



VILLAGE OF ORLAND PARK

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

Meeting Agenda

Committee of the Whole

Village President Keith Pekau

Village Clerk Patrick R. O'Sullivan

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

Monday, July 19, 2021

6:00 PM

Village Hall

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES

2021-0508 Approval of the July 6, 2021, Committee of the Whole Minutes

Attachments: [Draft Minutes](#)

D. ITEMS FOR SEPARATE ACTION

1. **2021-0510** Intergovernmental Agreement Between the Village of Orland Park and the Orland Fire Protection District Concerning Administrative Adjudication - Approval

Attachments: [Orland Fire IGA](#)

2. **2021-0506** The Orland Park Police Department's Therapy Dog Program - Discussion and Consideration

Attachments: [Therapy Dog Program Powerpoint](#)

3. **2021-0527** Axon Body and Fleet Camera - Purchase

Attachments: [EVT Tech Estimate](#)
[Motorola Quote](#)
[Axon Quote](#)
[Axon Executive Quote Summary](#)
[2020-SEP Klick Fast BWC Mounts](#)
[Panasonic Quote 490929 - BWC 5 year subscription](#)
[Panasonic Quote 490930 - Holster trigger options](#)
[Panasonic Quote 490931 - BWC Mount Options](#)
[Panasonic Quote 490932 - BWC Accessories & Implementation](#)
[Panasonic Quote 490933 - In-Car Video & Implementation](#)
[Panasonic Quote 490948 - CAD Integration](#)
[Body Worn Camera Powerpoint](#)

4. **2021-0262** Silver Lake West Water Main Replacement Phase 1 and 82nd Avenue Lining - Bid

 Attachments: [Silver Lake Water Main Replacement Exhibit A - Unit Price Sheet](#)
 [Bid Packet - Austin Tyler](#)
 [AGMT-CONTRACT](#)

5. **2021-0541** Road Improvement Program Update

 Attachments: [Presentation](#)

6. **2021-0540** Playground Renovation Project Update

 Attachments: [Presentation](#)

7. **2021-0543** 151st Street - Ravinia to West Avenue Roadway Improvements Project Update

 Attachments: [Presentation](#)

8. **2021-0542** Debt Service Program - Update on Current Debt Issues and Plans of Finance

 Attachments: [TIF Debt Repayment Schedule](#)
 [Orland Park GO Bond Refundings](#)

E. NON-SCHEDULED CITIZENS & VISITORS

F. ADJOURNMENT

DATE: July 19, 2021

REQUEST FOR ACTION REPORT

File Number:	2021-0508
Orig. Department:	Village Clerk
File Name:	Approval of the July 6, 2021, Committee of the Whole Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of July 6, 2021.

VILLAGE OF ORLAND PARK

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Meeting Minutes

Tuesday, July 6, 2021

6:00 PM

Village Hall

Committee of the Whole

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

CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:24 P.M.

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

APPROVAL OF MINUTES

2021-0480 Approval of the June 21 2021, Committee of the Whole Minutes

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of June 21, 2021.

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

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

Nay: 0

ITEMS FOR SEPARATE ACTION

2021-0489 Orland Ridge Utility Rates

In 2020, the Village entered into a development agreement with OPR Home (now Jacobsen Lormax Orland, LLC) for Orland Ridge, which required a water and sewer service agreement with Illinois American Water Company. With renters now starting to move in to the development and establishing utility accounts, codification of water and sewer rates impacting residents within this development is being recommended.

Water Rates

The Village pays a flat rate for water commodity from the Village of Oak Lawn, which provides water to the rest of the Village. Orland Ridge is supplied by Illinois American Water at a higher commodity cost because the Orland Ridge development agreement calls for the Village to add the Village's surcharge to the Illinois American Water commodity cost for water supply. The first residents of the Orland Ridge development are moving in and setting up utility accounts.

The base water rate for Orland Park residents is currently \$11.43 per 1,000 gallons. The rate that the Village pays to the Village of Oak Lawn is \$4.56 per 1,000 gallons. This leaves a differential of \$6.87 per 1,000 gallons, which is used for ongoing operations of the utility, including routine operations, capital improvements, debt service, and payments to the Village of Oak Lawn for Regional Water System improvements.

The water commodity cost for Orland Ridge (via Illinois American Water) is \$8.08

per 1,000 gallons (after 22,800 gallons, up to 448,800 gallons per month). Per the development agreement, the \$6.87 per 1,000 gallons would be added to the commodity rate, so customers in Orland Ridge will be charged a rate of \$14.95 per 1,000 gallons.

Sewer Rates

The development agreement is silent on mark up provisions for sewer conveyance rates. All Village sewer customers, including Orland Ridge, have sewer treated by the Metropolitan Water Reclamation District of Greater Chicago, which is partially funded through property taxes.

Illinois American Water is charging the Village \$0.96 per 1,000 gallons of water consumed for sewer conveyance. The Village charges \$1.28 per 1,000 gallons for conveyance to Orland Park residents. Using the same methodology of charging the differential, the sewer rate for Orland Ridge customers will be \$2.24 per 1,000 gallons.

Upon concurrence of the Committee of the Whole, staff will work with the Village Attorney to draft an ordinance to codify the policy as discussed.

Trustee Healy had questions. (refer to audio)

Village Manager Koczvara and President Pekau responded to Trustee Healy. (refer to audio)

I move to recommend to the Village Board to adopt an Ordinance amending Water & Sewer Rates for the Orland Ridge development.

A motion was made by Trustee Milani, seconded by Trustee Nelson Katsenes, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:

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

Nay: 0

2021-0490 Water System Evaluation: Meter Replacement Program, Leak Detection System, and Rate Study Request for Proposals

Utility Rate Study

In 2015, the Village conducted a utility rate study, which identified rate increases of five percent (5%) per year for five (5) years. A rate study was planned for 2020, but it was deferred to 2021 due to staff turnover. In the interim, the Village adjusted rates by four percent (4%) until another five (5) year rate study was conducted in 2021.

The goal of the rate study is to determine sufficient and appropriate rates for utility customers over the next five (5) years. The rate study would incorporate all items

impacting the Water & Sewer fund, including ongoing operational expenses, necessary capital spending, existing and planned debt service, and payments to the Village of Oak Lawn for Regional Water System debt.

In addition to utility rates, staff also would like to review the Village's existing bi-monthly billing cycle to determine the best and most efficient process, which includes billing frequency, due dates, and other related issues.

Meter Program Evaluation

Water meters need to be changed over time. Older meters, especially those with moving parts, tend to slow down and under-report water usage over time, resulting in unbilled water. In addition, technology improves meters and meter reading over time. A meter has a limited life, so periodic replacement is required depending on a variety of factors.

This Request for Proposals (RFP) will include an evaluation of the Village's meter program to determine the best path forward. The Village currently uses Sensus meters, and has Sensus meter reading technology. In 2014, the Village evaluated meter change out and made the decision to replace meters in-house. From 2014 through early 2021, sixteen percent (16%) of meters have been changed out.

There are two (2) general approaches to replacing meters: phased replacement over time, or replace meters at one (1) point in time.

The Village has utilized the phased replacement approach and replaced water meters using in-house staff. This method spreads the cost over multiple years (last cycle took the Village twelve (12) years) and can be completed with existing staff. Challenges to this approach include difficulty in switching manufacturers (they may have different reading systems), if needed or desired. In addition, the Village is subject to that manufacturer's pricing adjustments over time. As meter technology changes, the Village may also end up with disparate meter inventory or reading devices.

The other approach involves changing all meters at one point in time, typically spanning one (1) or two (2) years. There is a higher up front cost for the meter inventory, and the work is often outsourced due to the peak of work that is required in a compressed timeframe. Because all meters are changed in a short amount of time, this enables the Village to bid for the best pricing and even to change manufacturers, if it is in the best interest of the Village. This also ensures that a majority of the Village's meter inventory is consistent, which is preferred for ongoing maintenance and integration with finance software applications.

The RFP will seek an evaluation of the Village's existing meter system, including meter replacement program and reading technology. This evaluation will provide the best options for the Village moving forward.

Leak Detection

The Village currently utilizes lead detection services when staff suspects a leak in the Village's infrastructure is or has occurred. This RFP will seek options to install a leak detection system that would be able to alert staff of system leaks before they are observed, potentially saving significant lost water and dollars.

Request for Proposals

The current request for proposals seeks fixed not to exceed price proposals for three (3) work efforts:

- Water system evaluation, including meter replacement program;
- Leak detection system; and
- Water rate study.

Some providers may wish to provide alternate cost structures, such as percentage of savings, which will be allowed. If such alternatives are proposed, the Village will retain the option to select the cost structure that is in the best interest of the Village.

Finance Director Kevin Wachtel gave a presentation regarding this matter. (refer to audio)

Trustee Milani had a question. (refer to audio)

Finance Director Wachtel responded to Trustee Milani. (refer to audio)

President Pekau and Trustee Milani had comments. (refer to audio)

Trustee Milani had an additional questions. (refer to audio)

Finance Director Wachtel responded to Trustee Milani. (refer to audio)

Trustee Kampas had comments. (refer to audio)

Trustee Riordan had questions. (refer to audio)

Village Manager Koczwar, Operations Manager Ken Dado and President Pekau responded to Trustee Riordan. (refer to audio)

Trustee Katsenes had questions. (refer to audio)

Operation Manager Dado and Village Manager Koczwar responded to Trustee Katsenes. (refer to audio)

President Pekau has comments. (refer to audio)

Discussion only. Following concurrence, staff will issue the consulting RFP.

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

2021-0079 Glenn B. Boley Farm - Petition for a Certificate of Appropriateness for Demolition and/or Major Changes to the Farmhouse and/or Other Structures

Glenn Boley Farm is a local landmark listed in the Village's Local Register of Significant Places. Landmark structures serve to reinforce the historic, cultural, or architectural significance of Orland Park, as well as promoting tourism, stabilizing property values, and promoting infill development and reuse of sites and structures.

Glenn B. Boley Farm is one (1) of two (2) farmsteads purchased by the Village for preservation of local history and cultural significance. Glenn B. Boley Farm (5.8 acres) is on 151st Street at 80th Ave in the Silver Lake South Planning District. Stellwagen Farm (60 acres) is on 108th Ave at 179th Street in the Grasslands Planning District. The two (2) farmsteads are approximately seven (7) miles apart. Boley Farm dates to the mid-1840's, while Stellwagen has established interpretation of agrarian life in Orland Park from the 1930's - 1950's. Stellwagen Farm had a Market Analysis and Feasibility Study completed in 2015, and a Master Plan completed in 2017. Stellwagen Farm also has a foundation, established as a covenant of the acquisition by the Village, which includes members of the Stellwagen family and advocates for the interpretation and preservation activities on the property. The Orland Park History Museum, under the Village's Department of Recreation and Parks, stewards preservation and programming efforts at Stellwagen.

Boley Farm does not have a foundation nor a master plan to chart a path for its future. Henry Jacobs operates an annual farm stand on the site, leasing approximately two (2) acres of land for cultivation and selling his produce from the dairy/ground barn. Hank's Farm Stand has been in operation on the site since 1983. Since 2014, when the life estate of Glenn B Boley ended, the Village has continuously renewed a rental contract with Mr. Jacobs on a two-year cycle, collecting roughly \$15,000 for each one-year term of rental. The farm is under the pervuew of the Department of Development Services as administrators of the Village's historic landmark properties. The property is used by neighbors for passive recreation throughout the year, although there is no formal programming in place.

In 2001, the Village Board of Trustees purchased the 5.8 acres of land at 8401 W 151st Street from Glenn Boley, using Open Lands Referendum funding, for a price \$560,000. The purchase included covenants for a life estate for Glenn Boley; that the property shall forever bear the name "Glenn B. Boley Farm;" and that the property shall remain devoted to open space and recreational purposes.

In 2002, the property was annexed into the Village.

In 2003, the Village Board of Trustees purchased 60-acre Stellwagen Farm with

Open Lands Funds and an IDNR grant for \$6 million.

In 2007, the adjacent property to the east developed as a memory care assisted living facility (congregate elderly housing). With this development, 1.005 acres of detention area was dedicated to the Village, contiguous to Boley Farm, and the bike path along 151st Street was constructed.

In 2008, Boley Farm was added to the Local Register of Historic Places as a local landmark.

In 2009, the Village implemented an Historic Marker program, which identified the Village's two (2) landmark farms for "their unique historical and cultural significance and for their active contribution to the community as open spaces and farmers' markets. Both farmsteads have excellent historical integrity."

In 2014, Glenn Boley died, ending the life estate. The last occupants of the farmhouse moved out in June 2014. With the end of the life estate, the Village took over a lease with Henry Jacobs who has operated a farm stand on the site since 1983. Mr. Jacobs leases two (2) acres of land for farming, the use of the dairy barn, and the parking lot.

