided transportation from the property in the morning.

BUILDING ELEVATIONS No changes proposed.

LANDSCAPE PLAN No changes proposed.

## **DETAILED PLANNING DISCUSSION**

**Preliminary Engineering** 

Due to the lack of proposed site changes, Preliminary Engineering approval is not required for this petition.

## Comprehensive Plan

According to the Village's Comprehensive Plan, the subject property is located in the Downtown Planning District and is designated as Community and Institutional. The proposed special use and text amendment seems consistent with the existing use classification if it meets all other code requirements. It should be noted that overnight shelters accessory to a place of worship are allowed by special use approval in other zoning districts.

## PLAN COMMISSION DISCUSSION

A public hearing was held before the Plan Commission on February 18, 2020. The petitioner's attorney, David Sosin, the pastor Hope Covenant Church, John Fogel, and the Clinical Director of Beds Plus, Shannon Goold, were present on behalf of Hope Covenant Church. Orland Park Residents, John Lawler, Mike Carrol, Margaret Carrol, Deana Walter, Patricia La Vine, Richard Forrest, and Trisha Kelliher were present and spoke at the public hearing.

The topics discussed at the Plan Commission meeting included: the history and overview of the Beds Plus organization and operations. The description provided in the above staff report delineates Beds Plus operations and the petitioner confirmed during the public hearing that they operate according to the attached volunteer manual.

Residents were concerned in regards to the shelter allowing walk-up guests. The Church initially contended that on a normal shelter evening there are not typically walk-up guests that stay overnight. However, if they do show up they are vetted by the on-site staff to determine if they are allowed to stay at the shelter. The actual vetting process is being reviewed by the Development Services Department in conjunction with the Police Department to offer best practices for vetting and background checks. Staff is coordinating a meeting for the week of March 9, 2020, with the petitioner and the Village staff to discuss this process. If information is available it can be discussed at the Committee of the Whole. Otherwise, it will be available for review when this project goes before the Village Board.

Questions were raised about the status of the Church's building permit review. Currently, a draft floor plan was submitted. After approval by the Village Board, the architect will submit full plans with applications for review. The timing was determined so any changes from the public approval process could be incorporated into the plans. Questions were also raised about the number of occupants at the shelter. The petitioner would like to have 49, but ultimately the building code requirements will dictate the total number of people allowed to stay overnight.

The residents also raised concerns about the location adjacent to the local schools. The petitioner indicated that this is not unique to other Beds Plus locations. They also stated that they would work with the schools so that their drop-off and pick-up do not interfere or disturb the school operations.

The residents asked if staff from the Church can be on-site 24 hours before and after they have overnight shelter to field questions or assist people who show up after the overnight stay. Residents claimed in the hearing that this has happened on some occasions and would like to be able to refer these people to someone at the Church. The Pastor responded that walk-up guests are not typical because a person must be registered with Beds Plus in order to participate in the overnight shelter. He said that he has advised residents to contact the Police Department if there are any issues in the neighborhood.

The residents also would like to maintain a specific staff to guest ratio and asked whether or not the shelter was serving people who are or had been from Orland Park. According to the petitioner, the staff ranges from 4-12 people on any given night. The number of guests on average is 32. Again, the total number of guests will be determined by the building permit approval. The Pastor did indicate that there were some children from Carl Sandburg High School that attended the shelter but could not reveal additional information for confidentiality purposes.

According to the petitioner, each Beds Plus location has an annual contract that is re-evaluated every year. The same will be true for Hope Covenant Church. It will be the responsibility of the petitioner to notify the Village if the shelter operations are going to continue.

The residents also asked what the policy was if the shelter has reached maximum capacity. There are several other Beds Plus locations in the surrounding area that can accommodate the guests if the Orland Park facility is full.

There was also a discussion about the advertisement of the shelter. There is information available on the Beds Plus website and Hope Covenant's website but there were no other advertising mentioned.

There was also a discussion about meal preparation and clean up. The site will function according to the FDA regulations for a "pot luck." Under this classification, there are no specific health inspections but the guests must be aware that this is similar to a gathering where every person brings a dish to pass.

The petitioner responded to the residents question that they do have policies in regards to separate accommodations for men, women, and families.

The Plan Commission added a condition of approval to the motion as follows:

10. The petitioner and staff will work together to detail the protocol to accept a guest who is a "walk-in" and not a registered participant.

They also amended condition #7 regarding the fire watch noting that it shall only be implemented until the fire alarm and sprinkler system are evaluated and upgraded.

This item is now before the Committee of the Whole for consideration.

PLAN COMMISSION MOTION

On February 18, 2020, the Plan Commission moved, by a vote of 6-0, to accept and make findings of fact as discussed at this Plan Commission meeting and within the staff report dated February 18, 2020.

And moved, by a vote of 6-0, to recommend to the Village Board of Trustees approval of a Text Amendment, amending Section 6-209.B to add to #4 of the Table of Uses in said Section, as a Special Use, the following:

4. Civic and Institutional Uses:

"Overnight sleeping accommodations (shelter), without charge from 6:00 p.m. to 7:00 a.m., limited to one (1) such time period in seven (7) days, for people having no regular home or residence address, as an accessory use to an existing place of worship."

And moved, by a vote of 6-0, to recommend to the Village Board of Trustees approval of a Special Use Permit for Overnight sleeping accommodations (shelter), without charge from 6:00 p.m. to 7:00 a.m., limited to one (1) such time period in seven (7) day, for people having no regular home or residence address, as an accessory use to an existing place of worship. Subject to the following conditions:

- 1. Meet all building code requirements, including required permits from outside agencies if required.
- 2. Petitioner must comply with the terms set forth in the Settlement Agreement executed by the Village of Orland Park on November 27, 2019.
- 3. Petitioner must restrict the total amount of overnight guests to the occupancy limits as defined by the Village of Orland Park building code or other applicable codes and ordinances.
- 4. Petitioner must submit plans for food service that meets the FDA code requirements for pot luck.
- 5. Petitioner must install surveillance cameras in the existing parking lot, the location of which will be determined in conjunction with the Orland Park Police Department.
- 6. Petitioner shall submit building permit plans outlining the proposed operations. In instances where the petitioner is seeking relief from a code requirement, they must indicate which specific section they are requesting relief from and provide an alternative to help mitigate the impact of the request.
- 7. Petitioner must institute a fire watch procedure for volunteers during overnight shelter operations until the sprinkler system and the fire alarm system in the building are evaluated and upgraded.
- 8. The overnight shelter operations will only be allowed from October 1st until April 30th.
- 9. Petitioner must submit specific interpretation requests for the Illinois Accessibility Code to the Illinois Capital Development Board. The Village cannot waive or vary any requirement of the Illinois Accessibility Code.
- 10. Petitioner and staff will work together to detail the protocol to accept a guest who is a "walk-

in" and not a registered participant.

## **BUDGET IMPACT:**

## **REQUESTED ACTION:**

I move to recommend to the Village Board of Trustees approval of a Text Amendment, amending Section 6-209.B to add to #4 of the Table of Uses in said Section, as a Special Use, and a Special Use Permit for Overnight sleeping accommodations (shelter), for Hope Covenant Church and Beds Plus at 9955 144th Street as recommended at the February 18, 2020, Plan Commission and as fully referenced in the motion below.

THIS SECTION FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)
I move to recommend to the Village Board of Trustees approval of a Text Amendment,
amending Section 6-209.B to add to #4 of the Table of Uses in said Section, as a Special Use,
the following:

4. Civic and Institutional Uses:

"Overnight sleeping accommodations (shelter), without charge from 6:00 p.m. to 7:00 a.m., limited to one (1) such time period in seven (7) day, for people having no regular home or residence address, as an accessory use to an existing place of worship."

## And

I move to recommend to the Village Board of Trustees approval of a Special Use Permit for Overnight sleeping accommodations (shelter), without charge from 6:00 p.m. to 7:00 a.m., limited to one (1) such time period in seven (7) day, for people having no regular home or residence address, as an accessory use to an existing place of worship. Subject to the following conditions:

- 1. Meet all building code requirements, including required permits from outside agencies if required.
- 2. Petitioner must comply with the terms set forth in the Settlement Agreement executed by the Village of Orland Park on November 27, 2019.
- 3. Petitioner must restrict the total amount of overnight guests to the occupancy limits as defined by the Village of Orland Park building code or other applicable codes and ordinances.
- 4. Petitioner must submit plans for food service that meets the FDA code requirements for pot luck.
- 5. Petitioner must install surveillance cameras in the existing parking lot, the location of which will be determined in conjunction with the Orland Park Police Department.
- 6. Petitioner shall submit building permit plans outlining the proposed operations. In instances where the petitioner is seeking relief from a code requirement, they must indicate which specific

section they are requesting relief from and provide an alternative to help mitigate the impact of the request.

- 7. Petitioner must institute a fire watch procedure for volunteers during overnight shelter operations until the sprinkler system and the fire alarm system in the building are evaluated and upgraded.
- 8. The overnight shelter operations will only be allowed from October 1st until April 30th.
- 9. Petitioner must submit specific interpretation requests for the Illinois Accessibility Code to the Illinois Capital Development Board. The Village cannot waive or vary any requirement of the Illinois Accessibility Code.
- 10. Petitioner and staff will work together to detail the protocol to accept a guest who is a "walk-in" and not a registered participant.

MAYOR Keith Pekau

VILLAGE CLERK John C. Mehalek

14700 S. Ravinia Avenue Orland Park, IL 60462 708.403.6100 OrlandPark.org



TRUSTEES

Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

November 5, 2019

Southwest Evangelical Covenant Church c/o Pastor Jon Fogel, Hope Covenant Church 14401 West Ave.
Orland Park, IL, 60462

Dear Pastor Fogel:

The Village of Orland Park inspected the Hope Covenant Church on October 18, 2019. The purpose of the inspection was to determine if the premises are in compliance with the applicable building, health, life safety, plumbing, accessibility, fire, electrical and mechanical code requirements delineated by Title 5, Chapter 1 of the Village of Orland Park Code as a result of the newly proposed use of a portion of the building as an overnight shelter for one night per week.

During the inspection, Development Services Department staff, including Kevin Wagner, Building /Fire Inspector/Plans Reviewer; Jamie Kucala/Plumbing Inspector/Plans Reviewer; Kryz Kociolek, Building /Mechanical Inspector/Plans Reviewer; Rick Pieprzak, Building/Electrical Inspector/Plans Reviewer; Tina Bilecki, Health Inspector; and myself met with representatives from Beds Plus, including Executive Director Tina Rounds, the Shelter Operations Manager Flo Breitbarth, and yourself to understand the operation of the overnight shelter function. Please note, Orland Fire Protection District will have to inspect the facility for a change in use as well.

According to the information provided, the people utilizing the overnight shelter are members of Beds Plus, but the representatives present at the inspection also indicated that walk-ins are welcome as long as they follow the necessary protocols to become registered with Beds Plus. If they do not follow these protocols, they are not permitted to participate.

As described, generally, the members are provided dinner in the evening, they are allowed to stay overnight and then provided breakfast the next morning. The meals are either catered or donated by one of the Beds Plus volunteers. Although there is a kitchen in the church, it was stated by the representatives of Beds Plus and the church that the kitchen is not utilized for cooking the meals, but it may be used to boil water or heat up the meals that are provided.

Prior to the arrival of the members, the volunteers set up sleeping areas in the basement rooms of the church. Based on the information provided, both you and the representatives of Beds Plus indicated that there have been up to 30 members that have stayed overnight each night since the shelter began operations on October 1, 2019, at Hope Covenant Church.

As a result of this change in use, and in accordance with the 2018 International Building Code (IBC), the occupancy classification for this portion of the building has changed from an A-3 assembly to an R-1 residential classification.

Per Village Code, Title 5, Chapter 1 Residential Use Group R-1 includes:

**USE GROUP R-1** Residential occupancies containing sleeping units where the occupants are primarily transient in nature, including: Boarding houses (transient), Hotels (transient), Motels (transient).

This determination has been made by the Village of Orland Park Building Division staff based on the use description provided by the representatives of Hope Covenant Church and Beds Plus, the inspection of the building, and the applicable codes that have been adopted by the Village of Orland Park. Village staff also contacted the International Code Council (ICC), the authoring agency for the IBC, and they confirmed the occupancy would be classified as R-1 Residential under the code.

According to Section 111.1 of the 2018 IBC, "...occupancy of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Additionally, in order to change a portion of the building into a different use, the applicant will have to submit plans prepared by a licensed design professional." (VC 5-1-13-37 amended Section 502). The referenced plans should therefore be reviewed and approved by the Village of Orland Park prior to the commencement of any construction.

The attached summary outlines the code deficiencies based on the change in use, as identified during onsite inspection. Accordingly, Hope Covenant Church must cease overnight shelter operations immediately until the public health, safety, and general occupant welfare deficiencies are brought into compliance and proper zoning is achieved.

In order to proceed with the change of occupancy, a permit application must be provided to the Development Services Department along with 3 sets of building plans, signed and sealed by a licensed design professional. The plans must demonstrate how the existing structure will be modified to comply with applicable code requirements for the new occupancy classification associated with the overnight shelter use.

The Development Services Department will review the permit application and plans in accordance with Title 5, Chapter 1 of Orland Park Village Code. Following approval of the plans, the Village will issue a permit for the applicant to complete the work necessary to bring the building into compliance. All work shall be inspected by the Development Services Department and the Orland Fire Protection District. After inspection, approval, and a determination by the Development Services Department that applicable code items have been met, a new certificate of occupancy will be issued.

In addition to the above referenced building code items, the Hope Covenant Church is zoned OOH – Old Orland Historic District. The OOH District currently allows places of worship as a special use. However, the OOH district does not allow overnight shelter ancillary to a place of worship. The church must apply for a text amendment to the Village of Orland Park Land Development Code (Section 5-108), which amendment would seek to add, "Place of Worship with Overnight Shelter," to the list of special uses in the OOH District. Subsequently, the church will need to apply for a special use permit to allow a "Place of Worship with Overnight Shelter."