In late 2020, it came to the attention of the Village that the farmhouse and possibly other structures at Boley Farm had fallen into a state of disrepair that might be hazardous. Development Services is guiding the Village through evaluating the feasibility of removing or stabilizing the farmhouse and the other structures.

In 2021, the Village contracted McGuire Iglesias and Associates (MIA), an architecture firm specializing in historic preservation, to conduct an Historic Assessment and Feasibility Study.

PROJECT DESCRIPTION

This petition for a Certificate of Appropriateness includes the potential for Major Changes or Demolition of the structures on the property. Development Services staff has prepared several planning scenarios that provide rough order of magnitude cost estimates for a comparison to inform and guide decision-making.

Development Services engaged a qualified historic preservation consultant to evaluate the condition and historic integrity of the structures at Boley Farm, to provide recommendations on the feasibility of stabilization and rehabilitation, and to provide costs associated with alternatives ranging from demolition to rehabilitation. The Glenn B. Boley Farm Historic Assessment and Feasibility Report draft, dated May 2021 is attached. The report includes prioritized recommendations, and associated costs, based on nationally-recognized best practices for historic preservation and assumes the restoration/rehabilitation of the structures to their historic appearance. The costs provided in the report were compiled by MIA and its cost estimation consultant, Cumming Corporation, based

on proven expertise in their professions.

In addition to the report by the qualified historic preservation consultant, Development Services staff prepared an addendum presenting several scenarios along a spectrum of preservation efforts. The scenarios consider the responsibility of the Village to its two (2) historic farmsteads and allocation of public funds. The costs in the addendum are based on those provided by the qualified consultants, but reorganized into the planning scenarios presented.

The Historic Assessment and Feasibility Study operates within known limitations outlined below.

The Historic Assessment and Feasibility Study was undertaken in response to a concern that the structures on the site may pose a hazard that must be addressed imminently. Best planning practice is to complete a master plan for the site and facilities to guide the recommendations for future alterations to existing structures. Such a master plan would collect input from Village leaders and residents to identify long-term desired programming and best uses.

The stabilization and rehabilitation recommendations, and associated costs, are exclusive to the exterior of the structures. In order to provide recommendations for interior rehabilitation or adaptive reuse, the intended reuse, interpretation, or other programming for the buildings must first be determined, such as through a master plan.

The recommendations are presented for a ten-year timeframe for implementation. The long-term costs of maintaining the structures after rehabilitation, as well as potential revenue streams, cannot be provided without identifying the intended long-term function of the structures.

FINDINGS OF FACT LOCAL LANDMARK STATUS

Boley Farm is a designated Local Landmark listed in the Local Register of Historic Places. Landmark structures reinforce the historic, cultural, or architectural significance of Orland Park.

CERTIFICATE OF APPROPRIATENESS

As a landmark, the Village must obtain a Certificate of Appropriateness to conduct any Major Changes or Demolition to the structures or site. To grant approval, or approval with conditions for a Certificate of Appropriateness for Demolition, the Board must consider the following standards:

1. That the building or structure is not structurally sound.
2. That the property in question cannot yield a reasonable return if the building or structure were retained.
3. That the cost of repair of the building or structure exceeds the value of the land

and the building, thus creating an economic hardship for the owner.

4. That an historic landmark survey has been conducted and documents the historical and architectural significance of the building or site per Section 5-110 of the Land Development Code.

STANDARDS FOR DEMOLITION

1. Is the building or structure structurally sound?

The common definition for structural soundness is that the structure is free from flaw, defect, or decay, able to withstand normal forces, in good condition, able to perform its intended function. Each of the structures on the site should be considered individually for structural soundness.

2. Can the property in question yield a reasonable return if the building or structure were retained?

Per the covenants in the purchase agreement for the property, the site is to remain always devoted to open space and recreational purposes. Under the ownership of the Village, with the designation as open space, the potential return on the property is not as dynamic as if this were a site with development potential by a private entity. Overall, the anticipated return to the Village remains about the same with or without the structures. Rehabilitation of the structures may yield a potential source of revenue not possible without the historic structures on the site.

3. Does the cost of repair of the building or structure exceeds the value of the land and the building, thus creating an economic hardship for the owner?

Under the ownership of the Village, with the designation as open space, the value of the land and the buildings are not subject to the influences of market values. The Village is not seeking to sell or redevelop the property for a profit. Additionally, the covenants recorded on the property dictate that it shall always bear the name "Glenn B. Boley Farm" and be devoted to open space and recreation. Therefore, the cost of repair of the buildings cannot be evaluated as an economic hardship in the traditional sense.

4. Has a historic landmark survey been conducted and documents the historical and architectural significance of the building or site per Section 5-110 of the Land Development Code?

Yes, this is being completed as a component of the Historic Assessment and Feasibility Study.

HISTORIC INTEGRITY AND EXISTING CONDITIONS

Overall, the Glenn B. Boley Farm retains a high degree of integrity. The existing buildings illustrate the historical and architectural significance of the site as a rare example of an intact farmstead which has preserved the agricultural heritage of Orland Park, early to mid-nineteenth century construction techniques and materials, and the history of exploration and settlement in Northeastern Illinois.

In response to the historic integrity and existing conditions, the Historic

Assessment and Feasibility Study provided prioritized recommendations for rehabilitation of the structures to a state of historic appearance. The probable opinion of cost for the complete rehabilitation of each structure is provided with the overview below.

Glenn B. Boley Farm consists of thirteen (13) structures:

Farmhouse, c. 1845 with a mid-20th century rear addition. Overall condition: fair with some elements, such as the roof, in poor condition. Recommendation: stabilize and rehabilitate - \$200,700.

Wash House, c. 1870. Overall condition fair due to areas of deteriorated siding and a missing door. Recommendation: stabilize and rehabilitate - \$53,200.

Privy, c. 1920. Poor condition due to a collapsed roof and upper portion of exterior walls. Recommendation: Unless otherwise determined to rebuild per a Master Plan, remove - \$1,200.

Threshing Barn, c. 1846. Condition varies widely between the different exterior and interior elements from poor to good. Recommendation: rehabilitate - \$288,300.

Ground/Dairy Barn, c. 1860. Good condition and well-maintained by the lessee, Hank Jacobs. Recommendation: rehabilitate - \$251,000.

Silo, c. 1955. Good condition with no cracks in the concrete staves. Recommendation: no work required - \$0.

Milk House, c. 1938-1951. Good condition with limited repairs needed. Recommendation: rehabilitate - \$18,900.

Granary, c. 1870. Good condition with a later rear storage addition in poor condition. Recommendation: Demolish small addition at rear and rehabilitate - \$184,300.

Grain Dryer Enclosure, c. 1962-1973. Good condition. Recommendation: Unless otherwise determined per a Master Plan, remove - \$4,300.

Hog House, pre-1938, date unknown. Overall in fair condition with the foundation in poor condition. Recommendation: stabilize and rehabilitate - \$138,500.

Chicken Coop, c. 1880. Fair condition with three of the four windows in poor condition. Recommendation: rehabilitate - \$60,600.

Garage, 1948. Good condition. Recommendation: rehabilitate - \$113,800.

Machine Shed, c. 1988-1998. Good condition with localized poor to fair conditions at the roof. Recommendation: unless otherwise determined to rebuild per a Master Plan, remove - \$7,600.

PLANNING SCENARIOS

See the attached summary of planning scenarios. Scenarios 1 and 2 were presented to the Open Lands Funds Commission. Scenario 2A was added for the Plan Commission. Based on discussion at the Plan Commission meeting, Scenarios 2B and 2C were added for the Committee of the Whole. Additionally, minor errors have been corrected.

OPEN LANDS FUNDS COMMISSION DISCUSSION

On June 17, 2021, Development Services presented the Glenn B. Boley Farm Historic Assessment and Feasibility Study prepared by McGuire Igleski and Associates, dated May 2021, and Boley Farm Historic Assessment and Feasibility Study Addendum 1: Planning Scenarios v1 prepared by Development Services, dated June 15, 2021, to the Open Lands Funds Commission. Six members of the public were in attendance.

Commissioners identified the challenges of making a recommendation to spend public money or remove historic structures without first understanding their long-term potential purpose. Commissioners raised questions regarding the long-term maintenance costs associated with retaining the buildings; any plan for storage or reuse of salvaged materials; the limitations of the property by the covenants; and the best use of the property with or without the structures in the long term.

Members of the public voiced concerns about the state of deterioration of the structures and the need to maintain the legacy of Glenn Boley was the intent when he sold the farm; an appreciation for the open space and presence of bucolic farmstead structures adjacent to their property; and mentioned the use of the property by neighbors for sledding and photo shoots.

Open Lands Funds Commission Motion

On June 17, 2021, the Open Lands Funds Commission moved by a vote of 5-0 to recommend to the Plan Commission that the Village approve the demolition and stabilization efforts provided in Scenario 1 of "Boley Farm Historic Assessment and Feasibility Study Addendum 1: Planning Scenarios" until such a time the Village has determined a long-term plan/vision for the use of the property.

PLAN COMMISSION DISCUSSION

On June 29, 2021, Development Services presented the Glenn B. Boley Farm Historic Assessment and Feasibility Study prepared by McGuire Igleski and Associates, dated May 2021, and Boley Farm Historic Assessment and Feasibility Study Addendum 1: Planning Scenarios v2 prepared by Development Services, dated June 24, 2021, to the Plan Commission. Approximately fifteen

(15) members of the public were in attendance.

Members of the public voiced: concerns about how the land will be used in the future; an appreciation of the history and nostalgia imbued in the farmstead visible from their properties; respect for the cultural value of the structures as Orland Park history; and a desire to maintain as many structures as possible. Hank Jacobs, lessee of the property for Hank's Farm Stand and close friend of the late Glenn Boley, spoke in favor of retaining as many structures on the property as possible, but also acknowledged the challenge of spending tax dollars on extensive rehabilitation efforts. Mr. Jacobs conceded that if not all the structures could be maintained then he recommends keeping the Granary over the Threshing Barn.

The issues discussed by the Plan Commission are summarized below:

Current State of Disrepair

Commissioners voiced concerns about the state of disrepair of the buildings and the many hazards inside if anyone were to gain unauthorized access. Commissioners referenced the photos in the Historic Assessment and Feasibility Report that catalogue the deficiencies in the structures and incidentally documents some historic, but potentially hazardous objects lying about. It was noted that during the time of the life estate, Glenn Boley did not make repairs to the buildings, thus the Village assumed responsibility of the structures already need of maintenance, which was further deferred.

Future Use of the Site

Commissioners discussed at length the appropriate or anticipated future use of the site. It was emphasized that there is no master plan for the property from which to draw guidance. The commissioners concluded that: the farm stand is successful and an appropriate continued use of the property; the Village does not need a second interpretive farmstead (in addition to Stellwagen Farm); the land will forever remain open space per the covenants; any adaptive reuse of the site or structures is unknown. A position of balancing factors emerged with the idea to retain a semblance of the farmstead in visual appearance but through a reasonable investment of public funds.

Stewardship of Tax Payer Money

In addition to interpretation at Stellwagen Farm, the Village has an excess of underutilized public buildings to maintain. The commissioners did not see a future use for the farm, aside from continuing Hank's Farm Stand, that could justify the investment of funds into the buildings. Additionally, the commissioners pointed out that some of the recommendations from the historic preservation specialist are to return the buildings to an historic appearance. Removing line items, such as rehabilitating the metal roofs to an historic wood shingle, can lower the long-term costs of associated with retaining the structures that are currently stable, of a good historic integrity, and in good condition. Scenario 2A was the focus of conversation for its cost-conservative nature of removing most structures in

disrepair but retaining the foundations which pose a large cost to remove and complete earthwork.

Purpose of the Buildings

Commissioners discussed whether the buildings might ever be rehabilitated to a condition where tour groups might pass through them versus letting the exteriors stand as historic features on the site viewed from the outside only. In the years that the Village has had complete ownership of the structures, the buildings have not served a purpose other than to represent the historic farmstead visually. The lack of a master plan in itself led commissioners to the conclusion that there is no proposed future use for the structures.

Limitations of a Probable Opinion of Cost

Commissioners questioned the accuracy and validity of the probable opinions of cost prepared by the Village's consultant. Development Services and the consultant assured the Commission of the expertise of the qualified cost estimator, Cummings Corporation. However, cost estimation at this stage in any project is a rough order of magnitude estimate with many factors unknown. The report prepared by McGuire Igleski and Associates does call for an additional twenty-five percent (25%) for fees and contingencies at the time of budgeting for implementation of the projects. The purpose of the probable opinions of cost are to provide an intelligently-informed baseline of comparison by which to evaluate the potential recommendations for demolition or rehabilitation. It was acknowledged and repeated throughout the discussion that the estimated costs provided are only for exterior improvements and not to bring the buildings to a full level of interior reuse or interpretation.

Plan Commission Motion

On June 29, 2021, the Plan Commission moved by a vote of 6-1 to accept and make a finding of fact as discussed at the Plan Commission meeting and within the staff report dated June 24, 2021; and recommend to the Village Board of Trustees approval of the Certificate of Appropriateness for Demolition and/or Major Changes to the Farmhouse and/or Other Structures for Scenario 2A, subject to the condition of replacing the Granary for the Threshing Barn.

Director of Development Services Ed Lelo gave a presentation regarding this matter. (refer to audio)

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

Director Lelo, Village Manager Koczwarra, and Trustee Kampas responded to President Pekau. (refer to audio)

Director Lelo continued with his presentation. (refer to audio)

President Pekau had a question. (refer to audio)

Director Lelo responded to President Pekau. (refer to audio)

Trustee Kampas had comments and questions. (refer to audio)

Director Lelo and Village Manager Koczwara responded to Trustee Kampas. (refer to audio)

Trustee Healy had comments. (refer to audio)

Trustee Milani and had comments and questions. (refer to audio)

Director Lelo and Village Manager Koczwara responded to Trustee Milani. (refer to audio)

Director Lelo had comments. (refer to audio)

Trustee Milani had additional questions. (refer to audio)

President Pekau responded to Trustee Milani. (refer to audio)

Trustee Milani had additional comments. (refer to audio)

Trustee Radaszewski had questions. (refer to audio)

Director Lelo responded to Radaszewski. (refer to audio)

Trustee Kampas had additional questions. (refer to audio)

President Pekau had comments. (refer to audio)

President Pekau entertained a motion to amend the Plan Commissions recommendation to approve scenario 2B. (refer to audio)

It was moved by Trustee Kampas and seconded by Trustee Healy.

Trustee Riordan had comments. (refer to audio)

All were in favor of the amended motion. (refer to audio)

Regarding Case Number 2021-0047, also known as Boley Farm Certificate of Appropriateness,

I move to recommend to the Village Board to approve the Certificate of Appropriateness for Demolition and/or Major Changes to the Farmhouse and/or Other Structures for Scenario 2B.

A motion was made by Trustee Kampas, seconded by Trustee Healy, that this matter be RECOMMENDED FOR APPROVAL to the Committee of the Whole. The motion carried by the following vote:

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

Nay: 0

NON-SCHEDULED CITIZENS & VISITORS

Resident Virginia Williams addressed the Board regarding Boley Farm. (refer to audio)

President Pekau had comments. (refer to audio)

ADJOURNMENT: 7:24 P.M.

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

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

Nay: 0

2021-0499 Audio Recording for the July 6, 2021, Committee of the Whole Meeting

NO ACTION

/AS

Respectfully Submitted,

Patrick R. O'Sullivan, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2021-0510
Orig. Department:	Police Department
File Name:	Intergovernmental Agreement Between the Village of Orland Park and the Orland Fire Protection District Concerning Administrative Adjudication - Approval

BACKGROUND:

The Orland Fire Protection District is seeking approval to utilize the Village's current and established Adjudication Services including but not limited to: the Village of Orland Park appointed Hearing Officer, Village of Orland Park Prosecutor, adjudication facilities, police security, use of clerical services and the utilization of Orland Park debt collection process, when applicable, for fire code related violations. Based on a historical analysis of tickets written by the Orland Fire Protection District, the volume of cases to be heard through the Orland Park Adjudication program will have a minimal if any impact on the one (1) day per month hearing date.

BUDGET IMPACT:

The Orland Fire Protection District has agreed to compensate the Village of Orland Park an amount equal to 50% of the fines or fees collected on the day of each hearing and 50% of any debt collection through the Orland Park Debt Collection Process.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the Intergovernmental Agreement between the Village of Orland Park and the Orland Fire Protection District concerning Administrative Adjudication

And

I move to authorize the Village President to execute the agreement upon approval of the Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ORLAND PARK AND THE ORLAND FIRE
PROTECTION DISTRICT CONCERNING ADMINISTRATIVE ADJUDICATION**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is made and entered into as of the ____ day of _____, 2021 (“*Execution Date*”), by and between the **VILLAGE OF ORLAND PARK**, an Illinois home rule municipal corporation (“*Orland Park*”) and the **ORLAND FIRE PROTECTION DISTRICT**, an Illinois municipal corporation (“*Orland Fire*”) (each a “*Party*” and collectively, the “*Parties*”).

WITNESSETH:

WHEREAS, Orland Park operates an administrative adjudication system (“*Orland Park System*”) through which an administrative hearing officer (“*Hearing Officer*”) conducts administrative hearings to adjudicate certain violations of the Orland Park Village Code pursuant to Title 1, Chapter 14 of the Orland Park Village Code; and

WHEREAS, the operation of the Orland Park System is authorized by Division 1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., Division 11-31.1 of the Illinois Municipal Code, 65 ILCS 5/11-31.1-1 et seq., and other provisions of the Illinois Municipal Code (collectively, the “*Requirements of Law*”); and

WHEREAS, Orland Fire has adopted, or will adopt prior to the Effective Date of this Agreement, an ordinance (“*Orland Fire Ordinance*”) pursuant to 65 ILCS 5/1-2.2-1 et seq. of the Requirements of Law, which authorizes Orland Fire to administratively adjudicate violations of the of the Orland Fire Code as amended from time to time, pursuant to the Orland Fire Ordinance and the Requirements of Law (“*Violations*”); and

WHEREAS, pursuant to the Orland Park System, and in accordance with the Requirements of Law, at the conclusion of an administrative hearing, a Hearing Officer makes a determination and issues a written ruling on the basis of the evidence presented at the hearing as to whether or not a code violation exists (“*Final Judgment*”); and

WHEREAS, Orland Fire desires to adjudicate Violations via the Orland Park System, and Orland Park desires to facilitate the documentation and adjudication of Violations via the Orland Park System by providing related services as described in this Agreement and pursuant to the Requirements of Law (“*Adjudication Services*”); and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Orland Park will provide Orland Fire access to and use of the Orland Park System for processing Violations through the Orland Park System; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that the Parties execute and implement this Agreement; and

WHEREAS, the Parties have each approved or ratified this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby mutually acknowledge, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Requirements of Law, the Parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

Section 2. Purpose. This Agreement is made for the purpose of adjudicating the Violations via the Orland Park System, through and including entry of Final Judgment on the Violations by a Hearing Officer and collection of fees and fines imposed pursuant to such Final Judgment, in accordance with the Requirements of Law.

Section 3. Term: Effective Date.

A. Term. This Agreement shall expire on December 31, 2023, which term shall automatically be extended under the same terms and conditions, for up to four (4) successive two (2) year periods, unless at least six (6) months prior to the end of the then applicable term, either party delivers written notice of nonrenewal, in which case this Agreement shall not be so extended and shall expire at the end of said otherwise applicable term.

B. Effective Date. This Agreement shall take effect on _____, 2021 ("**Effective Date**").

Section 4. General Cooperation. The Parties will cooperate with each other in furtherance of the purposes, goals, and objectives of this Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the mutual establishment of operating procedures and the sharing and joint utilization by and among the Parties of information and other materials necessary to adjudicate the Violations via the Orland Park System, through and including entry of Final Judgment on the Violations by a Hearing Officer, pursuant to the Requirements of Law.

Section 5. Adjudication of Violations.

A. Operating Procedures. Before adjudicating any Violations via the Orland Park System, the Parties will establish agreed operating procedures for the adjudication of the Violations that are consistent with the terms of this Agreement and comply with the Requirements of Law ("**Operating Procedures**"). The Operating Procedures (as they may be amended from time-to-time) shall be deemed incorporated into this Agreement without further notice upon their written approval by both the Chief of Orland Fire and the Orland Park Village Manager or their respective designees, provided that if any conflict exists between the Operating Procedures and this Agreement, the terms and provisions of this Agreement shall control.

B. Adjudication Services. The Adjudication Services shall consist of the hearing, adjudication, administration, and collection services set forth in this Section 5.B. Administrative hearings and adjudications to be processed through the Orland Park System shall normally proceed at regular intervals on a date and time to be determined by Orland Park. Orland Park shall provide Orland Fire at least fourteen (14) days' notice of any change in a scheduled administrative hearing date. Such Adjudication Services under this Agreement shall be held at the Orland Park Civic Center, 14750 S Ravinia Ave, Orland Park, IL 60462, unless otherwise designated by Orland Park. The Adjudication Services from Orland Park to be provided to Orland Fire pursuant to the Operating Procedures and this Agreement shall include:

1. Adjudication facilities, including a hearing room accessible to the general public and Orland Fire personnel and equipped with internet access, screen and projector, computer monitor, and audio recording equipment available to record the adjudication of Violations;
2. Clerical services, including:
 - a. The provision of a Hearing Officer who is qualified pursuant to the Requirements of Law and who will adjudicate the Violations through and including entry of Final Judgment on each Violation (which Hearing Officer may be the same Hearing Officer as Orland Park may appoint for its own administrative adjudications); and
 - b. The provision of a prosecutor who is qualified pursuant to the Requirements of Law to prosecute Violations; and
 - c. The provision of an Orland Park police officer for court security services; and
 - d. provision of an annual hearing schedule for the Orland Park System, including the times and dates on which Orland Fire may schedule hearing calls for the adjudication of the Violations before a Hearing Officer ("**Hearing Calls**");
 - e. creation of a hearing docket listing each of the Violations scheduled by Orland Fire for a specific Hearing Call that Orland Park will provide to Orland Fire and the Hearing Officer in advance of the hearings on the Violations;
 - f. providing copies of any continuances, findings, decisions, and orders of the Hearing Officer as to each Violation, including mailing such copies to defendants who are not present at the hearing;
 - g. preparation of a written record listing the result of each case and the corresponding fines, if any, imposed and collected for each case;
 - h. receipt and delivery of any payments made by cash or check to Orland Fire's authorized representative at the end of each hearing day of all fines imposed and received for the Violations during

each Hearing Call, or, if no Orland Fire authorized representative is present at the Hearing Call, holding all such fines for the Violations until collection by Orland Fire's authorized representative;

- i. assembly and maintenance of a copy of the complete hearing record concerning each Violation, including without limitation copies of the notices of the Violation, the order(s) of the Hearing Officer, the hearing recording and any documents or other evidence presented during the hearing ("**Administrative Hearing Record**");
 - j. such other services as the Parties may mutually agree are necessary to facilitate the hearing of the violations by the Hearing Officer;
3. Debt collection services for those fines and fees not collected on the day of the Hearing Call. Orland Park has an established past due collection process for purposes of pursuing fine and fees due pursuant to the Orland Park System, which process includes policies and procedures applicable to Orland Park and Orland Fire relating to the collection of debt, the manner of pursuing such collections of debt, and any determination to discontinue efforts for pursuing the collection of debts ("**Orland Park Debt Collection Process**"). The obligation of Orland Park to perform the Orland Park Debt Collection Process for Orland Fire shall not extend beyond, nor shall it be greater than, any process Orland Park ordinarily performs to collect its own debt.
 4. Receipt and processing of all fines and fees for Violations in accordance with the Requirements of Law; and
 5. Such other services as the Parties may agree are necessary for the documentation, and adjudication of the Violations via the Orland Park System in compliance with the Requirements of Law.

C. Orland Fire Responsibilities. Notwithstanding the provisions of Subsection 5.B of this Agreement, the Adjudication Services do not include, and Orland Fire shall be solely responsible at its own and sole cost for:

1. The decision to adjudicate any Violation; and
2. The preparation and issuance of multiple copy Violation notice forms in compliance with the Orland Fire Code; and
3. The provision of authorized representatives, personnel, exhibits and witnesses that Orland Fire deems necessary to represent Orland Fire and prosecute Orland Fire's case before the Hearing Officer; and
4. The decision and duty to prosecute or defend any appeal(s) of a Final Judgment and/or subsequent appellate judgments on any Violation and any and all costs, fees and expenses related thereto; and

5. Orland Fire shall provide Orland Park with authority to utilize the Orland Park Debt Collection Process to collect those fines and fees not collected on the day of the Hearing Call; provided, however, that Orland Fire may notify Orland Park that Orland Fire will pursue directly the collection of fines and fees due pursuant to the Orland Park System, opting out of the Orland Park Debt Collection Process.

D. Appeals of Violations. If Orland Fire notifies Orland Park that a defendant or Orland Fire has appealed a final judgment on a Violation by filing a complaint for administrative review with the Cook or Will County Circuit Court, Orland Park will provide Orland Fire with the complete Administrative Hearing Record for the Violation no later than one (1) week after receipt of such notice. Orland Fire shall be solely responsible for prosecuting and/or defending any and all appeals through administrative review, or otherwise.