Hope Covenant Church also sits on two parcels identified by PIN(s): 27-09-205-012-0000; 27-09-205-013-0000. During the entitlement approvals for a text amendment and special use permit, it is recommended that the parcels be consolidated. The application for zoning entitlement may be permitted to run concurrently with the application for occupancy.

As previously indicated, Hope Covenant Church must cease all operations of an overnight shelter immediately. The Village requires that you respond to Village Manager, George Koczwara by 12:00 p.m. on Thursday, November 7, 2019 with your intention to cease operation of an overnight shelter and comply with this directive.

Contact:

George Koczwara 708-403-6155 gkoczwara@orlandpark.org

If you fail to respond by that time and date, the Village will pursue further legal action seeking to cease overnight shelter operations until the public health, safety, and general welfare of the occupants of the church can be ensured.

If you have questions regarding these matters, please do not hesitate to contact me.

Sincerely,

Edward R. Lelo

Interim Director of Development Services

Cc: Tina Rounds, Executive Director, Beds Plus

George Koczwara, Village Manager, Village of Orland Park Greg Summers, Assistant Village Manager, Village of Orland Park

Dennis Walsh, Village Attorney, Village of Orland Park

Jonathan Cole, Attoney, Hope Covenant Church

## Summary of Inspection Observations and Code Analysis

Date of Inspection: 10/18/2019 Date of Report: 10/30/2019

Property:

Hope Covenant Church

**Overnight Homeless Shelter Use** 14401 West Avenue, Orland Park

Inspectors / Personnel Present:

Ed Lelo, Interim Director Development Services Dept. Kevin Wagner, Building / Fire Inspector / Plans Reviewer Jamie Kucala, Plumbing Inspector / Plans Reviewer

Kryz Kociolek, Building / Mechanical Inspector / Plans Reviewer Rick Pieprzak, Building / Electrical Inspector / Plans Reviewer

Tina Bilecki, Health Inspector

Hope Covenant Church Staff Present: Pastor Jon Fogel

Beds Plus Staff Present:

Tina Rounds, Executive Director

Flo Breitbarth, Shelter Operations Manager

Narrative: Village of Orland Park Development Services Department staff conducted an inspection of the above named premises in order to observe potential ramifications resulting from new use of the portion of the building (mostly basement level spaces) as a homeless shelter for one day/night per week.

## Code Matrix based on \*2018 IBC Code (see "Village Code" amendments)

Current Use Classification A-3 (assembly – places of religious worship) Proposed Use Classification R-1 (residential - transient boarding with 10ppl +)

Construction Type 3B (non-combustible exterior walls only) Building Area / Horizontal Projection A-3 use – 9,500 sf + sprinkler bonus R-1 use - 16,000 sf + sprinkler bonus Fire Protection Currently fully sprinklered and alarmed

Number of stories 1 story above grade with basement

Number of exits

Mixed Uses Building or portion of building must be classified

> as separated or non-separated mixed uses per Section 508 IBC (up to owner/architect to decide)

Occupant Load A-3 assembly with fixed seats

R-1 (dormitory) - 50 gross sf / person

#### Applicable Codes (for the proposed use as overnight shelter):

- a. Village of Orland Park Codes www.orland-park.il.us Village Code, Title 5 Chapter 1 (Building Code)
- b. (Village Code Amendments (VC)) as of latest revision at time of permit submittal.
- c. 2018 International Building Code with Amendments, Village Code, Title 5, Chapter 1
- d. 2018 International Residential Code with Amendments, Village Code, Title 5, Chapter 1
- e. 2017 National Electrical Code with Amendments, Village Code, Title 5, Chapter 3
- f. 2014 State of Illinois Plumbing Code with Amendments, Village Code, Title 5, Chapter 4
- g. 2012 International Fire Code with Amendments, Village Code, Title 5, Chapter 5
- h. 2018 International Mechanical Code with Amendments, Village Code, Title 5, Chapter 6

- i. 2018 International Property Maintenance Code w/ Amendments, Village Code, Title 5, Chapter 7
- j. 2015 Illinois Energy Conservation Code (IECC) with Amendments, Village Code

## **GENERAL AND SITE:**

- 1. Change of Occupancy: A building or structure shall not be used or occupied, and a change of occupancy of a building or structure or <u>portion thereof</u> shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. (Section 111.1 IBC)
- 2. **Professional Architectural and Engineering Services required:** In order to change a portion of the building into a different use, the applicant will have to submit plans prepared by a licensed design professional. (VC 5-1-13-10 amended Section 107.3.4)
- 3. Address min. size required: Address on front of building and all exit doors to be minimum of 6" in contrasting color. (VC 5-1-13-37 amended Section 502)
- 4. Exterior Lighting / Emergency Lighting: All required exits shall be provided with exterior illumination and battery backup emergency illumination. (Section 1008.3.2 IBC, also VC 5-1-13-82)
- 5. General Distribution of sleeping units in the building: The suggested plan of having residents occupy 2 main rooms (rooms 106 and 105), as well as having smaller rooms be used by families or having disabled residents staying in the dining room upstairs is probably not feasible. Due to a wide range of additional requirements listed below, having the rooms spread out throughout the building creates a problem of complying with said requirements. These include but are not limited to, fire separation of uses, additional fire/smoke/carbon monoxide alarms, accessibility, ventilation, etc. See specific requirements below.
- 6. Room area requirements sleeping room sizes: Every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area of each occupant thereof. This will limit the number of cots and people that can sleep in each room. (Section 404.4.1 IPMC)

## LIFE / SAFETY:

- 7. Exit Stairways verify common path of egress travel and number of stairways: Note that one of the 3 stairways in the building does not appear to meet minimum code requirements due to stair being too narrow (less than 36" wide). In addition, one of the other stairways is an open communicating stair and does not satisfy egress requirements. As such there is the potential issue of having only one compliant exit stair from the basement level, with dead end corridor. Stairway enclosures will have to be fire rated / existing construction verified to satisfy fire rating required by code. (Section 1023 IBC, Section 1007.1.1 IBC)
- 8. Number of exits from sleeping rooms: Any sleeping room with more than 10 occupants shall have a minimum of 2 separate exits. Exits must be arranged per section 1007 IBC. This would necessitate having 2 exit doors out of each larger sleeping room. (Table 1006.2.1 IBC, also VC 5-1-13-80)
- Egress encroachment general: During inspection we observed few exit corridors having doors
  which open into the corridor and potentially encroach into the egress clear width. This will have to be
  verified by the Church's design professional, with more precise measurements once the exiting plan is
  designed based on new occupancy of the basement. (Section 1005.7 IBC)
- 10. Separation of uses fire partitions required: Must provide a minimum of 2-hour rated fire separation between R-1 uses (transient boarding) and the remainder of the church which is classified as A-3 (religious worship). This includes walls, doors, and ceilings, as applicable. Refer to section 508 of IBC for mixed-use occupancies. (VC 5-1-13-43, amended 508.3.3, also Table 508.4 IBC)
- 11. **Corridors fire rating required:** Corridors serving more than 10 occupant load of R-1 occupancy shall have a minimum fire rating of 0.5 hours. (*Table 1020.1 IBC*)

- 12. Layout of cots maintain exit access: Layout of cots shall allow for 36" wide exit access paths (Section 1018.5 IBC).
- 13. Fire Alarms locations: Due to limited number of visual alarm devices, there would be a need for additional fire alarms to be installed to make sure that they are visible from all sleeping rooms. (IFC 907.5.2.3.3)
- 14. Carbon monoxide / Smoke alarms: All sleeping rooms and corridors in the immediate vicinity of sleeping rooms must have interconnected smoke and carbon monoxide (CO) alarms installed. (IFC 907.2.11, IFC 907.2.11.1)
- 15. Guardrails in stairwells min. height: The current guardrails in all stairwells do not meet the minimum 42" high requirement. (Section 1015 IBC)
- 16. Handrails in stairwells graspability/extensions: Current handrails in stairwells are either missing, do not meet graspability requirements of the code, or do not have required extensions at top and bottom of landings. (Section 1014.3 & 1014.6 IBC, also Illinois Accessibility Code)

#### **ACCESSIBILITY:**

General Comment – Per Illinois Accessibility Code, generally at least 5% of guestrooms/beds shall be provided with mobility features (Table 224.2). Depending on how the dispersion requirement is interpreted, the basement level may have to be accessible to some degree or have mobility features per section 806.

- 17. Accessible Route Proposed Entrance may be required depending on proposed design: The proposed entrance into the building does not comply with the Illinois Accessibility Code due to changes in level / stairs. It can serve as an additional entrance/exit but not as the main accessible entrance. (IAC 202.4, IAC 206.2.3.5)
- 18. Accessible Route Basement may be required depending on proposed design: The basement level would have to be provided with accessible means of access and egress. The currently non-working lift is located in a non-compliant stairwell (too narrow, head height too low). There is no accessible route from the accessible parking space to the non-working lift, and the basement level vestibule for the lift does not meet minimum maneuvering clearances and minimum door widths. (IAC 806)
- 19. Restrooms non compliant / bathing facilities: The basement restrooms do not comply with the Illinois Accessibility code due to lack of maneuvering clearances, door opening widths being too narrow, plumbing fixtures not meeting accessibility for maneuvering or operation, lack of grab bars, and other related requirements. The upstairs restrooms also do not appear to fully comply. Also, sleeping rooms with mobility features shall be provided with a bathroom having a minimum of one water closet, a lavatory, and a bathtub or shower. (IAC 806.2.4)
- 20. **Door hardware lever type handles required:** All doors shall have accessible lever type hardware. (IAC 404.2.7)
- 21. Accessible signage required: Restrooms and other rooms which serve the R-1 occupancy shall have accessible signage. (Section 1111.1, 1111.2, 1111.3 IBC)

#### **MECHANICAL, ELECTRICAL, PLUMBING:**

22. **Ventilation / fresh air – required:** Each room meant for human occupancy shall be provided with minimum operable window area of 4% of the room floor area. The current windows in rooms 106 and 105/104 do not appear to provide enough ventilation. (Section 1202.5.1 IBC)

- 23. Sleeping rooms location of fuel fired appliances: The Church suggested location of having potentially disabled residents sleeping in the dining room is likely not feasible due to location of gas cooking appliances in the same room. (Section 303.3 IFGC)
- 24. **Boiler inspection required:** Must have up-to-date inspection / approval from the State Fire Marshal for the radiant heat boiler. This was missing at time of inspection.
- 25. **Restroom lavatory maximum temperature:** At time of inspection the lower level women's and men's restroom lavatories were not operating properly with no hot water flow. Tempering valves shall be operational and set for a maximum temperature of 110 degree Fahrenheit. Tempering valves shall comply with ASSE 1070 or ASSE 1017. (Illinois Plumbing Code Section 890.680-e lavatories)

## HEALTH (code sections cited from the 2017 FDA Food Code unless otherwise specified):

- 26. Home cooked food made in an unregulated home kitchen is not permitted.
- 27. If all food is catered in, in a ready to eat form, from a permitted/health regulated business-No cooking on the premises:
  - a. Single service serving utensils would be required.
  - b. All dishes, utensils, and cups need to be single service as well. Leftovers need to be discarded after the meal period or removed from the premises.
- 28. If preparing, heating, or handling (other than those foods received from a licensed food service) any unpackaged TCS food (those requiring refrigeration for safety) onsite (like breakfast):
  - a. The kitchen would have to be updated providing commercial refrigeration bearing a sanitation standard such as NSF or UL EPH (more sanitation standards exist) (Village Code 6-1-1-4).
  - b. The stoves would also need to be updated to commercial grade bearing the same sanitation standard mentioned above (Village Code 6-1-1-4).
  - c. An appropriate hood (Type 1) will be required based on the type of cooking equipment the type of food being prepared onsite and commercial equipment necessary for such cooking.
  - d. The 2 basin sink would need to be designated for handwashing purposes only, signage is required. It would not be allowed to be used for any other purpose. (5-203.11, 5-205-11(B), 6-301.14)\*
  - e. At least one person who is a Certified Food Protection Manager with the certificate obtained from a nationally accredited ANSI course is required during food service operations (2-102.12)\*. Anyone else handling the food who is not an unpaid volunteer is required to obtain ANSI approved food handler training (IL Code 750.570).
- 29. Please note, that the above code deficiencies were determined based on the description of the proposed use provided by the representatives of the Church and Beds Plus, and in a single site visit by Development Services Department Staff. There may be additional code compliance issues that have not yet been identified. It is the Church's design professional's responsibility to identify all code related items for the proposed use of the building. Full code compliance review will be undertaken by the Development Services Department during the building permit process.



## Shipment Receipt

#### Address Information

Ship to:

Ship from:

c/o Pastor Jon Fogel Southwest Evangelical Development Services Village of Orland Park

Church

14401 West Avenue

14700 Ravinia Ave.

ORLAND PARK, IL

Orland Park, IL

60462 US 60462 US

7088733640

7084035300

## **Shipment Information:**

Tracking no.: 776902813275

Ship date: 11/05/2019

Estimated shipping charges: 58.48 USD

## Package Information

Pricing option: FedEx Standard Rate

Service type: First Overnight Package type: FedEx Envelope

Number of packages: 1 Total weight: 0.25 LBS Declared Value: 0.00 USD

Special Services: No signature required

Pickup/Drop-off: Drop off package at FedEx location

## **Billing Information:**

Bill transportation to: vop-886

Your reference:

P.O. no.: Invoice no.: Department no.:

#### Thank you for shipping online with FedEx ShipManager at fedex.com.

#### Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss, Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

**Shipment Receipt** 

## **Address Information**

Ship to:

Ship from:

Jonathan W. Cole

**Development Services** 

Law Office of Jonathan W.