E. Proposed Changes in the Operation of the Orland Park System. If the Orland Park Village Board considers any amendments to the Orland Park Village Code that concern or otherwise relate to the authorization for, or operation of, the Orland Park System, Orland Park agrees to provide Orland Fire with at least thirty (30) days' advance written notice of any such proposed amendments prior to their adoption.

Section 6. Compensation. Orland Fire shall pay, no later than thirty (30) calendar days after invoice, the following compensation to Orland Park for Adjudication Services provided on any hearing date(s) that Violations are scheduled:

Hearing Days, including all hearing calls conducted that day:	50% of fines or fees collected
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Orland Park shall retain its compensation from fines or fees collected and remit any remaining amount to Orland Fire and shall provide invoices for fees and charges to Orland Fire on a monthly basis.

Orland Fire shall pay, no later than thirty (30) calendar days after invoice, the following compensation to Orland Park for utilization of Orland Park Debt Collection Process to collect those fines and fees not collected on the day of the Hearing Call:

Utilization of Orland Park Debt Collection Process:	50% of fines or fees collected
---	--------------------------------

Orland Park shall retain its compensation from fines or fees collected utilizing the Orland Park Debt Collection Process and remit any remaining amount to Orland Fire and shall provide invoices for fees and charges to Orland Fire on a monthly basis.

Section 7. Insurance. Each Party shall procure and maintain throughout the Term of this Agreement, including any subsequent renewal terms, the following minimum insurance coverages:

- A. Commercial general liability insurance with a minimum \$1,000,000

combined single limit per occurrence for bodily injury, personal injury, property damage, and contractual liability.

- B. Business automobile liability insurance for any vehicle owned, non-owned, or rented by the Party and used in connection with the performance of this Agreement with a minimum \$1,000,000 combined single limit per accident for bodily injury, property damage, and vehicle physical damage for property damage to any owned vehicle.
- C. Workers' compensation with not less than statutory limits and employers' liability coverage with a minimum \$1,000,000 combined single limit per occurrence.

Each Party shall provide to the other Party on an annual basis certificates of insurance reflecting the minimum coverages and amounts required by this Section 7.

Section 8. General Provisions.

A. Notices. Unless otherwise provided in this Agreement, all notices required or permitted to be given to the Parties under this Agreement shall be given by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three (3) days after the same has been mailed, and any notice given by overnight courier shall be deemed to have been given and received within twenty-four (24) hours after deposit.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Orland Fire:	Orland Fire Protection District	Orland Park:	Village of Orland Park
	Attn: Fire Chief		Attn: Village Manager
	9790 W. 151st Street		14700 Ravinia Ave.
	Orland Park, IL 60462		Orland Park, IL 60462

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

C. Severability. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. Interpretation. It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. The Parties hereto have been represented by counsel and have had full opportunity to discuss this Agreement prior to

execution. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

E. Amendments and Modifications. This Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinance(s) or resolution(s) duly adopted and approved by the Party's corporate authorities. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

H. No Assignments or Transfers. No party to this Agreement shall have the right to assign or transfer this Agreement or rights herein.

I. Indemnification. Each Party (the "**Indemnifying Party**") hereby agrees to indemnify, hold harmless and defend the other Party (each an "**Indemnified Party**") from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Indemnified Party for any actions taken or failures to act by the Indemnifying Party in connection with the prosecution and/or adjudication of the Violations or the use or operation of the Orland Park System, to the extent that such claims were not caused by actions, or failures to act, of the Indemnified Party. Orland Fire acknowledges and agrees that it is solely responsible for any decision to process Violations via the Orland Park System and for decisions to utilize or opt out of the Orland Park Debt Collection Process, and Orland Fire represents that it has authority under the Requirements of Law to pursue such Violations via the Orland Park System.

J. Execution. This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have by their duly authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

By: _____

Board Secretary

ATTEST:

By: _____

Village Clerk

ORLAND FIRE PROTECTION DISTRICT

By: _____

President

VILLAGE OF ORLAND PARK

By: _____

Mayor

REQUEST FOR ACTION REPORT

File Number:	2021-0506
Orig. Department:	Police Department
File Name:	The Orland Park Police Department's Therapy Dog Program - Discussion and Consideration

BACKGROUND:

The men and women of the Orland Park Police Department are its greatest asset. Sworn officers and tele-communicators are oftentimes on the front lines of critical incidents and witness situations that result in a high degree of stress and anxiety following traumatic events. Additionally, victims, in particular children, are highly susceptible to depression, anxiety and post-traumatic stress disorder resulting from abuse or neglect. (Recent studies, Lass-Hennemann, J., Schafer, S. K., Romer, S., Holz, E., Streb, M., & Michael T. (2018). Therapy dogs as a crisis intervention after traumatic events? and Kimioka, H., Okada, S., Tsutani, K., Hyuntae, P., Okuizumi, H., Handa, S., Oshio, T., Park, S., Kitayuguchi, J., Abe, T., Honda, T., & Mutoh, Y. (2014). Effectiveness of animal assisted therapy: A systematic review of randomized controlled trials), have shown Animal-Assisted Interventions were able reduce stress and anxiety following critical incidents.)

Based on empirical evidence and the aforementioned recent studies, the Police Department is seeking authorization to develop a therapy dog program that will assist employees and victims after a critical/traumatic event. Furthermore, the therapy dog would be available for community and school events.

The Brevard County Sheriff's Office of Cocoa, Florida has a therapy dog training program whereupon a selected member of the Orland Park Police Department will be trained with an adopted therapy dog. Both the training and the adopted dog are free to the Orland Park Police Department. Furthermore, the selected therapy dogs receive basic obedience training from county sentenced inmates; advanced training is performed with a K9 specialist. All adopted therapy dogs come from a county run "No Kill" shelter. A presentation on the benefits and the implementation of the program will be highlighted at the Committee of the Whole.

BUDGET IMPACT:

The cost associated with the implementation of the program is the salary of the attendee, travel, lodging and food expenses, coupled with the care and feeding of the adopted therapy dog. The Orland Park Law Enforcement Organization has pledged a monetary donation of \$2,500 to cover the costs of the program and an anonymous citizen has pledged an additional \$2,500.

REQUESTED ACTION:

I move to recommended to the Village Board to approve the Orland Park Police Department's Therapy Dog Program.



Orland Park Police Department's Therapy Dog Program Consideration

Orland Park Police Department's Therapy Dog Program

• Why?

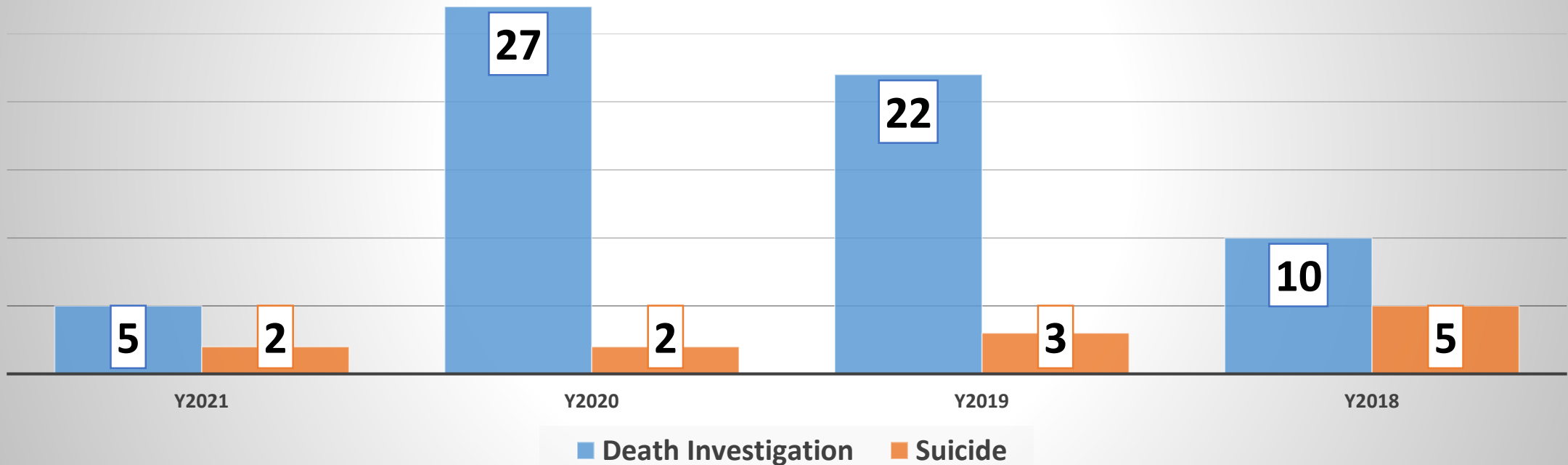
- First Responders:
 - Decreases Anxiety
 - Reduces Symptoms of PTSD
 - Increase in Undisturbed Sleeping
 - Produces Social Interactions
 - Stimulates Cognitive Response

Hug Dog not a Drug Dog

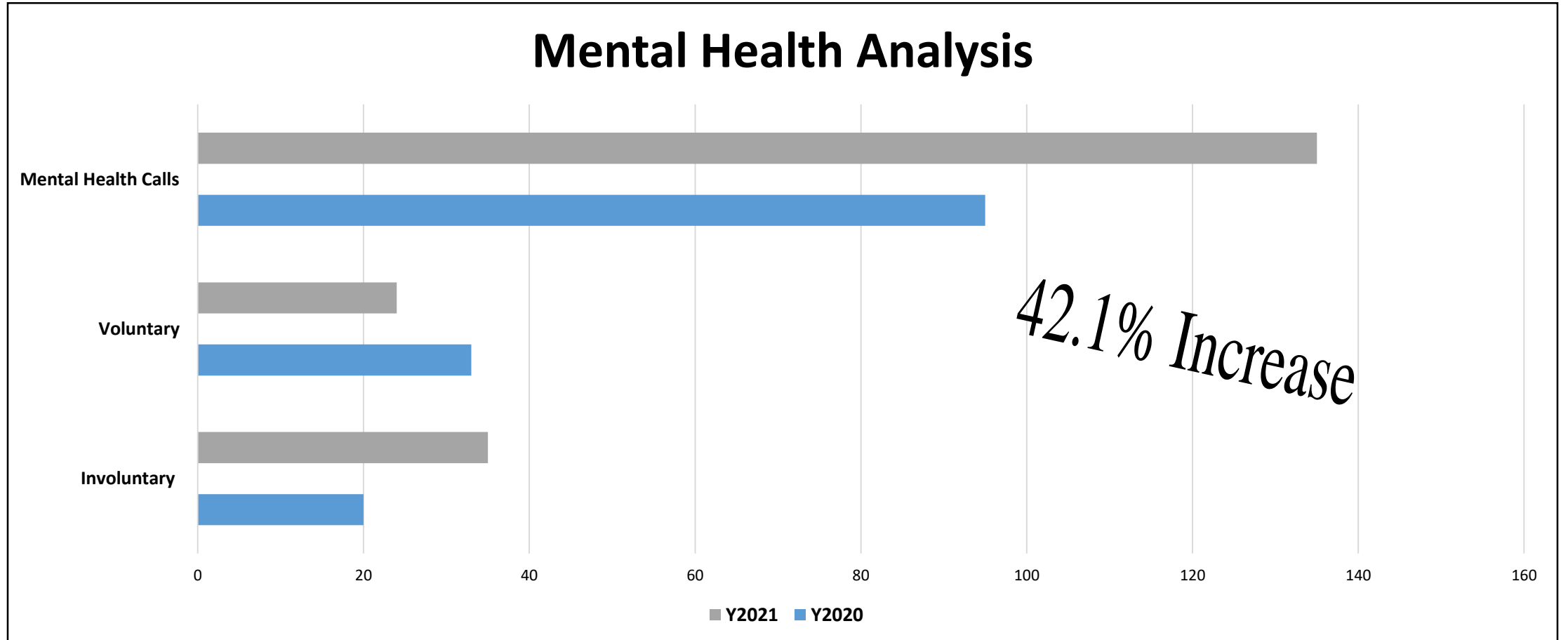


Orland Park Police Department's Therapy Dog Program

Death Responses



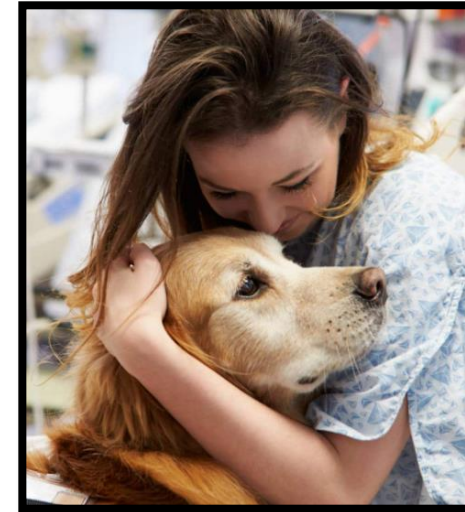
Orland Park Police Department's Therapy Dog Program



Orland Park Police Department's Therapy Dog Program

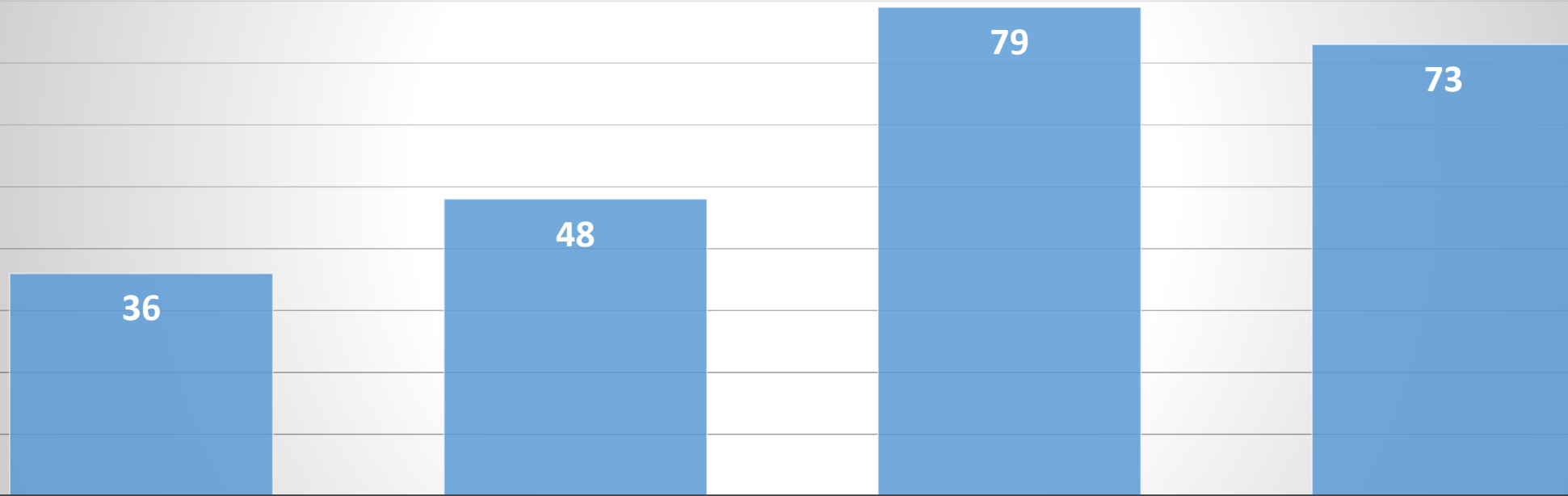
• Why?

- Children with Behavioral & Emotional Disabilities/Trauma:
 - Reduces anxiety & anger
 - Increase communication
 - Produces social interactions
 - Positive mood stabilizer
 - Stimulates cognitive response
 - Build Relationships with Police Officers



Orland Park Police Department's Therapy Dog Program

Number of Reported Child Victims (as of July 6, 2021)



Y2021

Y2020

Y2019

Y2018

Orland Park Police Department's Therapy Dog Program

- “Fire House Dog” Concept for All Members of the Department to have the Availability to Interact.
- Facilities Currently in Place for the Therapy Dog at the Department.
- Assign Staff to Feed and Walk the Dog
- Community Events Participation (on average 65 per year qualify).





Brevard County Sheriff's Paws and Stripes College

- Where?
- County Sheriff Run Program
- Facility is located in Cocoa, Florida
- No Kill Shelter Dogs are Enrolled in the Program
- Dogs are Trained by County Sentenced Inmates
- Forty (40) Hour Training Class for Officer(s)



Brevard County Sheriff's Paws and Stripes College

- Costs?
 - The Certified Therapy Dog and Training is ***Free*** to Law Enforcement.
 - Food, Travel, Lodging and Officer Training Time are on the Adopting Agency.
 - \$100.00 for United Therapy Dog Certification.
 - \$5000 in pledged donations thus far -Orland Park Police Law Enforcement Organization and a citizen.



Sheriff Wayne Ivey
and the Brevard County Sheriff's Office
Paws & Stripes College
proudly present:




Law Enforcement & Multidiscipline Crimes Against Children Investigative Therapy Dog Course

This 40 hour course creates a K-9 Unit specific to the multidiscipline group assigned to investigating crimes against children.


June 7th -11th
865 Camp Road, Cocoa, FL 32927

Cost of Training & Canine Partner - FREE
(Limited Seating)



 Designed for those with, or without a K-9 Partner


- Option 1 – Obtain one of our advanced trained K-9's selected from our Paws & Stripes College
- Option 2 – Obtain a K-9 through your own agency and attend this training

 Learn the Do's & Don't's of deploying a Therapy dog for child victims in the Florida Justice System

Instructions & Practical Application include:

- Basic Obedience & public Exposure
- Behavioral Observations
- Vehicle Ops
- Investigative Interview Technique
- Laws, Policies, & Best-practice procedures
- National Registration
- Home & Work Adaptations



 Open to any discipline in the Crimes Against Children investigative group

- Department of Children & Families (DCF)
- Child Protection Teams & Children Advocacy Centers (CPT & CAC's)
- Law Enforcement Agencies (Federal, State, & Local)

The only cost to adopting agencies are for lodging (if needed) and any other incentive pay associated with K-9 handling.

United K9s Therapy Dog certification available at your departments cost of \$100.



(This course prepares K-9 teams to complete the necessary requirements to become a Nationally Registered Therapy Dog Team.)

Paws and Stripes College
pawsandstripes@bcso.us
(321)690-1500 ext. 83155



Brevard County Sheriff's Paws and Stripes College



- When (if approved)?
 - September 13 -17th
 - The Department can chose the size of the Adopted Therapy Dog.
 - Currently, the program has six (6) Labradors to chose from.

REQUEST FOR ACTION REPORT

File Number: **2021-0527**
 Orig. Department: **Police Department**
 File Name: **Axon Body and Fleet Camera - Purchase**

BACKGROUND:

On Wednesday, January 13, 2021, the Illinois Senate voted to approve House Bill 3653, a 764-page document which mandates, effective January 1, 2024, municipalities with a population of 50,000 or more but under 100,000 are required to implement the use of officer-worn body cameras. In November of 2020, the Orland Park Police Department began to field test body worn cameras manufactured from three (3) separate vendors. Those vendors were Watch Guard (Motorola), Panasonic and Axon. The purpose of the pilot program was to determine the capabilities and limitations of each system to include, but not limited to, resolution abilities, storage requirements, redaction capabilities, durability of the equipment, training demands, and the overall quality of each camera units. At the completion of the field testing, a unanimous decision amongst all officers involved determined that the Axon product was the leader and best suited the needs of the Orland Park Police Department. Axon’s Body and Fleet Camera program bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together, to help equip the officers with the solutions they need.

The Axon body and fleet camera hardware components includes, 116 Axon body-worn cameras with two (2) upgrades, 11 Axon body-worn cameras docks and wall mounts, 1 (1) body worn camera mount per camera, 44 Fleet 3 camera packages, Axon signal sidearm activation (a smart sensor that attaches to an officer’s holster). The signal sidearm sensor uses Axon signal technology to trigger Axon body-worn cameras within range to start recording automatically when an officer’s weapon is drawn) and Axon Signal Performance Power Magazine (SPPM) Taser Activation. This proprietary piece of equipment captures critical footage when using the TASER X2 Smart Weapon. The SPPM reports to the officers body camera when the weapon is armed and logs the moment that the trigger is pulled and arc is engaged.

Axon is the only vendor with a proven holster activation for the firearm and taser which is currently carried in the field by officers. The need to activate the camera upon removal of the duty weapon is paramount to the success of a body worn camera program.

BUDGET IMPACT:

The total cost of the five-year program is \$974,999.99, which corresponds to \$189,025.91 year one and \$196,493.52 years 2 through 5. A budget adjustment will be performed this year with the funding primarily coming from citizen and corporations’ donations and asset forfeiture money for year one of the approved contract.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the use of Sourcewell Cooperative purchasing contract #010720-AXN;

.....

And

Recommend approving the contract with Axon for body worn and fleet camera purchase for a total five (5) year cost of \$974,999.99 which corresponds to \$189,025.91 in year one and \$196,493.52 in years two (2) and through five (5);

And

Recommend authorizing the Village Manager to execute all related contracts, subject to Village Attorney review.



EVT Tech
 9910 W 190th Street, Suite E
 Mokena, IL 60448

Estimate

Date	Estimate #
4/28/2021	3126

Name / Address
Orland Park Police Department 15100 Ravinia Avenue Orland Park, IL 60462

Ship To

Vehicle Type		Unit Number	Terms	
Patrol		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	20.00	20.00
1	LABOR	Remove Panasonic Arbitrator system. Install Axon Fleet 3 dual camera system.	400.00	400.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total	\$420.00
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Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



Quote For:

**Orland Park Police Department
Attn: Brian West**

Reference:

Orland Park Police department (44)4RE (116)BWC VaaS BLD

Quote By:

**WatchGuard Video
Cynthia Thomas Murphy**

Date: 06-08-21

WatchGuard Video

415 E. Exchange
 Allen, TX 75002
 (P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Orland Park Police Department - Attention: Brian West
 Orland Park Police department (44)4RE (116)BWC VaaS BLD

QUOTATION - 4LP-0056-01

DATE: 06-08-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Unit Price	Amount
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Shipping and Handling	1	\$3,070.00	\$3,070.00
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Freight

Additional Options

Deliverables / Materials / Services	Qty	Unit Price	Amount
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Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month	72	\$2,940.00	\$211,680.00
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AAS-BWC-5YR-001 (**PaaS**)

Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.

User licenses on a per-device basis.

EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included.

Body-worn camera (battery + choice of mount included)

Third year technology (Hardware) refresh.

5-year agreement (billed Quarterly or Annually)

Advanced hardware replacement service & 24/7 support

No-Fault hardware warranty

Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month	11	\$1,800.00	\$19,800.00
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AAS-BWC-XFS-DOC (**PaaS**)

8-Bay Ethernet Transfer Station

Ethernet Cable, Rack mount (optional) & Power Cord

MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP (Sector)	3	\$250.00	\$750.00
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IV-ACK-WF-CS-AP

MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP

Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation	1	\$5,000.00	\$5,000.00
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WGW00122-400

Upload Server - Video-as-a-Service Package @ \$100 per Month	1	\$6,000.00	\$6,000.00
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AAS-UPL-SVR-001 (**PaaS**)

Upload Server

Fast video offload, 8 TB of storage, 5 Year Warranty

Integrated Body-worn camera and In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$189 per Month	44	\$11,340.00	\$498,960.00
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AAS-ICV-BWC-5YR (**PaaS**)

Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.

User licenses on a per-device basis.

EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included.

Body-worn camera (choice of mount)

Third year technology (Hardware) refresh.

CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch)

In-Car Video System (Choice of forward camera)

Includes 200GB DVR, Control panel & Infrared cabin camera

WiFi Dock

HiFi wireless microphone kit, MikroTik WiFi Kit & Smart Power Switch

5-year agreement (billed Quarterly or Annually)

No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support

Subtotal Price	\$742,190.00
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Total Price	\$745,260.00
Amortized	\$736,440.00
Direct Purchase Items	\$8,820.00
Due Now	\$156,108.00
Annual Invoice	\$147,288.00

**Purchase as a Service (PaaS)
Financial Profile**

Total Price:	\$736,440.00
Contract Term:	5 Years
Monthly Payments:	\$12,274.00
Annual Invoice:	\$147,288.00

Notes:

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order
3. Installation not included Cynthia Thomas Murphy 469-588-3378

Quoted by: Cynthia Thomas Murphy - 800-605-6734 - cynthia.thomas-murphy@motorolasolutions.com



WATCHGUARD 4RE®

HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.



KEY FEATURES

INTUITIVE CONTROL – Icon-driven user interface and direct access keys make operation quick and simple.

FULLY INTEGRATED WITH BODY CAMERA – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized video of an event from multiple vantage points.