Village of Orland Park

Cole

5013 W 95th Street

14700 Ravinia Ave.

OAK LAWN, IL

Orland Park, IL

60453

60462

US

US

7085297794

7084035300

## **Shipment Information:**

Tracking no.: 776903035930

Ship date: 11/05/2019

Estimated shipping charges: 58.48 USD

## **Package Information**

Pricing option: FedEx Standard Rate

Service type: First Overnight Package type: FedEx Envelope

Number of packages: 1 Total weight: 0.25 LBS Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: Drop off package at FedEx location

## **Billing Information:**

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Your reference:

P.O. no.:

Invoice no.:

Department no.:

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## Shipment Receipt

#### **Address Information**

Ship to: Ship from:

**Development Services** Jonathan W. Cole Village of Orland Park Law Office of Jonathan W.

Cole

5013 W 95th Street 14700 Ravinia Ave.

OAK LAWN, IL Orland Park, IL

60462 60453 US US

7085297794 7084035300

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P.O. no.: Invoice no .: Department no.:

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## We help vulnerable individuals stabilize their lives through homelessness prevention, shelter and supportive housing.

Shelter registration at Daytime Support Centers and at 7pm at shelter locations.

# **BEDS Daytime Support Centers**

are offered at the following locations and times:

## **WEST**

Ogden Avenue Supportive Housing

9601 Ogden Avenue, La Grange

M - F, 8am - 4pm

## SOUTH

St. Mark Evangelical Lutheran Church, Heaney Hall

11005 South 76th Avenue, Worth

M - F, 8am - 4pm

## **Daytime Support Center services include:**

Lunch served daily 12 - 1pm

Case managers available to assist with: basic needs; access to medical and behavioral health care; housing services; employment assistance; and, specialized assistance for Veterans and families.

## **WEST Emergency Overnight Shelter Locations**

Shelter available October 1st – May 15th

Hours: 7pm - 7am (please do not arrive before 6:45pm)

Overnight shelter includes dinner and breakfast.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
St. Louise de Marillac Church (Colonnade Room) 1112 Raymond La Grange Park	St. Francis Xavier Church (Joyce Hall) 145 North Waiola La Grange	St. Barbara Church 8900 Windemere Avenue Brookfield	St. Hugh Parish 7939 43rd Street Lyons	First United Methodist Church (Rose Garden Entrance) 100 West Cossitt La Grange	St. Barbara Church (Joyce Hall) 8900 Windemere Avenue Brookfield	First United Methodist Church (43rd Street Entrance) 4300 Howard Western Springs

## **SOUTH Emergency Overnight Shelter Locations**

Shelter available October 1st – April 30th

Hours: 7pm - 7am (please do not arrive before 6:45pm)

Overnight shelter includes dinner and breakfast.

Sunday	Monday*	Tuesday*	Wednesday	Thursday	Friday	Saturday
Salem UCC 9717 South Kostner Avenue Oak Lawn (Women & Children)	St. Luke the Evangelist Orthodox Church 9300 West 107th Street Palos Hills (Women & Children)	Hope Covenant Church 14401 West Avenue Orland Park (Co-ed)	Our Lady of the Ridge Parish 10810 South Oxford Chicago Ridge (Co-ed)	Pilgrim Faith UCC 9411 South 51st Avenue Oak Lawn (Co-ed)	St. Mark Evangelical Lutheran Church 11005 South 76th Avenue Worth (Co-ed)	Trinity Lutheran Church 9701 South Brandt Oak Lawn (Co-ed)
Our Lady of the Ridge Parish 10810 South Oxford Chicago Ridge (Men)	Southwest Alliance Church 9855 South Kean Palos Hills (Men) November 1 - March 30				Sacred Heart Parish 8245 West 111th Street Palos Hills (Co-ed)	

<sup>\*</sup>Transportation Available



# 2019/2020 **Emergency Overnight Shelter** Volunteer Manual

Our mission is to help vulnerable individuals stabilize their lives through housing and supportive services.

## **Office Locations:**

9601 Ogden Avenue LaGrange, IL 60525

Ogden Avenue Supportive Housing St. Mark's Daytime Support Center 11005 South 76th Avenue Worth, IL 60482

> Open 8am - 4pm, Monday - Friday 708.354.0858

> > www.beds-plus.org



#### **WELCOME VOLUNTEERS!**

Volunteers are vital to achieving the BEDS PLUS mission! Each year more than 45,000 hours are donated by volunteers. Each role you choose in the BEDS PLUS organization is crucial and important. We thank you and appreciate your commitment to the mission.

The guidelines in this volunteer manual have evolved during 31 years of experience operating the program through which we strive to offer safe and consistent services in each shelter. All BEDS Plus volunteers are expected to follow these guidelines.

With you help, BEDS Plus offers free, low-barrier emergency overnight shelter easily accessible to homeless individuals and families. The purpose of the program is to meet an immediate need for safe shelter and serve as an access point for more suitable housing. Each program participant has the right to an acceptable place to sleep and security. Shelter locations must be free of known pollutants. At a minimum, shelters must have: functioning temperature control and water supply; minimum fire safety standards; sufficient illumination; adequate restrooms; and a designated food preparation area.

## Staff Key Volunteer Contacts:

Shannon Goold Clinical Director Goold@beds-plus.org 708-354-0858 ext. 102

Mario Avila, Manager of Emergency Services avila@beds-plus.org
708-354-0858 ext. 138

Flo Breitbarth,
Shelter Operations
<a href="mailto:breitbarth@beds-plus.org">breitbarth@beds-plus.org</a>
708-354-0858 ext. 137

Tina Rounds, Executive Director rounds@beds-plus.org
708-354-0858 ext. 104

#### Section #1: JOB DESCRIPTIONS

## Site Manager:

A Site Manager is responsible for the general operation of a shelter site.

#### **Responsibilities:**

- To work 6:30-11:00 pm, or as needed on site once a week or in conjunction with a partner volunteer (other site managers or weekly team leaders).
- Oversee shelter to assure adherence to BEDS PLUS policies and procedures.
- Supervisor site volunteers.
- Work with the Volunteer Coordinator or Shelter Operations Manager to develop and maintain a site schedule and ensure adequate staffing on all shifts and provide for cooks and laundry service for each night.
- Report any pertinent client or shelter information to case management staff on duty.
- Attend site manager meetings at least once a year.
- Maintain communication with volunteers about program information throughout sheltering season.
- Be a positive role model for volunteers.
- Relay facility maintenance information to BEDS staff & act as a BEDS liaison with site church staff.
- Provide site-specific training to volunteers as necessary.

## **Emergency Overnight Shelter Volunteer:**

Volunteers are expected to fulfill their shift duties and support the operations of the emergency overnight shelter.

## **Responsibilities:**

- Commit to a one-time or ongoing shift at the emergency overnight shelter.
- Arrive on-time for scheduled shift.
- Find a reasonable replacement for your shift when you are unable to work your scheduled shift. Inform *Site Manager* of the change.
- Maintain confidentiality of BEDS Plus clients.
- Accept guidance of the Site Coordinators, Case Managers and BEDS Plus staff.
- Participate in periodic educational programs.

## **BEDS Staff:**

The staff person on-duty is the person responsible for client care and management.

## Responsibilities:

- Present on-site from 6:45 9pm (at a minimum).
- Oversee client registration process.
- Conduct intake/registration for new clients.
- Troubleshoot client and shelter issues as they arise throughout the night.
- Document outreach and interventions for clients throughout the shelter evening.
- Serve on-call throughout the evening for any client issues, questions or emergencies.
- Submit shelter reports to Manager of Emergency Services before 10:00 AM on the next business day.

## Section #2 - SHIFT DUTIES

## **OUTLINE OF SHIFT DUTIES: Site Volunteers**

**SHIFT 1** 6:30 to 11:00 pm 5 - 8 Volunteers

- 1. Set up sleeping mats, bins and linens for use as shelter. Sleeping mats should be placed in a row with spacing of at least one foot apart with clearance for a walking path to bathrooms and emergency exits.
- 2. Greet and register clients who must present BEDS current ID or current picture ID.
- 3. Check all clients against the current Do Not Admit list (DNA). Do not allow anyone on this list to enter the shelter. Direct them to staff-on-duty or site manager. Otherwise, direct them to the support center on the next business day to speak to staff regarding re-entry.
- 4. Serve dinner between 7:00-8:30 pm.
- 5. Lock doors at 9:00 pm.
- 6. Lights out at 10:00 pm.
- 7. Keep noise level and conversations low after 10pm.

**SHIFT 2** 11:00 pm to 3:00 am 2 - 4 Volunteers

- 1. Review Volunteer Sign-in & Communications Log.
- 2. Monitor site.
- 3. Greet approved late arriving clients.
- 4. Check site and bathrooms every 15 minutes.

**SHIFT 3** 3:00 am to 7:15 am 2- 4 Volunteers

1. Review *Volunteer Sign-in & Communications Log* for any early wake ups and wake clients up at designated time.

Start coffee 5:30 am

- 2. Check site and bathrooms every 15 minutes.
- 3. Wake clients at 5:45 am.
- 4. Prepare and serve breakfast from 5:45 am to 6:30 am.
- 5. Make sure clients leave the site by 7:00 am.
- 6. Clean-up site.

SHIFT 4 5:30 am to 7:15 am 2-4 Volunteers

- 1. Review Volunteer Sign-in & Communications Log
- 2. Assist 3<sup>rd</sup>-Shift with wake-up, breakfast, and site clean-up. Start coffee 5:30 am
- 3. Supervise placement of used linens and disinfected pads.
- 4. Place used laundry in laundry bags in specified location.
- 5. Place completed shelter documents in marked folder near supplies. Marked *BEDS Paperwork*.
- 6. Lock-up site per site instructions.
- 8. Return key to designated area (if applicable).

Number of volunteers needed per shift is determined by the volume of duties on those shifts with a minimum ratio of 1 volunteer per 20 clients with no less than two adult volunteers per shift.

#### SECTION #3 OUTLINE OF EMERGENCY OVERNIGHT SHELTER SUPPORT ROLES

#### **Meal Teams**

Meal teams provide dinner for guests on site. Meal teams may be comprised of a variety of individuals working together to provide up to three meals for emergency overnight shelter guests each day. Each meal team is assigned a regular date and time on the schedule. Each team should designate a leader to coordinate the meal plans and delivery. Meal team leaders correspond with the site manager to coordinate specific details of delivery, amount of food needed and heating instructions. The agency has access to food rescue groups and food donations which can be used by shelter cook teams. If you would like information about this resource, please contact the Shelter Operations Manager.

## **Dinners:**

- Meals should include a protein, vegetable and a starch. Salads & desserts are welcomed as well.
- Gallons of milk may be requested and accompanying condiments for the provided meal.
- If there is extra food, please contact the Site Manager or Staff-on-Duty.

## Bag Lunch

- At some sites, lunches are prepared by the second shift volunteers.
- Bag lunch supplies generally include a lunch meat, bread, chips/granola bars and a drink. Site Managers may request brown paper bags and sandwich bags if site supplies are short.
- Alternatively, teams may provide prepared lunches at one of our daytime support center locations. Consult the Volunteer Coordinator/Shelter Operations Manager for available opportunities.

#### Breakfast

- Breakfast can be a separate meal team or served by Shift 3 & 4 volunteers.
- Breakfast suggestion include gallons of milk and/or juice as well as your choice of muffins, cereal, donuts, coffeecake, bread for toast, eggs, breakfast meat or a breakfast casserole. Coffee is provided on-site as part of the shelter supplies.

## **Laundry Teams**

Site laundry is usually done by a team of people. *Laundry* includes linens, towels and washcloths used in the shelter.

- Laundry should be picked up by 7 a.m. and returned to the site by 6:00 pm the following week (or sooner). Consult with the Site Manager for site specific pick-up and delivery details.
- Green laundry bags should be used for soiled laundry. Use caution when handling soiled laundry.
- Extra sheets should be stored at each site in the event of an issue with the weekly laundry.
- Personal clothing items found in the laundry bag should be discarded.
- Some shelters to work with laundry partners such as schools, hospitals or professional laundry services. For sites working with these outside groups, laundry teams simply drop-off soiled linens and pick-up clean linens. Consult the Site Manager for specific details.
- BEDS Plus does not reimburse volunteers for meal or laundry expenses. Check with your tax advisor to determine if your donation is tax deductible. BEDS Plus will provide appropriate documentation upon request.

#### **DAY PROGRAM**

Volunteers help make the daytime support centers run smoothly. Volunteers help check-in clients, distribute basic needs and assist with lunch. Daytime support centers are open

Monday – Friday from 8 am – 4pm or by appointment. Volunteer duties include:

- Make coffee, set-out paper work.
- Greet, register, and interact with clients. Work at the front desk/check in area.
- Serve lunch from 12:00 noon to 1:00 pm.
- At 1:45 supervise client's clean-up of site and dispose of garbage. (Clean-up list is at site.)

The LaGrange location needs volunteers for three shifts to help staff the front desk of Ogden Avenue Supportive Housing. Three four-hour shifts include 8am – noon, noon – 4pm and 4pm – 8pm each day.

## **Daytime Support Center Locations:**

Ogden Avenue Supportive Housing, 9601 Ogden Avenue, LaGrange.

St. Mark Evangelical Lutheran Church, 11005 South 76<sup>th</sup> Avenue, Worth. Heaney Hall.

#### **CLIENT ADVOCATE**

Under the supervision of a Case Manager, volunteers mentor clients transitioning out of the shelter and into independent housing. Volunteers must agree to:

- Attend regular meetings with Case Manager and report interactions with client.
- Meet with client at least 1x per month over the course of 1 year.
- Work with client to fulfill items on the stabilization checklist.
- Maintain a professional relationship with client and case manager.

## SECTION #4 GENERAL GUIDLEINES FOR VOLUNTEERS AT THE EMERGENCY OVERNIGHT SHELTER

#### SHIFT SUBSTITUTIONS

To ensure adequate staffing at all sites, volunteers are responsible for identifying an appropriate substitute for their shift.

- If you know in advance that you cannot fulfill an assigned shift, please trade evenings with someone on your schedule. BEDS Plus requires a minimum of 1 male on site for each shift. Please keep this in mind when making a trade.
- Notify your Site Manager of the change as soon as possible.
- If you are unable to find your own substitute, your Site Manager or Team Leader will work with BEDS Plus staff to identify a substitute.

#### **PAPERWORK and COMMUNICATION**

Two (2) forms are required for record keeping. The forms must be completed each night and submitted to the BEDS Plus office within one week.

- 1. **Evening Register** (Blue)
  - Filled out by the volunteers posted at registration table.
  - Provide all information requested.
  - Bring back to the kitchen after 9pm.

## 2. Volunteer Sign-in & Communications Log (Yellow)

- Volunteers must sign-in whenever they work. This tracks adequate staffing and documents volunteer hours, which is required by many funding sources.
- If a volunteer is on the schedule but fails to attend a shift please make a notation on this form.

- Please also note laundry & meal team contact information.
- If other donations are provided, please provide contact information and donation description. BEDS will send a thank you note to the donor based on this information.
- Directions for subsequent shifts such as early wake-up, food instructions or building issues.
- Please indicate any supplies needed on this form. Supplies will be delivered to the site before the next shelter night.

#### CHILDREN AT THE SHELTER

- Volunteers under the age of 18 are welcome and encouraged to participate in the emergency overnight shelter program. However, any volunteer under the age of 18 must have a designated adult chaperone who agrees to take full responsibility for his/her well-being and behavior while at the shelter. The adult chaperon must always accompany the minor.
- Clients under the age of 18 are the full responsibility of their parent(s). Parents are responsible for the well-being and behavior of their children while at the shelter. Clients are not allowed to delegate that responsibility outside of the family to other clients or volunteers while at the emergency overnight shelter.

## **BEFORE UNLOCKING SHELTER DOOR FOR CLIENTS**

- Store all volunteers' personal belongings in the designated area (usually somewhere in the kitchen).
- Set up sleeping areas. Males under 12 years old may sleep with their mothers.
- Set out sleeping mats, bins and clean linens.
- Sleeping mats should be placed in row with spacing of at least one foot apart with clearance for a walking path to bathrooms and emergency exits.
- Prepare disinfectant solution.
- Receive food and prep instructions from the cooks and set up tables and chairs for dinner.
- Set out paperwork for volunteers along with a pen.
- Post signs at the check in desk.

## **GREETING CLIENTS – REGISTRATION & NEW CLIENT INTAKE PROCESS**

It is important to have at least one volunteer at the registration desk to admit clients until 9pm.

- No one may be admitted to the shelter without a BEDS card (temporary or permanent) until they are registered with the case manager.
- Record Client's BEDS I.D. number on *Evening Register*.
- NEW clients complete an intake with the Staff on Duty. They must present some form of photo ID to
  enter or a pink temporary ID. If the ID is not current, the individual must be referred to support
  center and not admitted.
- Give each new client a copy of the BEDS brochure/shelter listing.
- Introduce the client to the Staff on Duty.
- Record new client's name and I.D. number or temporary ID number on registration form.
- Direct the new client to a pad and a box containing sheets, blanket, and a pillow.
- Orient new clients to site (sleeping mats, restroom location, etc.)

#### **EVENING FOOD SERVICE**

- Dinner service begins between 7:00 7:30pm. Volunteers serve the food.
- Serve food in generous portions.
- Second helpings if available may not be served until 8pm.

- Persons arriving after 8:30pm will not be served until breakfast. (Serving late arrivals/leftovers is up to the discretion of the Site Manager at each location)
- If available, dessert items may be left out until 10:00 pm.
- All food tables must be cleared and disinfected after food service. If possible, sweep the area under the tables and wipe chairs. Clients are expected to clean up after themselves and assist with general clean up.

#### Food Safety Guidelines:

- Always wash hands with warm water and soap for 20 seconds before and after handling food.
- We expect anyone serving or handling food to wear food service gloves provided by BEDS Plus.
- When serving food buffet style, keep food hot with chafing dishes, slow cookers, and warming trays. Keep food cold by nesting dishes in bowls of ice or use small serving trays and replace them often. Hot food should be held at 140 °F or warmer and cold food should be held at 40 °F or colder.
- Perishable food should not be left out more than 2 hours at room temperature. Discard any food left out for more than two hours.
- Cutting boards, utensils, and countertops can be sanitized by using a solution of 1 tablespoon of unscented, liquid chlorine bleach in 1 gallon of water

#### **ENTERTAINMENT/BEDTIME PROCEDURES**

- After dinner, volunteers are encouraged to visit, play cards, or enjoy TV with our clients.
- To ensure a good night's rest, lights are turned out in the sleeping area by 10:00 pm.
- TV may remain on low volume until 11 pm. TV out by 11:00 pm
- Cell phones must be placed on silent mode while at the shelter, no calls allowed inside the site.
   Clients may use their cell phones during smoke breaks. No picture-taking or inappropriate behavior is allowed at the shelter.

#### **TRANSPORTATION**

- Bus passes are distributed by the Case Managers based on client need.
- Arrangements are made by staff for clients who need rides to important appointments or to a hard to reach shelter locations.
- Volunteers are not permitted to provide transportation to clients.

#### **SITE VISITORS**

- Site visitors are limited to: scheduled volunteers, BEDS Plus staff, and people from approved external agencies.
- Visitors must be noted on the Volunteer Sign-in and Communications Log.

#### **LATE ARRIVAL LIST**

BEDS Plus Staff on-Duty will provide a Late Arrival list to Site Managers.

- Individuals on the late arrival list are expected to arrive after 9:00 pm.
- Consult Staff on-Duty for current, approved list of clients who many enter after shelters close. If a client tries to enter after 9pm without advance permission, they should not be allowed in the shelter for the evening.
- Note all late arrivals on the Volunteer Sign-in and Communications Log.

#### **MONITORING**

- All areas in the shelter need to be monitored (sleeping area and bathrooms). Attention to this detail can prevent many problems. Sites should be checked every 15 minutes.
- Sleeping areas are never to be shut-off by closed doors.
- Smoke breaks need to be monitored by a volunteer. Bathrooms are non-smoking areas.
- Be as quiet as possible when monitoring the site during sleep hours.
- Report and document any suspicious activity.
- Call the police immediately if you suspect any illegal activities happening or someone may be harmed.

#### WAKE-UP and BREAKFAST

- No TV before 5:45 am.
- Awake clients by turning on lights at approximately 5:45 am.
- Breakfast is prepared by the 3rd-Shift volunteers. Food provided by cook teams.
- Breakfast is served from 5:45 am to 6:30 am, **after clients** deposit their used linens in the laundry bags and clean their pads with disinfectant solution.
- Clients must leave the site no later than 7 am.
- Check the site (e.g., restrooms, and other rooms) to make sure everyone has left.
- Volunteers do not provide transportation for clients.
- Volunteers are expected to clean the kitchen, sleeping area and bathrooms before leaving the site.

#### **GENERAL CLEAN-UP**

All areas used by BEDS Plus including the kitchen and bathrooms, must be kept clean throughout the shelter night and sanitized before exiting the site in the morning.

- Cleaning supplies and rubber gloves are provided at each site.
- Mess kits are available at every site. If there is a need to clean up bodily fluids, follow the
  instructions on the kits and use protective gloves. Sanitize the infected area after appropriate cleanup.
- All BEDS supplies should be put away in designated storage areas including food and food supplies.
- Clients are not allowed to leave personal items at the site. Any items left behind should be thrown in the garbage.
- Ensure that clients clean their sleeping mats with the disinfectant solution.
- Clients fold and return all blankets and pillows.
- Volunteers place all pads and bins in designated storage areas.
- Any clothing items left behind should be thrown away.
- Laundry is placed in laundry bags and put in the designated area for pick-up. Do not place laundry out in unprotected area.
- Sites to be locked-up according to individual site instructions.

#### **SMOKING REGULATIONS**

- Smoking is never allowed in the shelter sites.
- Smoke-breaks are allowed only in designated areas, for 15 minutes, at the following times: 8:15 pm, 9:15 pm. Smoke-breaks must be monitored by a volunteer. A container is provided for cigarette butts. Please make sure the smoking area is cleaned after each break.
- Remind the clients that smoking should occur no closer than 15 feet from the site entrance, especially as they exit the building in the morning.
- A morning smoke break is not part of the BEDS Plus program due to the potential for neighbor

disturbance and delay in closing the shelter. However, the decision to have a morning smoke break is based on the discretion of the Site Manager.

#### **DE-ESCALATION**

If there is a conflict at the shelter, please defer to the Site Manager or Staff On-Duty. In general, our approach to client conflict is as follows:

- Separate the client from the conflicting party and/or environment.
- Bring another volunteer with you and take the client outside to discuss their options.
- Listen to their concerns completely and affirm their feelings.
- Discuss options. Options often include developing a reasonable way to avoid further conflict or leave the shelter for the evening.
- If clients choose to leave, decide to obtain their items and do not let them back in the shelter.
- Note the interaction on the Volunteer sign-in sheet & Communications log and contact the Site Manager or Staff On-Duty to debrief. You may be required to also complete an Incident Report.
- Inform the local police department through the non-emergency number.

#### **WORKING WITH CLIENTS**

- Each client served at the shelter deserves to be treated with dignity and respect.
- Clients come to the shelter based on a wide variety of circumstances. As a volunteer and agent of BEDS Plus, you are required to respect the client's right to privacy and confidentiality. Details shared or observed about a client should be not be communicated to individuals outside the organization. Please work with the staff if you would like to assist a client or have concerns about their well-being.
- Our clients need a safe, fair and predictable environment in order to take advantage of the emergency shelter program and focus on their stabilization plan.
- Keep in mind that about half of the clients are suffering from mental health or substance use disorders.
   These guidelines as well as the leadership structure are designed to meet the needs of a wide variety of clients.
- Consult the BEDS Plus staff for additional training opportunities.

#### SECTION #5 SAFETY INFORMATION

#### **EMERGENCY NEEDS/MEDICAL CARE**

- Every site has a first aid kit.
- Volunteers are restricted from dispensing medication. However, BEDS provides over the counter pain relievers and cough drops for client use. Clients can self-administer their own prescription medications.
- Sharps containers are available upon request. Needles must be stored and disposed of properly for the safety of all involved in the emergency shelter. If a sharps container is not available, please place needle in an empty, disposable plastic container with a lid, such as a milk jug.
- If emergency medical care is needed, call the local paramedics (911).
- Please note emergency medical information on the *Volunteer Sign-in and Communications Log* and call the Staff on Duty. You may be asked to complete an incident report as well.

#### **SHELTER SAFETY**

• A volunteer must always have access to the telephone. Always keep your cell phone with you while at the shelter.

- Volunteers should avoid 1:1 encounter with clients but rather interact with clients in open areas where others can observe and assist.
- If at any time you feel that a situation might be dangerous, call the police. Always error on the side of caution.

#### POLICE

- The local police are aware of BEDS PLUS and will assist when needed. Police emergency number is **911.**
- If a client or potential client is denied entry to the shelter, voluntarily leaves due to a rule violation or is involuntarily dismissed, the Staff-on-Duty or Site Manager must call the non-emergency line of the local police department to provide a report. In the absence of a Site Manager or Staff-on-Duty, if a client is asked to leave the site, please note the incident on the *Volunteer Sign-in and Communications Log* and call the Staff on Duty before the shelter is closed for the morning. Follow-up action will be determined by the BEDS PLUS staff.
- If an officer comes to the shelter to drop off a client, call the Site Manager and Staff on Duty to the door. If neither is available, the **volunteer should handle the situation based on the information given.** However, our procedure:
  - Check to DNA list to make sure the client is permitted to enter to site.
  - Take a photo of the client's driver's license and text it to the Staff on Duty and/or Site Manager.
  - Note the officer's name and badge number on the *Volunteer Sign-in and Communications Log* along with the actions taken. Call the Staff on Duty if there are any additional questions.
  - If a client is brought to the site after midnight, they are not permitted to enter but should be encouraged to come to the daytime support center for registration the next business day or come to the shelter at 7pm the next evening.

#### FIRE/DISASTER PLANNING

In the event of an emergency or fire, volunteers should call 911 immediately. When evacuating the building the Site Manager must grab the shelter paperwork and oversee the evacuation of all persons on site. After evacuation, all shelter paperwork should be provided to the battalion chief or a police officer present to assist with any rescue efforts.

- Shelter paperwork may help account for anyone present in the event of an evacuation.
- Remember to stay calm and focus on assisting the most vulnerable individuals at the shelter.
- Familiarize yourself with the posted fire exit plan and location of fire extinguishers at the site. If a fire occurs, please follow the instructions on the fire extinguishers. Generally, when using a fire extinguisher remember to: Pull the pin; aim at the base of the fire; squeeze the handle.
- Exercise caution when using kitchen equipment and industrial stoves. Please do not leave flammable materials near the stove.
- Be sure shelter supplies and sleeping mats are properly stored away from light fixtures and electrical wires.
- If carbon monoxide alarms are triggered in the building, call 911 immediately.

In the event of a tornado or natural disaster, all persons on site will be instructed by the Staff-on-Duty or Site Manager to shelter in place in the most appropriate internal room of the building until the threat is cleared. A disaster and evaluation plan should be posted in each site.

Thank you for your partnership in serving the homeless.

# **PETITIONER'S NARRATIVE**

**BEDS Plus Overview.** The mission of BEDS Plus Care is to help vulnerable individuals stabilize their lives through housing and supportive services. **Our vision is to end homelessness.** We believe that everyone deserves a home.

Founded in 1988, BEDS Plus Care, Inc is a leader in the efforts to reduce and end homelessness in Southwest Suburban Cook County. Its mission is to help vulnerable individuals stabilize their lives through housing and supportive services, and offer a range of national best practice-based services, including:

- Homelessness Prevention Services: People who pay too much for housing, live paycheck to paycheck, and have little to no savings face a constant threat of homelessness. A crisis, such as a job loss, accident, or illness, can send them spiraling into eviction, foreclosure, or the streets. BEDS provides direct financial assistance for past due rent and security deposits to individuals and families at risk of losing their housing.
- **Emergency Services**: People experiencing homelessness face immediate risks, including illness, crime, exploitation, and addiction. BEDS facilitates 16 emergency overnight homeless shelters in faith-based organizations throughout Southwest Suburban Cook County. Shelters provide warm meals, safe places to stay, professional case management support, and connections to housing and other resources.
- Housing Services: BEDS' housing services fall into two categories: Rapid Rehousing and Permanent Supportive Housing. Rapid Rehousing targets individuals and families homeless for the first time and helps clients secure housing units within 90 days of entry into the program. It provides financial assistance for security deposits, moving costs, and rent for up to three months. Permanent Supportive Housing offers organization-managed residences for clients with a history of chronic homelessness and disability.