UPLOAD ANYWHERE, ANYTIME – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

SMART, EVENT-BASED RESOLUTION RECORDING – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

FULL PANORAMIC HD COVERAGE – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

NEVER MISS AN INCIDENT – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

Dual Drive Architecture – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Sighting (Zs) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Or Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity
200GB

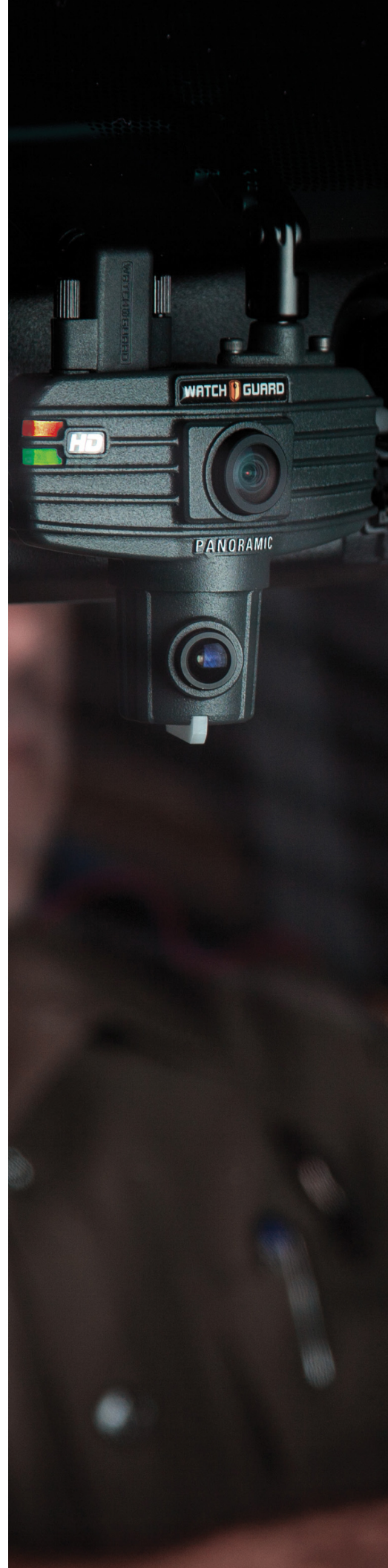
Certified to Military Specification
MIL STD 810-G

Operation Conditions
-40° F to 185° F

Integrated and GPS for Speed and Location
YES

Integrated Crash Detection
YES

Hours of Recording
Up to 80 hours



For more information, visit motorolasolutions.com/in-car



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Dimensions

2.6 x 1.1 x 3.6 in (65 x 29 x 91 mm)
W x D x H

Weight

6.8 oz (193 g)

Storage

128 GB

IP Rating

IP 67

Resolution

1080p, 720p and 480p

Microphones

Dual

Vertical Field of View

Electronic Turret +15° / - 20°

Field of View

130°

Encryption

At rest and in transit

For more information, visit www.motorolasolutions.com/v300



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SPECIFICATIONS

Weight
6.8 ounces

Depth
1 1/8"

Storage
128 GB

IP Rating
IP 67

Resolution
1080p, 720p and 480p

Microphones
Dual

Vertical Field of View
Electronic Turret +15° /- 20°

Field of View
130°

Encryption
At rest and in transit



For more information, visit www.watchguardvideo.com



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DUAL DRIVE ARCHITECTURE – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Signature (Zs) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Of Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity
256GB

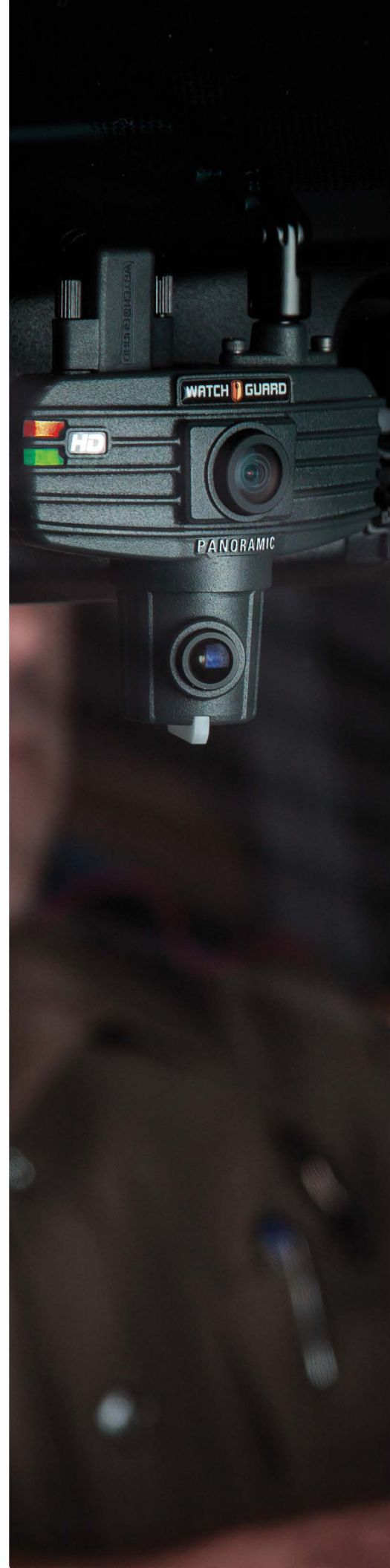
Certified to Military Specification
MIL STD 810-G

Operation Conditions
-40 °F to 185 °F

Integrated and GPS for Speed and Location
YES

Integrated Crash Detection
YES

Hours of Recording
Up to 80 hours



For more information, visit motorolasolutions.com/in-car



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VIDEO-AS-A-SERVICE

GET YOUR CAMERAS AND GET GOING

Our simple pay-as-you-go program helps you get everything needed for your body-worn and in-car camera video policing program without any upfront investment.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering its body-worn cameras, in-car video systems, evidence management software and support services through Video-as-a-Service.

With no up-front investment required, you can deploy a new camera system and start using it immediately under a simple pay-as-you-go program. Everything you need is provided, including unlimited system users, unlimited data storage, 24/7 support and no-fault warranty coverage.

NO NEED TO RAISE FUNDS

Simply get what you need with no up-front investment and pay as you go. Turn a large capital investment into a manageable operation expense.

BUDGET PREDICTABILITY

Plan with confidence. The camera system, software, video storage and maintenance are included at a price that stays the same each month.

ASSURED PERFORMANCE

Get five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support, for assured performance and a worry-free experience.

TECHNOLOGY REFRESH

Receive free body-worn cameras and batteries during the program to refresh your inventory, keeping you current with the latest technology.



PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
Systems	WatchGuard V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and PlateSearch® software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body Camera System + In-Car System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Evidence Management	WatchGuard EvidenceLibrary.com cloud-based management system. Unlimited users, unlimited storage, unlimited sharing.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit motorolasolutions.com/video-as-a-service





AXON

Orland Park Police Dept.- IL

AXON SALES REPRESENTATIVE

Jake Sheedy

jsheedy@axon.com

ISSUED

6/29/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SALES REPRESENTATIVE

Jake Sheedy

Phone:

Email: jsheedy@axon.com

Fax:

PRIMARY CONTACT

Joseph Mitchell

Phone: (708) 364-8106

Email: jmitchell@orlandpark.org

SHIP TO

Joseph Mitchell
Orland Park Police Dept.- IL
15100 Ravinia Ave.
ORLAND PARK, IL 60462
US

BILL TO

Orland Park Police Dept.- IL
14700 Ravinia Avenue
ORLAND PARK, IL 60462
US

Year 1: AB3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	12	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	4	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	116	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	116	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	116	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	116	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	116	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		116	699.00	566.19	65,678.04
74210	AXON BODY 3 - 8 BAY DOCK		11	1,495.00	531.99	5,851.89
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		116	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	116	336.00	0.00	0.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P		100	109.20	0.00	0.00
75015	SIGNAL SIDEARM KIT		116	249.00	0.00	0.00
74023	LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK		127	0.00	0.00	0.00

Year 1: AB3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		232	0.00	0.00	0.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		11	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	4	468.00	379.08	1,516.32
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	116	180.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	116	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	11	0.00	0.00	0.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	116	288.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	116	108.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	116	228.00	133.66	15,504.56
Services						
85144	AXON STARTER		1	2,750.00	2,227.50	2,227.50
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	90,778.31
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	90,778.31

Year 1: Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	60	88	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	60	44	0.00	0.00	0.00
Hardware						
72036	FLEET 3 STANDARD 2 CAMERA KIT		44	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		44	0.00	0.00	0.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY		44	0.00	0.00	0.00
Other						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		44	0.00	0.00	0.00

Year 1: Fleet 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		44	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	2,232.90	98,247.60
					Subtotal	98,247.60
					Estimated Tax	0.00
					Total	98,247.60

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		3	699.00	0.00	0.00
74023	LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	3	336.00	0.00	0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT		1	2,405.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	3	0.00	0.00	0.00
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	116	336.00	336.00	38,976.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	116	180.00	180.00	20,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	4	468.00	468.00	1,872.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73835	AUTO TAGGING LICENSE PAYMENT	12	116	108.00	108.00	12,528.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	116	288.00	288.00	33,408.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	1,409.46	62,016.24
73666	RESPOND DEVICE PLUS PAYMENT	12	116	228.00	197.58	22,919.28
					Subtotal	196,493.52
					Estimated Tax	0.00
					Total	196,493.52

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	116	336.00	336.00	38,976.00
Other						
73689	MULTI-BAY BWC DOCK 1ST REFRESH		11	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		116	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	116	180.00	180.00	20,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	4	468.00	468.00	1,872.00
73835	AUTO TAGGING LICENSE PAYMENT	12	116	108.00	108.00	12,528.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	116	288.00	288.00	33,408.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	1,409.46	62,016.24
73666	RESPOND DEVICE PLUS PAYMENT	12	116	228.00	197.58	22,919.28
					Subtotal	196,493.52
					Estimated Tax	0.00
					Total	196,493.52

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	116	336.00	336.00	38,976.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	116	180.00	180.00	20,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	4	468.00	468.00	1,872.00
73835	AUTO TAGGING LICENSE PAYMENT	12	116	108.00	108.00	12,528.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	116	288.00	288.00	33,408.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	1,409.46	62,016.24
73666	RESPOND DEVICE PLUS PAYMENT	12	116	228.00	197.58	22,919.28
					Subtotal	196,493.52
					Estimated Tax	0.00
					Total	196,493.52

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	116	336.00	336.00	38,976.00
Other						
73688	MULTI-BAY BWC DOCK 2ND REFRESH		11	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		116	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	116	180.00	180.00	20,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	4	468.00	468.00	1,872.00
73835	AUTO TAGGING LICENSE PAYMENT	12	116	108.00	108.00	12,528.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	116	288.00	288.00	33,408.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
72040	FLEET REFRESH, 2 CAMERA KIT		44	0.00	0.00	0.00
80458	FLEET 3 BASIC WITH TAP PAYMENT	12	44	2,028.00	1,409.46	62,016.24

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73666	RESPOND DEVICE PLUS PAYMENT	12	116	228.00	197.58	22,919.28
					Subtotal	196,493.52
					Estimated Tax	0.00
					Total	196,493.52
Grand Total						974,999.99

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	1,281,783.00
Discounts	306,783.01
Total	974,999.99

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1: AB3	90,778.31
Year 1: Fleet 3	98,247.60
Spares	0.00
Year 2	196,493.52
Year 3	196,493.52
Year 4	196,493.52
Year 5	196,493.52
Grand Total	974,999.99

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Orland Park Police Dept.- IL

Quote: Q-304892-44376.968JS

Sold By:	Jake Sheedy
Designed By:	Jake Borro
Installed By:	Axon
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME	
Headquarters	Orland Park Police Dept.- IL	
<p>Total Configured Vehicles</p> <ul style="list-style-type: none"> • 44 Total Vehicles with this Configuration <p>Video Capture Sources</p> <ul style="list-style-type: none"> • 88 Total Cameras Deployed • 1 Axon Signal Unit(s) Per Vehicle <p>Mobile Data Terminal Per Vehicle</p> <ul style="list-style-type: none"> • 1 Located In Each Vehicle <p>Mobile Router Per Vehicle</p> <ul style="list-style-type: none"> • 1 IBR900-600M <p>Offload Mechanism</p> <ul style="list-style-type: none"> • 4G LTE Cellular <p>Evidence Management System</p> <ul style="list-style-type: none"> • Evidence.com 		 Axon Camera  Signal Unit  In-Car Router  Battery Box

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	IBR900-600M router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	<p>Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p>Hard Drive: Must have 25GB+ of free disk space</p> <p>RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater</p> <p>Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p>Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p>USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Customer will provide the following router for all vehicles:	IBR900-600M
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	IBR900-600M will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
Network Addressing	IP Addressing		Total IPs Required
	Axon Fleet Cameras	88	176
	Mobile Data Terminal	44	
	IBR900-600M	44	
Hardware Provisioning	Customer to provide all IP addressing and applicable network information		

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

<p>Project Management</p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p>Vehicle Installation</p>	<p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
<p>Custom Trigger Installation</p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p>Training</p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

4G / Cellular Offload Considerations

Network Considerations	The IBR900-600M will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Jake Sheedy at jsheedy@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

EXECUTIVE QUOTE SUMMARY

ORLAND PARK POLICE DEPARTMENT

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 480-463-2203
March 10, 2021





AXON BODY & FLEET CAMERA PROGRAM

Axon's Body and Fleet Camera program bundle hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together, to help equip your officers with the solutions they need. Whether easing your administrative burden back at the station or protecting your officers in the field, Orland Park Police Department will receive the following program features and products to help you meet your goals.