In every service area, BEDS' case managers partner with clients to develop individual service plans (ISPs) to achieve an appropriate housing solution and regularly follow up to assess progress and adjust goals, if needed. Case managers refer clients to partner healthcare and social service providers, employment opportunities, government benefits programs, and other resources.

**Emergency Overnight Shelter Operations**. BEDS' shelter network includes 15 faith-based organizations in ten municipalities throughout Southwestern Suburban Cook County for donated space and volunteers. Together, we operate the only emergency shelter program\_serving Burbank, Countryside, Chicago Ridge, LaGrange, LaGrange Park, Oak Lawn, Orland Park, Palos Hills, Western Springs and Worth. Thanks to our faith community partners, we provided more than 13,563 nights of shelter to 306 clients in fiscal year 2018.

A shelter night begins with a warm dinner. Each guest is provided with sleeping area, mattress, and clean linen. All overnight guests can request clothing, including winter gear, and toiletries. A volunteer site leader and BEDS case manager act as resources for clients during first shift and remain on-call throughout the evening. Overnight staffing consists of trained volunteers who work in teams during three additional

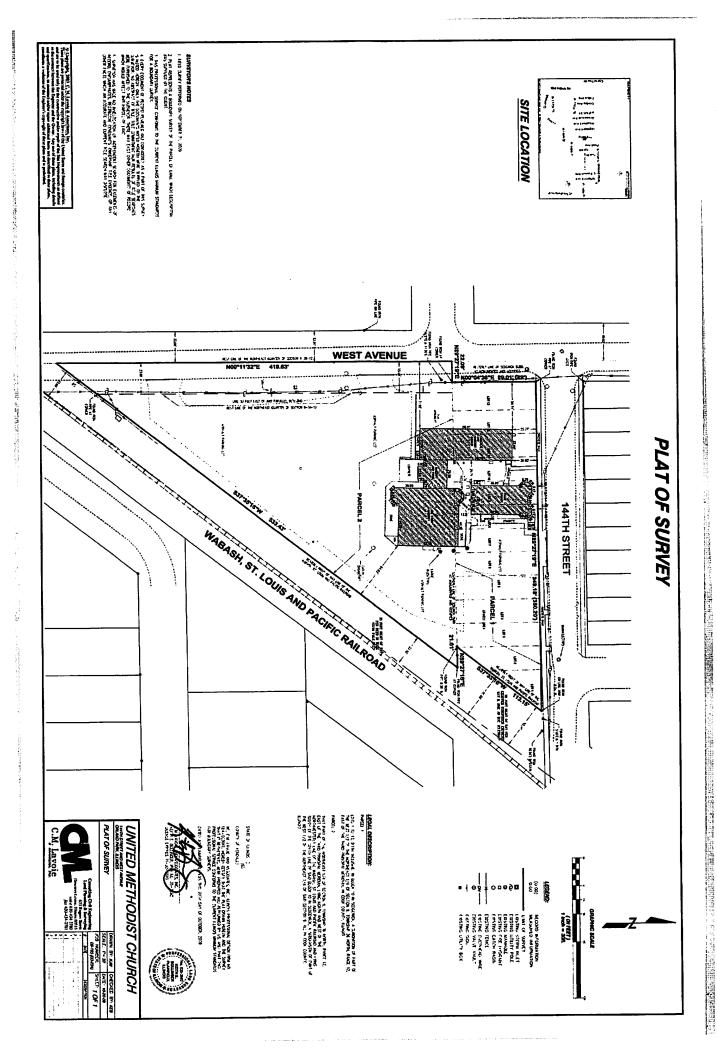
shifts throughout the evening. The volunteers monitor the site every fifteen minutes and assisting guests as required.

Guests are provided breakfast in the morning and are given a sack lunch. At least one shelter per week has shower facilities. Showers also are available daily at the Daytime Support Centers. Clients are provided with bus passes or other transportation as needed.

BEDS Plus enters into an annual agreement with each shelter site. We provide management oversight, liability insurance, volunteer recruitment, on-site case management, client registration, necessary supplies and coordination with all federal, state and county-based resources to deliver services. To ensure effective management, our staff regularly meets with volunteer site leaders and communicates with faith community leaders.

Emergency shelter clients must document their connection to the BEDS Plus catchment area (including seven townships in Southwest Suburban Cook County). All clients must have government-issued identification and agree to a full intake with a case manager before they are issued a BEDS ID card shelter access. BEDS Plus does not accept registered sex offenders or individuals with an outstanding warrant. Past felony convictions are considered before a client is accept into the program. BEDS Plus maintains current service plans for all clients, conducts various assessments and works to reduce barriers to housing for each person. Clients are prioritized by vulnerability, veteran status and motivation.

To complement our shelters, we maintain two year-round Daytime Support Centers in LaGrange and Worth. They provide clients with opportunities to connect with their case managers and BEDS Health Care Coordinator, receive substance abuse treatment, do volunteer work, and/or just enjoy lunch in a safe environment



# IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS CHANCERY DIVISION

VILLAGE OF ORLAND PARK, a municipal corporation,	)		
Plaintiff,	)	No.	2019 CH 12944
v.	)		
	)		
SOUTHWEST EVANGELICAL	)		
COVENANT CHURCH, an Illinois	)		
Not-for-Profit corporation,	)		
	)		
Defendant.	)		

#### SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019 (the "Effective Date"), by and between the Village of Orland Park ("Village" or "Plaintiff") and Southwest Evangelical Covenant Church ("Hope Covenant" or "Defendant") (Plaintiff and Defendant collectively referred to as the "Parties").

#### **PREAMBLE**

WHEREAS, the Village is a home-rule municipal corporation, granted authority pursuant to Divisions 13, 31 and 31.1 of the Illinois Municipal Code, 65 ILCS 5/11-13-1 et seq, 11-31-1 et seq and 11-31.1-1 et seq.; and

WHEREAS, Hope Covenant is the owner of the properties commonly known as 14401 West Avenue, Orland Park, Illinois and 9955 W. 144th Street, Orland Park, Illinois (P.I.N.s 27-09-205-012-0000 and 27-09-205-013-0000) (collectively the "Subject Property"); and

WHEREAS, the Village filed a Verified Complaint for Injunctive Relief and Village Code Violations against Hope Covenant on November 7, 2019, and said case is pending in the Circuit Court of Cook County, Illinois, Chancery Division, as Case No. 2019 CH 12944, relating to alleged building and zoning code violations on the Subject Property (the "Lawsuit"); and

WHEREAS, Hope Covenant filed its Answer and Affirmative Defenses to the Lawsuit on November 15, 2019, denying the allegations contained in the Lawsuit and asserting certain affirmative defenses (the "Answer"); and

WHEREAS, it is the desire of the Village and Hope Covenant to fully and finally resolve and settle the Lawsuit, their respective claims, causes of action, or actionable matters of any kind which exist between them and any and all other claims or matters which may exist or arguably existed between them as further alleged in the Lawsuit and the Answer, as of the effective date of this Agreement, and enter into a full and final compromise, settlement and mutual release.

**NOW, THEREFORE,** in consideration of the foregoing, and for other good and valuable consideration, the mutual promises and covenants set forth below, the sufficiency of which is hereby acknowledged:

- 1. <u>Incorporation of the Preamble.</u> Each of the introductory statements contained in the Preamble above are incorporated into Section 1 of this Agreement by reference and are material terms and provisions agreed to by the Village and the Hope Covenant.
- 2. <u>Compromise and Settlement.</u> This Agreement constitutes the compromise and settlement of disputed claims and causes of action that is made to avoid further costs of litigation. Nothing contained herein, nor any actions taken by the Village or Hope Covenant in connection herewith, shall constitute, be construed as or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of the Village or Hope Covenant. Further, nothing herein shall be an admission by Hope Covenant that its use classification for the shelter use of the Subject Property has changed from A-3 to R-1, nor an admission by the Village that the use classification for the shelter use of the Subject Property has not changed from A-3 to R-1,

and nothing contained herein shall prohibit Hope Covenant from continuing to operate as a place of worship.

- 3. <u>Settlement of All Claims.</u> The Village and Hope Covenant intend this Agreement to be a complete and total resolution and settlement of any and all claims and causes of action or actionable matters of any kind, as alleged in the Lawsuit and the Answer. Hope Covenant asserts they are entering into this Agreement for the purpose of continuing to operate their overnight shelter ministry.
- 4. <u>Dismissal of the Lawsuit.</u> Subject to the provisions contained herein, and with the Court to retain jurisdiction for purposes of enforcement of this Agreement, the Village will dismiss the Lawsuit against Hope Covenant, with prejudice.
  - 5. Responsibilities of Hope Covenant Building Code.
    - A. Within forty-five (45) days of the Effective Date of this Agreement, Hope Covenant shall submit to the Village plans prepared by a licensed design professional demonstrating how Hope Covenant intends to use the Subject Property for an overnight shelter, including:
      - i. the number of occupants;
      - ii. the distribution and layout of sleeping arrangements, including the specific rooms to be used;
      - iii. the paths of ingress and egress from the basement of the Subject

        Property;
      - iv. locations of fire alarms, smoke detectors and carbon monoxide detectors;
      - v. exterior lighting/emergency lighting;

- vi. submittal of a request for interpretation from the State of Illinois for Accessibility Code applicability given the representation by Hope Covenant that no person unable to walk on their own will be allowed to sleep in the basement at night;
- vii. policies or plans for food handling and service (All food for shelter occupants will be prepared offsite);
- viii. plans for either fire rating corridors and partitions or a fire watch (monitors) in accordance with applicable codes, which requires a minimum of two (2) individuals to patrol areas of the Subject Property to look for evidence of smoke, fire or any abnormal conditions, and to notify emergency personnel and alert occupants in the event any such conditions are detected.
- ix. nothing herein requires the plans to include any structural modifications to the Subject Property, unless otherwise required by law.
- B. The Village, upon receipt of the plans referenced above, shall promptly and in accordance with Title 5, Chapter I of the Village Code, review said plans, along with any request for accommodation or alternatives, to confirm compliance with building codes, and if acceptable shall issue a building and/or occupancy permit for the Subject Property.
- C. Failure by Hope Covenant to submit the plans in accordance with this Paragraph 5 within forty-five (45) days, shall constitute a breach of this Agreement, and shall result in any overnight shelter operations being

suspended until Hope Covenant complies with the terms of this Agreement.

# 6. Responsibilities of Hope Covenant – Zoning Relief.

- A. Notwithstanding Hope Covenant's position that zoning relief is not required, within forty-five (45) days of the Effective Date of this Agreement, Hope Covenant shall submit to the Village an application for a text amendment to the Village's Land Development Code in accordance with Section 5-108 of the Land Development Code, to create a special use in the Old Orland Historic Zoning District allowing for the operation of a place of worship with temporary/seasonal overnight shelter for one night a week, and for the issuance of a special use permit for the same on the Subject Property in accordance with Section 5-105 of the Land Development Code.
- B. The Village will process the text amendment and special use request in accordance with its ordinary procedures as set forth in Sections 5-105 and 5-108 of the Village Code, with such text amendment and special use permit, with any conditions imposed thereon, to be approved by the Village Board.
- C. The Village shall waive all fees in connection with the application for such text amendment and Special Use permit. Hope Covenant shall be responsible for the costs of notice to the adjoining property owners, publication notices, and the installation of signage of notice to the public.

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- D. Failure by Hope Covenant to submit the applications in accordance with this Paragraph 6 within forty-five (45) days, shall constitute a breach of this Agreement, and shall result in any overnight shelter operations being suspended until Hope Covenant complies with the terms of this Agreement.
- 7. <u>Continued Operation Of Shelter.</u> During the time period for submittal, review and approval of plans and zoning relief outlined in Paragraphs 5 and 6, and through April 30, 2020, Hope Covenant shall be permitted to continue operations of an overnight shelter on the Subject Property for one night per week, with no walk-ins accepted except in accordance with Beds Plus policy. Prior to beginning any operations after April 30, 2020, Hope Covenant shall have obtained the requisite occupancy and the Special Use Permit as set forth in Paragraphs 5 and 6 above, provided, however, this time period shall be extended upon a showing that Hope Covenant is diligently pursuing said permits and is in substantial compliance with the Village's building, life and safety codes, or other delay occasioned by the Village in the review of the Hope's submissions.
- 8. <u>Continued Compliance With Village Codes</u>. Notwithstanding anything in this Agreement to the contrary, Hope Covenant shall continue to comply with all applicable Village Code's for both its operation as a place of worship with an overnight shelter.

#### 9. Mutual Release of Claims/Covenant Not to Sue.

A. Effective as of the date of this Agreement, the Parties hereby each release and discharge, unconditionally, absolutely, and forever, each other, and, as applicable, each other's respective shareholders, directors, officers, employees, representatives, trustees, elected and appointed officials, attorneys, administrators, successors, assigns,

heirs, and personal representatives, of and from any and all claims, dues, sums of money, matters, issues, rights, accounts, contracts, promises, demands, causes of action, suits and liabilities, whether known or unknown, suspected or unsuspected, fixed or contingent, and whether or not concealed or hidden, of every nature and description whatsoever, that are, have been, could have been or in the future might be, asserted by the Parties in any action, suit, or proceeding, or that the Parties, or any of them, severally or jointly with others, ever had, now have, or hereafter can show, may have, or claim to have against each other for, upon, or by reason of, any matter, cause or thing whatsoever from the beginning of time to the Effective Date, including but not limited to all claims, rights or causes of action related to the Lawsuit or the Answer; (collectively, the "Released Claims"); provided, however, that nothing herein shall release or otherwise affect any obligation of any Party under this Agreement.

- B. Each of the Parties, covenants and agrees not to file a lawsuit, bring a legal proceeding of any kind, or participate in any action directly or indirectly against any other Party, or against the affiliates, officers, directors, employees, consultants, independent contractors, attorneys, representatives or other agents of any of the Parties, for any claim, action, cause of action, attorney's fees, allegations, demands, rights and liabilities released herein.
- C. Notwithstanding the foregoing, each Party retains its right to any claims and damages that may arise after the Effective Date as a result of any breach of this Agreement, or any future alleged violation of Village Code or applicable law, or any claim or cause of action Hope Covenant may have after the Effective Date of this agreement.

- 10. <u>Default or Breach.</u> In the event of a default or breach of this Agreement, the Parties retain all rights and remedies available under the law, including but not limited to any action for injunctive relief to enforce building or zoning codes.
- 11. <u>No Attorneys' Fees and Costs</u>. Each Party is to bear its own fees and costs related to the Lawsuit, including the review and execution of this Agreement.
- 12. <u>Choice of Law; Savings Provision; Venue</u>. This Agreement will be governed by Illinois law and subject to the jurisdiction of the Circuit Court of Cook County. If any provisions of this Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.
- 13. Entire Agreement. This Agreement represents the entire agreement between the Village and Hope Covenant with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between the Village and Hope Covenant. The Parties acknowledge that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to them by the other Party or their attorneys, to induce them to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by authorized representatives of the Village and Hope Covenant.
- 14. Representations & Warranties by the Plaintiff and the Defendants. The Village and Hope Covenant represent and warrant that (a) they have the capacity, full power and authority to enter into this Agreement; (b) the individuals signing on behalf of the Village and Hope Covenant are authorized to do so; (c) they have not assigned, encumbered or in any manner transferred all or any portion of the claims covered by this Agreement; (d) there are no other Claims, charges, complaints, actions for relief, suits, arbitrations or other claims or

proceedings, pending between the Parties in any court, before any agency, or in any forum; and (e) no other person or third party has any right, title or interest in any of the Claims covered by this Agreement.

- 15. <u>Successors & Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Village and Hope Covenant, and their respective personal representatives, official representatives, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns.
- 16. <u>Knowing and Voluntary Signing of Binding Contract</u>. The Parties represent and warrant that they have read this Agreement and understand all of its terms and they execute this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound.
- 17. Opportunity to Consult Advisors. The Village and Hope Covenant have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement.
- 18. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one agreement.

IN WITNESS WHEREOF, the Village and Hope Covenant have executed this Agreement by affixing their signatures and the dates of execution where indicated below.

WILLAGE OF ORLAND PARK

By: Keith Pekau

Its: Mayor

Attest: John C. Mehalek

Its: Village Clerk

SOUTHWEST EVANGELICAL COVENANT CHURCH

By: Marchew Windle

Its: Leadership Team Chair

# HOPE COVENANT CHURCH PETITIONER'S RESPONSE TO THE SPECIAL USE STANDARDS

In support of its request and in response to the Village's special use requirements, the applicant responds as follows:

- 1. The special use will be consistent with the purposes, goals and objectives and standards of the Comprehensive Plan, any adopted overlay plan and these regulations; (List factors that demonstrate how your proposal meets this standard.)
  - Response. The use of a Church property for temporary shelter for those in need of shelter poses no threat to the community and is, in fact, a well-recognized and accepted function of a house of worship. In reaching an agreement between the Village and Petitioner, the Village Board approved such use, subject only to confirmation that basic life, safety and health issues were reviewed and addressed by the Church. In implementation of the agreement between the parties, the Church retained a licensed architect to review the International Building Code (the "Code") and address the essential requirements of the Code and solutions to make a safe refuge for the clients of Beds Plus ("Beds") even safer.
    - o The goals of the Code have been addressed.
    - o The goals and concerns of the Village have been addressed.
    - o The requirements of the text amendment drafted by the Village staff and attorney are addressed.
- 2. The special use will be consistent with the community character of the immediate vicinity of the parcel for development; (List factors that demonstrate how your proposal meets this standard.)
  - Response. That the Village character will not change by the weekly use of the facility to provide refuse to the otherwise homeless is an established fact. The use of a portion of the Church for this purpose has been ongoing, without incident or complaint by its neighbors and nearby residents of the Village. Nearly one hundred of such residents have voiced support for the Church and Village's participation in the Beds program.
- 3. The design of the proposed use will minimize adverse effect, including visual impacts on adjacent properties; (List factors that demonstrate how your proposal meets this standard.)
  - Response. Petitioner has retained a professional architect, expert in the International Building Code, to review and assess all of the concerns as disclosed from the Village inspection reports. It is duly noted that the Orland Fire Protection District inspection have revealed no substantial concerns of life, safety and health violations. With the implementation of suggestions from the project architect, solutions to the minor issues raised, such as shower installation, overcrowding and egress improvements have been provided for and will be undertaken in an expeditious manner.
- 4. The proposed use will not have an adverse effect on the value of the adjacent property; (Insert explanation. If necessary, the petitioner should be prepared to offer expert testimony that the proposed project will have no adverse impact on surrounding properties.)

- Response. The Church has served the Orland community for many years in numerous ways. In fact, the addition of a once a week welcoming of overnight guests does nothing to change, but merely enhances, Beds service to the community. In joining the Beds program, Orland seniors, families in crisis and individuals displaced by temporary unfortunate circumstances are benefited not just on that one Tuesday, but every day of the week, month and year. Hopeless circumstances take no holiday.
- 5. The applicant has demonstrated that public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and medical services, drainage systems, refuse disposal, water and sewers, and schools will be capable of serving the special use at an adequate level of service;
  - Response. The Petitioner has submitted copies of the Beds manual that is provided to volunteers which addresses all of the common and less common issues that might occur for an individual overnight client. No schools, parks, roadways are impacted and the existing Church infrastructure can easily accommodate the remaining issues of service to a once a week group of overnight guests who are bused in to the facility
- 6. The applicant has made adequate legal provision to guarantee the provision and development of any open space and other improvements associated with the proposed development; (Insert explanation)
  - *Response*. This standard is simply not applicable to the request.
- 7. The development will not adversely affect a known archaeological, historical or cultural resource.
  - Response. This standard is simply not applicable to the request.
- 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.
  - ➤ <u>Response</u>. The Petitioner has reviewed the Special Use Standards contained in the text amendment as applicable to this overnight shelter and can adhere to such standards.

Dated: December 30, 2019

Respectfully submitted,

David B. Sosin

Attorney for Petitioner

DATE: March 16, 2020

# REQUEST FOR ACTION REPORT

File Number: 2020-0035

Orig. Department: Public Works Department

File Name: 2020 Neighborhood Road Improvement Program - Bid Award and Consulting

**Engineering Services Agreement** 

#### **BACKGROUND:**

The 2020 Road Improvement Program includes the maintenance and reconstruction of various roadways/streets throughout the Village. The project also includes a sidewalk extension and reconstruction of a small parking lot at Wedgwood Estates Park. This project is bid annually, based primarily on recommendations from the Village's pavement management consultant, Applied Research Associates (ARA), of Champaign, Illinois.

For FY2020, streets scheduled for resurfacing and reconstruction are found in the following neighborhoods: Crystal Springs, Crystal Meadow, Crystal on the Green (Green Manor Court), Rolling Oaks (Oakland Drive), Elizabeth Avenue, Pluskota Drive, Salvatori Court, Trafalgar Court, Fairway Estates, four (4) Golfview neighborhoods, Park View Estates, 86th Avenue and Wedgwood Estates. In addition to pavement-related work, the repair and/or replacement of hazardous sidewalks, failed curbs and deteriorated storm sewer structures will be performed on an as-identified basis. In all of the above project areas, all non-compliant sidewalks, most notable at street crossings, will be upgraded to current ADA standards.

To initiate the 2020 Neighborhood Road Improvement Program, an invitation to bid (ITB 20-010 Neighborhood Road Improvement Program 2020) was published on the BidNet Direct website from February 19th through March 5th, 2020.

#### **BidNet Direct Data:**

- -Twenty-seven (27) vendors downloaded at least one of the proposal documents.
- -Eight (8) vendors downloaded all documents.
- -Five (5) bids were submitted electronically and in writing for consideration.
- -319 vendors were matched on BidNet.

Bids were received from five (5) qualified contractors: Austin Tyler Construction of Elwood, Illinois; D Construction of Coal City, Illinois; Gallagher Asphalt Corporation of Thornton, Illinois; Lindahl Brothers, Inc. of Bensenville, Illinois and P.T. Ferro Construction of Joliet, Illinois. The sealed bids were publicly opened (electronically displayed) on Thursday, March 5th, 2020 by the Clerk's Office. All five (5) bid amounts were read aloud at 11:00 a.m. See attached Bid Responsiveness Check sheet for bidder amounts.

Austin Tyler Construction of Elwood, Illinois was identified as the lowest responsible bidder for the 2020 Neighborhood Road Improvement Program with a submitted total project cost of \$5,191,223.20. This amount is below the engineer's estimate of \$5,594,308.92.

Because the bid was structured on a per unit basis, and because of the favorable bid results, an additional area of Orland Park will be added utilizing the per unit pricing. The additional road

improvement project neighborhood, Mallard Landings Townhomes, can be completed in 2020 with the cost difference between the low bid and the engineer's estimated cost. Mallard Landings Townhomes road improvements are estimated to cost \$308,000.000. Therefore, staff recommends Austin Tyler Construction of Elwood, Illinois, be awarded the contract for the 2020 Neighborhood Road Improvement Program in an amount not to exceed \$5,499,233.20 (\$5,191,233.20 plus \$308,000.00).

To facilitate the construction management for the various activities within the Neighborhood Road Improvement Program, staff requested a proposal for Phase III construction engineering services from the Village's road improvement consulting engineering firm Baxter & Woodman Engineering of Mokena, Illinois. In addition to establishing a proficient and professional relationship with the Village, Baxter & Woodman has provided excellent construction management services to augment Public Works oversight of the Neighborhood Road Improvement Program projects from 2015 through 2019. Baxter & Woodman has also provided Phase I and Phase II Engineering Services, on an as-needed basis during that time.

The original 2015 Consulting Engineering Services contract with Baxter & Woodman included an extension option for 2016 and 2017. In January 2018, the Village Board approved entering into an amended Consulting Engineering Services contract for 2018 with the option to extend for 2019 and 2020 at the Board approved budget amount. Staff recommends approving the attached proposal from Baxter & Woodman in an amount of \$329,680.00.

#### **BUDGET IMPACT:**

Funding for the road improvement construction and consulting engineer oversight is available in capital account 054-0000-471250 (road improvements), capital account 054-0000-471500 (sidewalk gaps) and capital account 054-000-443630 (parking lot maintenance).

#### REQUESTED ACTION:

I move to recommend to the Village Board to accept the lowest responsive and responsible bid from Austin Tyler Construction of Elwood, Illinois for the 2020 Neighborhood Road Improvement Program for an amount not to exceed \$5,499,233.20.

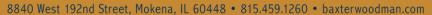
And

Accept the proposal from Baxter & Woodman, Inc. of Mokena, Illinois for 2020 Consulting Engineering Services associated with the 2020 Neighborhood Road Improvement Program in an amount not to exceed \$329,680.00

# BIDDER SUMMARY SHEET ITB #20-010

# **Neighborhood Road Improvement Program 2020**

Business Name: Austin Tyler	Construction, Inc
Street Address: 23343 S	S Ridge Road d, IL 60421
City, State, Zip:	
Contact Name:	y S. Schumal
Title:	dent
Phone: (815) 716 - 1090	Fax: (815) 726 - 1171
E-Mail address: 6 Schwarz	R AUSTIN-TYLER. COM
GRAND TOTAL BID PRICE	\$ 5,191,223.20
	stablishing the amount of the labor and payment and a Lump Sum Contract Price. The actual number of ct.
<u>AUTHORIZAT</u>	ION & SIGNATURE
Name of Authorized Signee:	Gary S. Schumal
Signature of Authorized Signee:	Day & Schul
Title: President	Date: Mrzeu 5, 2020





February 14, 2020

Mr. Rich Rittenbacher Interim Public Works Director Village of Orland Park 14700 S. Ravinia Avenue Orland Park, Illinois 60462

### Subject: Village of Orland Park - 2020 Road Improvement Program Construction Services

Dear Mr. Rittenbacher:

Baxter & Woodman, Inc. is pleased to submit this Proposal to provide Construction Services for the 2020 Road Improvement Program. All terms and conditions of the Master Agreement dated March 17, 2015, amended January 24, 2018 with the Village of Orland Park shall apply.

## **PROJECT SUMMARY**

Baxter & Woodman, Inc. will be responsible for providing Construction Engineering Services for the entire duration of the 2020 Road Improvement Program, which includes work at the following locations: Crystal Springs Ln., Crystal Meadow, Green Manor Ct., Oakland Dr., Elizabeth Ave., Salvatori Ct., Trafalgar Ct. Fairway Stage 2 & 3, Golfview East and West of 80<sup>th</sup> Ave., Golfview North and South of Wheeler Dr., Parkview Estates, 86<sup>th</sup> Ave., and Wedgewood Estates at 143<sup>rd</sup> St. and 82<sup>nd</sup> Ave.

Improvements include hot-mix asphalt surface removal; pavement removal and patching; spot curb and gutter removal and replacement, sidewalk removal and replacement; preparation of aggregate base; hot-mix asphalt binder and surface course; adjustment of drainage structures; parkway restoration, and other incidental and miscellaneous items of work on various roadways within the Village. The Project will utilize Village funds.

#### **PROJECT SCHEDULE**

The Contract Documents specify an October 15, 2020 Completion Date.

Our scope of services and engineering fees are presented below.