HARDWARE COMPONENTS

- ▶ 116 [Axon Body-Worn Cameras](#) w/ Two Upgrades (see TAP)
- ▶ 11 Axon Body-Worn Cameras Docks and Wall Mounts w/ Two Upgrades (see TAP)
- ▶ 1 [Body-Worn Camera Mount per Camera](#)
- ▶ 44 [Fleet 3](#) Camera Packages
- ▶ Axon Signal Sidearm Activation
- ▶ Axon SPPM Taser Activation

SOFTWARE COMPONENTS

- ▶ 4 [Axon Evidence Professional Licenses](#)
- ▶ 116 Axon Evidence Basic Licenses
- ▶ [Axon Capture](#)
- ▶ Unlimited Storage
- ▶ [GPS & Livestreaming](#) (BWC Only)
- ▶ Auto-Tagging Service

TRAINING & SUPPORT

- ▶ Axon Full Service
 - ▶ Dedicated Axon Program Manager
 - ▶ Onsite Training
 - ▶ Axon Evidence Buildout
- ▶ Online Training Content
- ▶ Axon Fleet Installation & Training

WARRANTIES & REFRESHES

- ▶ Five-Year Axon Body-Worn Camera Warranty
- ▶ Five-Year Axon Dock Warranty
- ▶ Five-Year Axon Fleet Warranty
- ▶ Technology Assurance Plan (TAP)
 - ▶ Hardware Refresh at month 30
 - ▶ Hardware Refresh at month 60

COST OVERVIEW	
Program Length	Five Years
Refresh Schedule	Axon BWC – 30 & 60 months Axon Docks – 30 & 60 months
	Axon Fleet – 60 months
SAVINGS OVERVIEW	
Bundled Savings	\$306,783.01
Trade-In Credit	N/A
Additional Credits	N/A
TOTAL SAVINGS OFFERED	\$306,783.01

BILLING SCHEDULE	
Payment Year	Cost per Year
Year 1	\$189,025.91
Year 2	\$196,493.52
Year 3	\$196,493.52
Year 4	\$196,493.52
Year 5	\$196,493.52
TOTAL PROGRAM COST	\$974,999.99
ESTIMATED TOTAL W/ TAX	\$974,999.99



DETAILED PROGRAM DELIVERABLES

HARDWARE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Axon Body-Worn Camera	116		116		116
Axon Body-Worn Camera, Docks, Wall Mounts, and Accessories	11		11		11
Axon Fleet 3	44		N/a		44
SOFTWARE					
Axon Evidence Professional License	4				
Axon Evidence Basic License	116				
Axon Autotagging	SITE-WIDE				
Axon Capture & View	SITE-WIDE				
Axon Data Storage	UNLIMITED				
Axon Respond+ (GPS & Livestreaming)	BWC Only				
Axon Full Service	Included				
Auto-Tagging Implementation Service	Included				
Axon Body-Worn Camera and Dock Manufacturer + Extended Warranties	5 Years				
Axon Fleet Camera Manufacturer + Extended Warranties	5 Years				

PROGRAM PRODUCTS & FEATURES

Axon Body 3

Axon Body 3 isn't just a camera: it's a rugged communications beacon front-and-center on every call. Featuring our new Axon Aware technology and an LTE connection that enables real-time features like GPS; Body 3 empowers officers with more support in the moment. Coupled with enhanced low-light performance and reduced motion blur, that means clearer evidence in the now, more efficient AI-powered processes after the fact, and most importantly, safer communities in the long run.

What is TAP?

The Technology Assurance Plan (TAP) is a service plan that combines warranty coverage on your Axon body cameras with automatic refresh units every 2.5 years. Minimizing the chance that an officer goes on duty without a camera, TAP includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. TAP not only protects your agency today—it ensures it will stay protected in the future.

Evidence.com

Axon Evidence is a scalable, cloud-based system that consolidates all of your digital files, making them easy to manage, access, and share. Now you can also know your evidence is securely stored in Microsoft Azure's Government cloud, and that any activity is captured in audit trails to ensure chain of custody and evidence authenticity.

Axon Respond

Axon Respond builds on the active intelligence provided by the Fleet LTE-connected camera. Axon Respond is our latest game-changing technology that brings real-time situational awareness features like live maps and streaming to our connected devices, critical evidence previews and post-event reporting capabilities. Axon Respond also provides critical notifications, and map-based location tracking via Evidence.com. These features enable proactive assistance for officers in the field.

Axon Capture

Axon Capture is a mobile application built specifically for law enforcement that allows officers to capture digital evidence right from the field. The application eliminates the need to carry multiple devices for photo, video and audio recording. Instead, it uses the capabilities of the smartphone already in your pocket and adds the security and organization needed to protect truth. You can add tags, titles or GPS coordinates to any recording before uploading the data to Evidence.com, without leaving anything on your phone.

Axon Signal Sidearm

A smart sensor that attaches to an officer's holster. The Signal Sidearm sensor uses Axon Signal technology to trigger Axon body-worn cameras within range to start recording automatically when an officer's weapon is drawn.

Axon Signal Performance Power Magazine (SPPM)

Capture critical footage when using your TASER X2 or X26P Smart Weapon. The SPPM report to your camera when your weapon is armed and logs the moment that the trigger is pulled and arc is engaged.



IN CONCLUSION

By investing in our solutions as a bundle—versus a la carte purchases—Orland Park Police Department will receive an overall savings of \$306,783.01 over the span of a 5-year contract.

If you have any questions regarding our solutions or pricing, please contact:

AXON CONTACT

Jake Sheedy

480-561-0157

jsheedy@axon.com

TASER CONTACT

Ashley Bittl

480-515-6309

abittl@taser.com

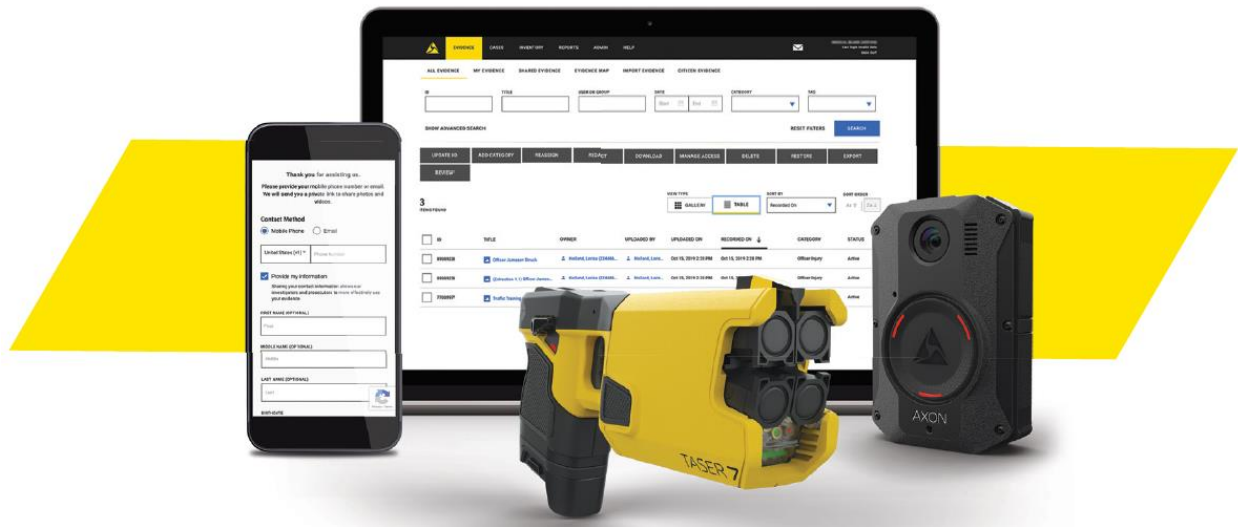
Please note, to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Orland Park Police Department to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.

PROTECT
LIFE



APPENDIX



DEDICATION TO CUSTOMER SUCCESS

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. We are committed to providing Orland Park Police Department with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, additional training, consulting advice, or help with exchanging and returning equipment, our dedicated team is here for you. Through regular communication, our knowledgeable staff can offer Orland Park Police Department the support you should expect from a service provider. This support includes access to:

- ▶ **24/7 CUSTOMER SUPPORT** – Axon's full customer support division available via live phone support, 24 hours a day, seven days a week.
- ▶ **PROFESSIONAL SERVICES** – Experienced and skilled personnel who are involved in the implementation, development, deployment, management, and support of your Axon program
- ▶ **SALES ENGINEERS (SE)** – SEs own the technical aspects of the sales process and have the technical mindset which allows them to understand complex systems and solve intricate challenges involving hardware, software, and network issues
- ▶ **CUSTOMER SUCCESS MANAGERS** – Dedicated Axon personnel assigned per agency who communicate important operating system/firmware and hardware updates, identify day-to-day bugs, and address general issues, as well as fulfill hardware refreshes and deployment of new equipment, conduct quarterly business reviews with customers, and identify important customer feature requests
- ▶ **SUBJECT MATTER EXPERTS (SME)** – SMEs have vast experience in Axon products and an understanding of the complex issues that affect law enforcement around the world
- ▶ **ECOMMERCE** – Axon's online store available to clients for an expedited purchasing experience on smaller orders
- ▶ **CONSULTANTS** – Part-time expert consultants, made up of retired law enforcement leaders, who deliver service on smaller projects and serve as additional resources on large projects
- ▶ **AXON'S EXECUTIVE TEAM** – A leadership team with broad business and technology experience
- ▶ **AXON'S CEW TEAM** – A team of experienced CEW sales reps, engineers, and SMEs
- ▶ **CURRENT CLIENT EXPERIENCE** – Reference information provided by our current clients to demonstrate our experience working with agencies of similar size and scope of work
- ▶ **AXON ACCELERATE** – Axon's user conference brings members of the law enforcement community, technology leaders, and prosecutors together to learn how agencies can make policing more effective and efficient with Axon products
- ▶ **ACCOUNT MANAGEMENT HELP** – Available assistance when issues arise with an agencies account
- ▶ **LUNCH AND LEARNS** – Short informational sessions to share knowledge across and within different disciplines at Axon
- ▶ **LEARNING AND DEVELOPMENT** – Ongoing training courses that cover and promote proper software and hardware use and compliance

Our goal is to provide Orland Park Police Department with the necessary assistance to help make the most of the solutions you count on every day. With a network of resources dedicated and designed to meet the needs of law enforcement, Axon is here to help.