#### **CONSTRUCTION SCOPE OF SERVICES**

- 1. Act as the Village's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
- 2. PROJECT INITIATION
  - A. Review each Contractors Bid Submittal and provide recommendation to award.



- B. Attend open house for residents, at the request of the Village.
- C. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

#### 3. CONSTRUCTION ADMINISTRATION

- A. Attend bi-weekly construction progress meetings and prepare meeting minutes.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Village agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Village further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- C. Prepare construction contract change orders and work directives when authorized by the Village.
- D. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- E. Research and prepare written response by Engineer to request for information from the Village and Contractor.
- F. Project manager or other office staff visit site as needed.
- G. Coordinate the services of a materials testing company to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor. Services of a material testing company shall be furnished by the Village as deemed necessary by the Engineer.



#### 4. FIELD OBSERVATION

- A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide a Resident Engineer and a Resident Engineer's Assistant on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Village to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide daily reports to the Village of the construction progress and working days charged against the Contractor's time for completion.
- D. Collection of as-built field data using GIS data collection equipment within the project locations.



#### 5. PROJECT CLOSEOUT

- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Engineer Services.
- B. Provide the Village with GIS data collected, processed and developed as part of Field Observation tasks and to be integrated with the Village's existing GIS infrastructure.

#### **ENGINEERING FEE**

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$329,680. Attached please find our 2020 budget.

We appreciate the opportunity to work with the Village of Orland Park on this important Project and we are available to begin work immediately upon your notice to proceed. If you find this proposal acceptable, please sign one copy and return for our files.

Please do not hesitate to contact Matthew Abbeduto at 815-444-3352 or via email at <a href="mabbeduto@baxterwoodman.com">mabbeduto@baxterwoodman.com</a> if you have any questions or need additional information.

Sincerely,

Dennis S. Dabros, P. E.

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Attachment

Vice President

AUTHORIZED BY: \_\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

VILLAGE OF ORLAND PARK, IL

I:\Crystal Lake\ORLPK\200273-2020 RIP CS\Contracts\200273.60\_Proposal.doc

## Village of Orland Park

Plan Number: 200273.60

Plan Name: Village of Orland Park 2020 RIP - Construction Services

Level	Етр	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
	Overall Project Total	2,788.00	319,920.00	319,920.00	0.00	9,760.00	329,680.00
CS100 P	Project Initiation	12.00	1,760.00	1,760.00	0.00	0.00	1,760.00
	Engineer II	4.00	480.00				
	Sr Engineer III	8.00	1,280.00				
CS105 C	Construction Administration	180.00	27,360.00	27,360.00	0.00	160.00	27,520.00
	Engineer II	36.00	4,320.00	•	•	•	
	Sr Engineer III	144.00	23,040.00				
CS110 F	Field Observation & Documentation	2,520.00	281,200.00	281,200.00	0.00	9,600.00	290,800.00
	Engineer I	1,060.00	106,000.00				
	Engineer II	1,260.00	151,200.00				
	Engr Tech III	200.00	24,000.00				
CS140 F	Project Closeout	76.00	9,600.00	9,600.00	0.00	0.00	9,600.00
	Engineer II	64.00	7,680.00				
	Sr Engineer III	12.00	1,920.00				



# 2020 Neighborhood Road Improvement Program Project Areas

135TH STREET 143RD STREET **7** 151ST STREET 167TH STREET **PROJECT AREAS** Crystal Springs, Crystal Meadow, **Green Manor, Oakland** Elizabeth, Pluskota, Salvatori, **Trafalgar** 5. Fairway Water Main Stages 2 + 3 Golfview E + W of 80th Avenue 6. 179TH STREET 7. Golfview N + S of Wheeler Drive Park View Estates and 86th Avenue Wedgwood- 143rd Street and 82nd Avenue 9. **10**. **Mallard Landings Townhomes** 



Bid Number: 20-010 Bid Issue: 2/19/2020

Bid Opening: 3/5/2020

Project Title: Neighborhood Road Improvement Program 2020

**Department: Public Works** 

Addenda: N/A

BIDDER	GRAND TOTAL BID PRICE	CONTACT INFORMATION
Austin Tyler Construction, Inc	\$5,191,223.20	Gary S. Schumal 23343 S. Ridge Road Elmwood, IL 60421 P: 815-726-1090/F: 815-726-1171 Email: gschumal@austin-tyler.com
D Construction	\$5,908,635.55	Kenneth Sandeno 1488 S. Broadway Coal City, IL 60416 P: 815-634-2555/F: 815-634-8748 Email: t.hansen@dconstruction.com
Gallagher Asphalt Corporation	\$5,587,093.60	Jeffrey L. Kolmodin 18100 South Indiana Avenue Thornton, IL 60476 P:708-877-7160/F: 708-877-5222 Email: jkolmodin@gallagherasphalt.com
Lindahl Brothers, Inc.	\$5,487,892.65	R. A. Sheppard 622 E. Green Street Bensenville, IL 60106 P: 630-595-1080/F: 630-595-0976 Email: rasheppard@lindahlbros.com
P.T. Ferro Construction Company	\$5,301,288.00	Matt Boomsma 700 S. Rowell Ave Joliet, IL 60434 P: 815-726-6284/F:815-726-5614 Email: estimating@ptferro.com

Bids are subject to review for completeness, accuracy, and compliance with all terms and conditions of the bid specifications

Prepared by: Nicole Merced, Purchasing Coordinator - Village of Orland Park

Page 1 of 2 ITB 19-010 Bid Tab

# Village of Orland Park Bid Responsiveness Check

Bid #: 20-010

# Project Title: Neighborhood Road Improvement Program 2020

Bid Requirement	Austin Tyler Construction, Inc	D Construction	Gallagher Asphalt Corporation	Lindahl Brothers, Inc.	P.T. Ferro Construction Company		
Submitted One Hardcopy & 1 Electronic Copy	√	√	√	√	√		
Submitted a bid bond for 10% of the bid price	√	√	√	√	√		
Submitted a completed Bidder Summary Sheet	√	√	√	√	√		
Submitted a completed Certificate of Compliance	√	√	√	√	√		
Submitted three (3) references	√	√	√	√	√		
Submitted signed Insurance Requirements form	√	√	√	√	√		
Unit Price Sheet	√	√	√	√	√		
Grand Total Bid Amount	\$5,191,223.20	\$5,908,635.55	\$5,587,093.60	\$5,487,892.65	\$5,301,288.00	\$0.00	\$0.00

\*A check mark in the box indicates inclusion of the required form with the proposal package. A "V#" indicates a variance that will be explained below.

Prepared by: Denise Domalewski, Purchasing & Contract Administrator- Village of Orland Park





March 12, 2020

Mr. Rich Rittenbacher Interim Public Works Director Village of Orland Park 14700 S. Ravinia Avenue Orland Park, Illinois 60462

#### **RECOMMENDATION TO AWARD**

Subject: Village of Orland Park - 2020 Road Improvement Program

The following bids were received for the 2020 Road Improvement Program on March 5, 2020, at 11:00 a.m.:

<u>Bidder</u>	Amount of Bid
Austin Tyler Construction, Inc. Elwood, IL	\$5,191,223.20 as read
D Construction, Inc. Coal City, IL	\$5,908,635.55 as read
Gallagher Asphalt Corporation Thorton, IL	\$5,587,093.60 as read
Lindahl Brothers, Inc. Bensenville, IL	\$5,487,892.65 as read
P.T. Ferro Construction Co. Joliet, IL	\$5,301,288.00 as read

The Village's Estimate of Probable Construction Cost was \$5,594,307.25

We have analyzed each of the bids and find Austin Tyler Construction, Inc. to be the lowest, responsible and responsive Bidder. Their total bid is \$403,084.05 (7.2%) below the Village's Estimate of Probable Construction Cost.

Austin Tyler Construction, Inc. has successfully completed projects similar to the 2020 Road Improvement Program. Based upon our familiarity and past working relationships with Austin Tyler Construction, Inc., we believe that they are qualified to complete the project.

We recommend award of contract for Austin Tyler Construction, Inc. in the amount of **\$5,191,223.20**.

A copy of the Bid Tabulation is enclosed.



Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Matt Abbeduto, P.E.

Met cell

Enc.

C: Dennis Dabros, P.E.

# Village of Orland Park 2020 Road Improvement Program - Bid Tabulation from March 5th 11:00 A.M. Letting

				Enginee	r's Estimate	of Cost	Austi	Tyler Constr	uction Inc.			D Construc				Gallagher	Asphalt Co	orporation		Lin	dahl Brothers	s, Inc.		P.T. Fe	rro Construc	ction Co.
Item No	Code Description			Quantity	Price	Total Cost B	id Rank Quantity	Price	Total Cost	Comment Bid Rank	Quantity	Price	Total Cost (	Comment	Bid Rank C	Quantity I	Price	Total Cost Co	omment Bid Rank Q	ıantity	Price	Total Cost	Comment Bid Rank	Quantity	Price	Total Cost Comment
1	1 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	Square Foot/Feet	31895	31895	\$6.25	\$199,343.75	2 31895	\$6.45	\$205,722.75	5	31895	\$7.45	\$237,617.75		4	31895	\$6.75	\$215,291.25	1	31895	\$6.15	\$196,154.25	3	31895	\$6.50	\$207,317.50
2	2 DETECTABLE WARNINGS	Square Foot/Feet	1776	1776	\$33.00	\$58,608.00	1 1776	\$28.00	\$49,728.00	4	1776	\$38.50	\$68,376.00		5	1776	\$40.00	\$71,040.00	3	1776	\$30.00	\$53,280.00	2	1776	\$29.00	\$51,504.00
3	3 SIDEWALK REMOVAL	Square Foot/Feet	32900	32900	\$1.70	\$55,930.00	3 32900	\$2.50	\$82,250.00	1	32900	\$1.10	\$36,190.00		2	32900	\$1.50	\$49,350.00	1	32900	\$1.10	\$36,190.00	2	32900	\$1.50	\$49,350.00
4	4 CONCRETE CURB- 6" REINFORCED	Foot/Feet	48	48	\$18.00	\$864.00	4 48	\$29.00	\$1,392.00	2	48	\$27.50	\$1,320.00		5	48	\$30.00	\$1,440.00	1	48	\$25.00	\$1,200.00	3	48	\$28.50	\$1,368.00
5	5 COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	Foot/Feet	20640	20640	\$23.00	\$474,720.00	3 20640	\$24.25	\$500,520.00	5	20640	\$27.50	\$567,600.00		1	20640	\$21.00	\$433,440.00	4	20640	\$25.00	\$516,000.00	2	20640	\$23.50	\$485,040.00
6	6 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	Foot/Feet	50	50	\$29.00	\$1,450.00	5 50	\$31.00	\$1,550.00	3	50	\$27.50	\$1,375.00		4	50	\$30.00	\$1,500.00	1	50	\$25.00	\$1,250.00	2	50	\$26.00	\$1,300.00
7	7 COMBINATION CURB AND GUTTER REMOVAL	Foot/Feet	23440	23440	\$7.75	\$181,660.00	5 23440	\$11.70	\$274,248.00	2	23440	\$3.30	\$77,352.00		3	23440	\$5.00	\$117,200.00	1	23440	\$3.00	\$70,320.00	4	23440	\$10.00	\$234,400.00
8	8 CONCRETE SLAB RAISING	Square Foot/Feet	19820	19820	\$4.25	\$84,235.00	4 19820	\$3.10	\$61,442.00	3	19820	\$2.40	\$47,568.00		5	19820	\$4.00	\$79,280.00	2	19820	\$2.15	\$42,613.00	1	19820	\$2.00	\$39,640.00
9	9 SHOTCRETE CURB & GUTTER REPAIR	Foot/Feet	980	980	\$46.00	\$45,080.00	2 980	\$49.00	\$48,020.00	4	980	\$69.00	\$67,620.00		3	980	\$50.00	\$49,000.00	1	980	\$48.50	\$47,530.00	1	980	\$48.50	\$47,530.00
10	10 P.C.C. DRIVEWAY REMOVAL & REPLACEMENT. 5"	Square Foot/Feet	9700	9700	\$7.25	\$70,325,00	1 9700	\$6.00	\$58,200,00	5	9700	\$8.80	\$85,360,00		4	9700	\$8.25	\$80,025,00	3	9700	\$8.00	\$77,600,00	2	9700	\$7.25	\$70.325.00
11	11 H.M.A. DRIVEWAY REMOVAL & REPLACEMENT, 3"	Square Yard	770	770	\$42.00	\$32,340.00	2 770	\$47.00	\$36,190.00	3	770	\$65.00	\$50,050,00		4	770	\$80.00	\$61,600.00	1	770	\$42.00	\$32,340.00	3	770	\$65.00	\$50,050,00
12	12 BRICK DRIVEWAY REMOVAL & REPLACEMENT	Square Foot/Feet	1720	1720	\$20.00	\$34,400.00	2 1720	\$15.00	\$25,800.00	5	1720	\$27.50	\$47,300.00		4	1720	\$25.00	\$43,000.00	1	1720	\$14.00	\$24,080.00	3	1720	\$18.00	\$30,960.00
13	13 IMPRINTED COLORED PCC DRIVEWAY REMOVAL & REPLACEME		380	380	\$15.00	\$5,700.00	1 380	\$0.01	\$3.80	4	380	\$16.55	\$6,289.00		5	380	\$25.00	\$9.500.00	3	380	\$15.00	\$5,700.00		380	\$10.00	\$3.800.00
14	14 IMPRINTED COLORED HMA DRIVEWAY REMOVAL & REPLAC		20	20	\$160.00	\$3,200.00	1 20	\$0.01	\$0.20	4	20	\$245.00	\$4,900.00		5	20	\$250.00	\$5,000.00	3	20	\$170.00	\$3,400.00		20	\$100.00	\$2,000.00
15	15 WASHOUT BASIN	Each	11	11	\$400.00	\$4,400.00	3 11	\$500.00	\$5.500.00	2	11	\$275.00	\$3,025.00		3	11	\$500.00	\$5,500.00	1	11	\$250.00	\$2,750.00		11	\$500.00	\$5.500.00
16	16 TREE ROOT PRUNING	Each	380	380	\$40.00	\$15,200.00	1 380	\$0.01	\$3.80	4	380	\$100.00	\$38,000,00		2	380	\$25.00	\$9.500.00	3	380	\$84.00	\$31.920.00		380	\$0.01	\$3.80
17	17 MATERIAL EXCAVATION	Cubic Yard	2360	2360	\$27.00	\$63,720.00	3 2360	\$36.00	\$84.960.00	2	2360	\$28.00	\$66,080,00		5	2360	\$75.00	\$177.000.00	4	2360	\$40.00	\$94.400.00		2360	\$25.00	\$59,000.00
18	18 HOT-MIX ASPHALT SURFACE REMOVAL - 6-1/2"	Square Yard	39500	39500	\$6.75	\$266.625.00	1 39500	\$4.00	\$158,000.00	5	39500	\$6.80	\$268,600.00		2	39500	\$5.25	\$207.375.00	3	39500	\$5.60	\$221,200.00		39500	\$6.35	\$250.825.00
19	19 HOT-MIX ASPHALT SURFACE REMOVAL - 4-1/2"	Square Yard	90993	90993	\$4.00	\$363.972.00	1 90993	\$2.75	\$250,230.75	5	90993	\$5.75	\$523,209.75		3	90993	\$4.25	\$386.720.25	4	90993	\$4.40	\$400.369.20		90993	\$3.65	\$332,124.45
20	20 HOT-MIX ASPHALT SURFACE REMOVAL - 1-3/4"	Square Yard	21030	21030	\$2.25	\$47.317.50	1 21030	\$1.50	\$31.545.00	3	21030	\$2.35	\$49,420.50		3	21030	\$4.25 \$1.75	\$36.802.50		21030	\$2.50	\$52,575.00		21030	\$1.95	\$41,008.50
20	21 HOT-MIX ASPHALT SURFACE REMOVAL - 1-3/4 21 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT		1230	1230	\$2.25 \$10.00	\$12.300.00	1 1230		\$1,545.00	4	1230	\$2.35 \$11.00	\$13,530.00		4	1230	\$1.75	\$22.140.00	5	1230	\$2.50 \$10.00	\$12,300.00		1230	\$0.01	\$12.30
21	22 BITUMINOUS MATERIALS- TACK COAT	Square Yard	68185	68185			1 68185	\$0.01 \$0.01	\$681.85	3	68185		\$13,530.00		4	68185	\$0.00	\$22,140.00 \$681.85	4			\$681.85		68185	\$0.01	\$12.30 \$681.85
		Pound			\$0.10	\$6,818.50			\$50.400.00	1		\$0.01			- 1	420		*	1	68185	\$0.01					***
23	20 02.00 2	Ton	420	420	\$120.00	\$50,400.00	3 420	\$120.00	+,	4	420	\$135.00	\$56,700.00		5	100	\$150.00	\$63,000.00	2	420 100	\$110.00	\$46,200.00		420	\$100.00	\$42,000.00
24	2. 02.00 20.1202020	Ton	100	100	\$200.00	\$20,000.00	2 100	\$200.00	\$20,000.00	1	100	\$140.00	\$14,000.00		3	.00	\$300.00	\$30,000.00	2		\$200.00	\$20,000.00		100	\$200.00	\$20,000.00
25	25 AGGREGATE BASE COURSE, TYPE B	Ton	240	240	\$25.00	\$6,000.00	4 240	\$45.00	\$10,800.00	3	240	\$25.00	\$6,000.00		2	240	\$20.00	\$4,800.00	1	240	\$15.00	\$3,600.00		240	\$25.00	\$6,000.00
26	26 PREPARATION OF BASE	Square Yard	130493	130493	\$1.00	\$130,493.00	1 130493	\$0.75	\$97,869.75	2	130493	\$1.00	\$130,493.00		2	130493	\$1.00	\$130,493.00	3	130493	\$1.15	\$150,066.95		130493	\$2.00	\$260,986.00
27	27 AGGREGATE BASE REPAIR	Ton	5600	5600	\$17.00	\$95,200.00	4 5600	\$22.00	\$123,200.00	5	5600	\$25.00	\$140,000.00		3	5600	\$17.00	\$95,200.00	2	5600	\$13.75	\$77,000.00		5600	\$0.01	\$56.00
28	28 AGGREGATE FOR TEMPORARY ACCESS	Ton	470	470	\$12.00	\$5,640.00	3 470	\$22.00	\$10,340.00	4	470	\$25.00	\$11,750.00		2	470	\$20.00	\$9,400.00	2	470	\$20.00	\$9,400.00		470	\$0.01	\$4.70
29	29 TRENCH BACKFILL, CA-6	Ton	1410	1410	\$22.00	\$31,020.00	4 1410	\$29.00	\$40,890.00	3	1410	\$20.00	\$28,200.00		2	1410	\$11.00	\$15,510.00	1	1410	\$10.50	\$14,805.00	5	1410	\$30.00	\$42,300.00
30	30 TRENCH BACKFILL, CA-7	Ton	1090	1090	\$30.00	\$32,700.00	4 1090	\$36.00	\$39,240.00	3	1090	\$28.00	\$30,520.00		2	1090	\$15.00	\$16,350.00	1	1090	\$14.00	\$15,260.00	5	1090	\$45.00	\$49,050.00
31	31 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	Ton	880	880	\$86.00	\$75,680.00	1 880	\$84.00	\$73,920.00	2	880	\$90.00	\$79,200.00		2	880	\$90.00	\$79,200.00	3	880	\$95.00	\$83,600.00	2	880	\$90.00	\$79,200.00
32	32 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	Ton	23860	23860	\$63.00		2 23860	\$61.00	\$1,455,460.00	4	23860	\$67.00	\$1,598,620.00		2	23860		\$1,455,460.00	3	23860	\$65.00	\$1,550,900.00	1	23860		\$1,431,600.00
33	33 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	Ton	13640	13640	\$69.00	\$941,160.00	2 13640	\$67.00	\$913,880.00	3	13640	\$69.00	\$941,160.00		3	13640	\$69.00	\$941,160.00	4	13640	\$71.00	\$968,440.00		13640	\$65.00	\$886,600.00
34	34 SEEDING, CLASS 1 (& TOPSOIL)	Square Yard	3530	3530	\$6.00	\$21,180.00	3 3530	\$7.25	\$25,592.50	1	3530	\$4.40	\$15,532.00		2	3530	\$6.50	\$22,945.00	3	3530	\$7.25	\$25,592.50		3530	\$11.00	\$38,830.00
35	35 EROSION CONTROL BLANKET	Square Yard	2250	2250	\$6.00	\$13,500.00	3 2250	\$1.30	\$2,925.00	5	2250	\$8.80	\$19,800.00		2	2250	\$1.25	\$2,812.50	4	2250	\$4.00	\$9,000.00		2250	\$1.10	\$2,475.00
36	36 SODDING (& TOPSOIL)	Square Yard	220	220	\$25.00	\$5,500.00	4 220	\$25.00	\$5,500.00	3	220	\$22.00	\$4,840.00		1	220	\$15.00	\$3,300.00	3	220	\$22.00	\$4,840.00		220	\$17.50	\$3,850.00
37	37 INLET FILTERS	Each	257	257	\$100.00	\$25,700.00	1 257	\$50.00	\$12,850.00	4	257	\$195.00	\$50,115.00		5	257	\$200.00	\$51,400.00	2	257	\$108.00	\$27,756.00		257	\$185.00	\$47,545.00
38	38 PIPE UNDERDRAINS 6" (SPECIAL)- FABRIC LINED TRENCH	Foot/Feet	12625	12625	\$25.00	\$315,625.00	1 12625	\$18.50	\$233,562.50	5	12625	\$28.50	\$359,812.50		3	12625	\$25.25	\$318,781.25	4	12625	\$26.00	\$328,250.00		12625	\$24.00	\$303,000.00
39	39 INLET, TYPE A, TYPE 8 FRAME	Each	1	1	\$1,250.00	\$1,250.00	2 1	\$1,375.00	\$1,375.00	3	1	\$1,850.00	\$1,850.00		5	1 \$	2,600.00	\$2,600.00	4	1	\$2,500.00	\$2,500.00		1	\$1,050.00	\$1,050.00
40	40 CATCH BASIN, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	Each	1	1	\$2,500.00	\$2,500.00	3 1	\$2,900.00	\$2,900.00	1	1	\$1,850.00	\$1,850.00		5	1 \$	4,600.00	\$4,600.00	4	1	\$4,500.00	\$4,500.00		1	\$2,225.00	\$2,225.00
41	41 REMOVE INLET TO MAINTAIN FLOW- 3.5 FT DEPTH, RIM TO INVE	R <sup>-</sup> Each	1	1	\$750.00	\$750.00	2 1	\$810.00	\$810.00	3		\$1,000.00	\$1,000.00		5		2,100.00	\$2,100.00	4	1	\$2,000.00	\$2,000.00		1	\$100.00	\$100.00
42	42 STORM SEWERS, CLASS A, TYPE I, 12"	Foot/Feet	70	70	\$60.00	\$4,200.00	1 70	\$54.00	\$3,780.00	5	70	\$150.00	\$10,500.00		4	70	\$72.00	\$5,040.00	3	70	\$70.00	\$4,900.00		70	\$60.00	\$4,200.00
43	43 FRAMES AND LIDS TO BE ADJUSTED (STEEL RING)	Each	2	2	\$200.00	\$400.00	2 2	\$180.00	\$360.00	4	2	\$220.00	\$440.00		5	2	\$250.00	\$500.00	3	2	\$200.00	\$400.00	1	2	\$100.00	\$200.00
44	44 CATCH BASINS TO BE ADJUSTED	Each	134	134	\$450.00	\$60,300.00	2 134	\$215.00	\$28,810.00	3	134	\$400.00	\$53,600.00		5	134	\$475.00	\$63,650.00	4	134	\$450.00	\$60,300.00		134	\$200.00	\$26,800.00
45	45 CATCH BASINS TO BE ADJUSTED- REPLACEMENT FRAME	Each	23	23	\$700.00	\$16,100.00	2 23	\$580.00	\$13,340.00	3	23	\$650.00	\$14,950.00		4	23	\$675.00	\$15,525.00	3	23	\$650.00	\$14,950.00	1	23	\$500.00	\$11,500.00
46	46 INLETS TO BE RECONSTRUCTED, SPECIAL	Each	2	2	\$1,200.00	\$2,400.00	4 2	\$965.00	\$1,930.00	5	2	\$1,000.00	\$2,000.00		3	2	\$775.00	\$1,550.00	2	2	\$750.00	\$1,500.00	1	2	\$150.00	\$300.00
47	47 CATCH BASINS TO BE RECONSTRUCTED, BLOCK	Each	4	4	\$1,200.00	\$4,800.00	4 4	\$800.00	\$3,200.00	5	4	\$1,000.00	\$4,000.00		3	4	\$725.00	\$2,900.00	2	4	\$700.00	\$2,800.00	1	4	\$500.00	\$2,000.00
48	48 CATCH BASINS TO BE RECONSTRUCTED, CONE SECTION	Each	7	7	\$1,200.00	\$8,400.00	2 7	\$800.00	\$5,600.00	3	7	\$900.00	\$6,300.00		5	7 \$	1,600.00	\$11,200.00	4	7	\$1,500.00	\$10,500.00	1	7	\$500.00	\$3,500.00
49	49 CATCH BASINS TO BE RECONSTRUCTED, FLAT SLAB TOP	Each	15	15	\$1,200.00	\$18,000.00	2 15	\$800.00	\$12,000.00	3	15	\$900.00	\$13,500.00		5	15 \$	1,600.00	\$24,000.00	4	15	\$1,500.00	\$22,500.00	1	15	\$500.00	\$7,500.00
50	50 CATCH BASINS TO BE MORTARED	Each	67	67	\$150.00	\$10,050.00	1 67	\$75.00	\$5,025.00	2	67	\$80.00	\$5,360.00		5	67	\$150.00	\$10,050.00	4	67	\$125.00	\$8,375.00	3	67	\$110.00	\$7,370.00
51	51 TRAFFIC CONTROL AND PROTECTION, SPECIAL	Lump-Sum	1	1 \$	150,000.00	\$150,000.00	4 1	\$110,400.00	\$110,400.00	1	1 \$	\$35,000.00	\$35,000.00		5	1 \$13	80,000.00	\$130,000.00	3	1	\$85,000.00	\$85,000.00	2	1 \$	46,202.00	\$46,202.00
52	52 REMOVE AND DISPOSE EXISTING CONCRETE PARKING BLOCK		8	8	\$100.00	\$800.00	1 8	\$40.00	\$320.00	3	8	\$110.00	\$880.00		4	8	\$200.00	\$1,600.00	2	8	\$100.00	\$800.00		8	\$350.00	\$2,800.00
53	53 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	Foot/Feet	6391	6391	\$1.50	\$9,586.50	2 6391	\$1.00	\$6,391.00	2	6391	\$1.00	\$6,391.00		2	6391	\$1.00	\$6,391.00	1	6391	\$0.90	\$5,751.90		6391	\$0.90	\$5,751.90
54	54 THERMOPLASTIC PAVEMENT MARKING - LINE 12"	Foot/Feet	150	150	\$3.25	\$487.50	1 150	\$2.00	\$300.00	2	150	\$2.20	\$330.00		3	150	\$2.50	\$375.00	1	150	\$2.00	\$300.00		150	\$2.00	\$300.00
55	55 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	Foot/Feet	563	563	\$5.50	\$3,096.50	1 563	\$4.00	\$2,252.00	2	563	\$4.40	\$2,477.20		3	563	\$5.00	\$2,815.00	1	563	\$4.00	\$2,252.00		563	\$4.00	\$2,252.00
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Total					,	\$5,594,307.25			\$5,191,223.20				\$5,908,635.55					\$5,587,093.60				\$5,487,892.65			;	\$5,301,288.00

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