ARB-BWCVESTMNT – MSRP \$20.00
Klick Fast Tag on Garment/Vest Mount



ARB-BWC3BLTLOOP – MSRP \$20.00
Klick Fast Leather Belt Loop



ARB-BWC3BLTCLIP – MSRP \$20.00
Klick Fast Leather Belt Clip



ARB-BWC3MNT-CLAMP – MSRP \$17.00
Klick Fast Pocket Clamp



ARB-BWC3MNT-MAG – MSRP \$50.00
Klick Fast Magnetic Mount



ARB-BWC3MNT-MOLLE – MSRP \$20.00
Klick Fast MOLLE Mount



ARB-BWCKFROUNDCLK – MSRP \$14.00
Klick Fast Round Bolt-Thru BWC Mount



ARB-BWCKFSHOULD17K – MSRP \$45.00
Klick Fast Shoulder Center Chest Harness BWC Mount



ARB-BWCKFEPAULETTE – MSRP \$18.50
Klick Fast Epaulette BWC Mount



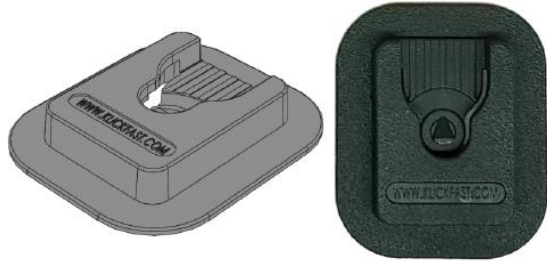
ARB-BWCKF-CLIPON – MSRP \$6.00
Klick Fast Clip-On Dock, Converts
Klick Fast to Belt Clip Fitting



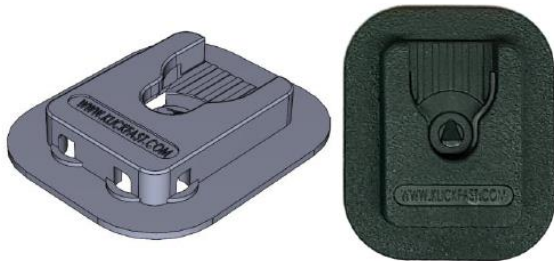
ARB-BWCKF-BUTTON-F – MSRP \$13.00
Klick Fast Shirt Button “S” Dock for BWC
mounting to Female Shirts (LH Side Buttons)



ARB-BWCKF-BUTTON-M – MSRP \$13.00
Klick Fast Shirt Button “S” Dock for BWC
mounting to Male Shirts (RH Side Buttons)



ARB-BWCKFSEWNINBLK – MSRP \$10.00
Click Fast sewn in mount (black)



ARB-BWCKFSEWNINB-L – MSRP \$10.00
Click Fast sewn in mount with Lanyard
Holes (black)





ARB-BWCVESTMNT

Klick Fast Tag on Garment/Vest Mount

ARB-BWC4-MNT-KIT – MSRP \$140.00
Klick Fast Mounting Kit – includes Tag on Garment/Vest Mount, Leather Belt Clip, Magnetic Mount, MOLLE Mount & Replacement Stud in a carry pouch



ARB-BWC3BLTCLIP

Klick Fast Leather Belt Clip



ARB-BWC3MNT-MAG

Klick Fast Magnetic Mount



ARB-BWCKFSTUDKIT

BWC4000 Klick Fast Replacement Stud with 3M Screw



ARB-BWC3MNT-MOLLE

Klick Fast MOLLE Mount



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)	
Date	Jun 10, 2021 04:49 PM CDT
Modified Date	Jun 10, 2021 04:53 PM CDT
Doc #	490929 - rev 1 of 1
Description	116 x ARB-SUB-BWC-5Y-HW BWC4000 Subscription
SalesRep	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Flannery, Michael mflannery@orlandpark.org

Customer
 Village of Orland Park (21547)
 Flannery, Michael
 15100 Ravinia Ave
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Bill To
 Village of Orland Park
 Accounts, Payable
 14700 Ravinia Ave.
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Ship To
 Village of Orland Park
 Orland Park PD, Attn:
 Administration
 15100 Ravinia Ave.
 Orland Park, IL 60462
 United States
 (P) 708-349-4111

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
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Panasonic iPRO BWC4000 CloUDE Subscription

1	BWC4000 Camera CloUDE Subscription - 5 years (five annual payments required) Includes: Accidental Damage Coverage, CloUDE DEMS with redaction, sharing, camera registry & cloud based device management, maintenance, Panasonic i-PRO Help Desk support and Extra Battery at 30 months	ARB-SUB-BWC-5Y-HW	116	\$720.00	\$83,520.00
Note: - \$60/camera/mo - \$720/camera/yr - \$3,600/camera total over 5 year term - \$417,600 total cost for 116 cameras over 5 year term					

Subtotal: \$83,520.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
Total: \$83,520.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



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 Itasca, Illinois 60143
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 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)	
Date	Jun 10, 2021 04:54 PM CDT
Modified Date	Jun 10, 2021 05:00 PM CDT
Doc #	490930 - rev 1 of 1
Description	116 x Holster Trigger Options
SalesRep	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Flannery, Michael mflannery@orlandpark.org

Customer
 Village of Orland Park (21547)
 Flannery, Michael
 15100 Ravinia Ave
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Bill To
 Village of Orland Park
 Accounts, Payable
 14700 Ravinia Ave.
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Ship To
 Village of Orland Park
 Orland Park PD, Attn:
 Administration
 15100 Ravinia Ave.
 Orland Park, IL 60462
 United States
 (P) 708-349-4111

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
BWC4000 Primary Weapon Holster Sensors (using existing holster)					
1	Panasonic i-PRO - Sensors for primary weapons triggering with BWC4000	ARB-BWC-PRIMESENSE	116	\$289.00	\$33,524.00
BWC4000 CEW Holster					
2	Panasonic i-PRO - Holster for CEW weapons triggering with BWC4000 Custom molded CEW holster w/ integrated sensor	ARB-BWC-CEWHOLSTER	116	\$529.00	\$61,364.00
BWC4000 CEW Sensors (retrofit using existing holster)					
3	Panasonic i-PRO - Sensors for CEW weapons triggering with BWC4000 Sensors for existing holster, includes metal strips to affix to the CEW, for improved sensor reliability	ARB-BWC-CEWSENSE	116	\$305.00	\$35,380.00

Tax (.0000%): \$0.00
 Shipping: \$0.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)	
Date	Jun 10, 2021 05:01 PM CDT
Modified Date	Jun 10, 2021 05:04 PM CDT
Doc #	490931 - rev 1 of 1
Description	BWC4000 Mount Options
SalesRep	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Flannery, Michael mflannery@orlandpark.org

Customer
 Village of Orland Park (21547)
 Flannery, Michael
 15100 Ravinia Ave
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Bill To
 Village of Orland Park
 Accounts, Payable
 14700 Ravinia Ave.
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Ship To
 Village of Orland Park
 Orland Park PD, Attn:
 Administration
 15100 Ravinia Ave.
 Orland Park, IL 60462
 United States
 (P) 708-349-4111

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
KlickFast Mounting Options for BWC4000					
1	BWC4000 Klick Fast Replacement Stud with 3M Screw	ARB-BWCKFSTUDKIT	1	\$13.00	\$13.00
2	Panasonic Klick Fast Mounting Kit for BWC4000 Magnetic, MOLLE, Clip, Vest mounts & spare stud in carrying pouch	ARB-BWC4-MNT-KIT	1	\$115.00	\$115.00
3	Panasonic - Klick Fast Magnetic X Mount for BWC	ARB-BWC3MNT-MAG	1	\$45.00	\$45.00
4	Panasonic - Klick Fast MOLLE Mount Includes rear straps to match MOLLE vest loops	ARB-BWC3MNT-MOLLE	1	\$18.00	\$18.00
5	Klick Fast Leather Belt Clip	ARB-BWC3BLTCLIP	1	\$19.00	\$19.00
6	Klick Fast Shirt Pocket/JacketZip/Clamp Mount	ARB-BWC3MNT-CLAMP	1	\$13.00	\$13.00
7	Klick Fast Sewn-in Mount - Black Includes lanyard holes	ARB-BWCKFSEWNINB-L	1	\$9.00	\$9.00
8	Klick Fast Sewn-in Mount - Black	ARB-BWCKFSEWNINBLK	1	\$9.00	\$9.00
9	Klick Fast Round Bolt-Thru BWC Mount	ARB-BWCKFROUNDBLK	1	\$13.00	\$13.00
10	Klick Fast Clip-On Dock Converts Klick Fast to Belt Clip Fitting	ARB-BWCKF-CLIPON	1	\$6.00	\$6.00
11	Klick Fast Shirt Button "S" Dock for BWC mounting to Female Shirts (LH Side Buttons)	ARB-BWCKF-BUTTON-F	1	\$13.00	\$13.00
12	Klick Fast Shirt Button "S" Dock for BWC mounting to Male Shirts (RH Side Buttons)	ARB-BWCKF-BUTTON-M	1	\$13.00	\$13.00
13	Klick Fast Tag on Vest/Garment Mount	ARB-BWCVESTMNT	1	\$19.00	\$19.00

#	Description	Part #	Qty	Unit Price	Total
14	Klick Fast Leather Belt Loop	ARB-BWC3BLTLOOP	1	\$19.00	\$19.00
15	Klick Fast Shoulder Center Chest Harness BWC Mount	ARB-BWCKFSHOULD17K	1	\$45.00	\$45.00
16	Klick Fast Epaulette BWC Mount	ARB-BWCKFEPAULETTE	1	\$18.00	\$18.00

Tax (.0000%): \$0.00
Shipping: \$0.00

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CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)	
Date	Jun 10, 2021 05:05 PM CDT
Modified Date	Jun 10, 2021 05:18 PM CDT
Doc #	490932 - rev 1 of 1
Description	BWC4000 Accessories & Implementation
SalesRep	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Flannery, Michael mflannery@orlandpark.org

Customer
 Village of Orland Park (21547)
 Flannery, Michael
 15100 Ravinia Ave
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Bill To
 Village of Orland Park
 Accounts, Payable
 14700 Ravinia Ave.
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

Ship To
 Village of Orland Park
 Orland Park PD, Attn:
 Administration
 15100 Ravinia Ave.
 Orland Park, IL 60462
 United States
 (P) 708-349-4111

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
BWC4000 Camera Docks & Chargers					
1	Panasonic iPRO - BWC4000 8 Bay Dock w/AC Adapter CF-AA5713AM-A	ARB-BWC4-8DOCK-P	11	\$1,530.00	\$16,830.00
2	Panasonic iPRO - BWC4000 Camera Charger Wall Mount Bracket - 8 Bay Includes attachment plate and mounting hardware	ARB-BWC8BAYWALL	11	\$190.00	\$2,090.00
3	Desktop Dock Includes BWC1Dock with AC Power, Ethernet cable	ARB-BWC4-1DOCK-DESK	5	\$287.00	\$1,435.00
BWC4000 Spare Quick Release Batteries & Chargers					
4	Panasonic iPRO - BWC4000 Quick Release Battery	ARB-BWC4-BATTERY	16	\$185.00	\$2,960.00
5	Panasonic iPRO - BWC4000 8 Bay Charger w/AC Adapter CF-AA5713AM-A	ARB-BWC4-8CHARGE-P	2	\$690.00	\$1,380.00
6	Panasonic i-PRO - 8-bay battery charger wall mount bracket	ARB-BWC4-8CHGWALL	2	\$185.00	\$370.00
Implementation Services					
7	CDS Office Technologies - IT Services Certified Software Installation and Configuration, Body Worn Camera Configuration, Wireless Network Configuration and Testing, Administrator Training	ZBLOCKCNET	1	\$4,500.00	\$4,500.00
8	Panasonic Arbitrator Consulting/Implementation Services - Single Day CloUDE Implementation & Admin Training	ARB-SOFCONSULT	2	\$2,295.00	\$4,590.00
9	CDS Office Technologies - Training Services Up to two Sessions of End-User Training by Certified Arbitrator Specialist	ARB-TR	1	\$500.00	\$500.00

Subtotal: \$34,655.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00

Total: \$34,655.00

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Quotation (Open)

Date
 Jun 10, 2021 05:11 PM CDT

Modified Date
 Jun 10, 2021 05:16 PM CDT

Doc #
 490933 - rev 1 of 1

Description
 44 x ARB-KIT-HDVC35

SalesRep
 Gottlieb, Mark
 (P) 630-625-4519
 (F) 630-305-9876

Customer Contact
 Flannery, Michael
 mflannery@orlandpark.org

Customer
 Village of Orland Park (21547)
 Flannery, Michael
 15100 Ravinia Ave
 Orland Park, IL 60462-2533
 United States
 (P) 708-349-4111

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 (P) 708-349-4111

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
Arbitrator HD Kit - Panoramic Front Camera					
1	Arbitrator MK3 HD - with VC35 Panoramic Front Camera Includes recorder w/ 256GB SSD and GPS, panoramic front camera with integrated G-Force sensor, wiring distribution center, battery backup module, wireless 1 module	ARB-KIT-HDVC35	44	\$4,293.00	\$188,892.00
2	Panasonic - 2yr Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Arbitrator	CF-SVCARB2EX2Y	44	\$445.00	\$19,580.00
3	Panorama Shark Fin Antenna for ICV4000 - 4 x WLAN, 1 x BT, 1 x GPS - Black, Threaded bolt mount	ARB-SH-IN2568-BL	44	\$340.00	\$14,960.00
Accessories					
4	Panasonic - Back Seat Camera for Arbitrator HD 720P Rear Seat IR Camera with network cable	ARB-WV-VC31-C	44	\$370.00	\$16,280.00
5	Lind Electronics - Siren Detection Cable For Panasonic Arbitrator	CBLMS-F00200	44	\$37.00	\$1,628.00
6	256GB Rugged SSD for VPU4000 with pull tab - AES Encryption Secondary SSD for background recording	ARB-VPU4-256SSD	44	\$135.00	\$5,940.00
7	BWC4000 Single Docking Charger Station w/ 12VDC TO 16VDC Adapter	ARB-BWC4-1DOCK-16V	44	\$250.00	\$11,000.00
8	Arbitrator No POE Ethernet Cable	ARB-CABLE-NOPOE-G	44	\$9.00	\$396.00
9	i-PRO CloUDE Unlimited Cloud Storage, Licensing & Support Includes licensing, unlimited storage for front & rear cameras, compute, redaction, and sharing - 5 years	ARB-SOFUDEICVF/RC-L5	44	\$7,650.00	\$336,600.00
Implementation Services					
10	CDS Office Technologies - IT Services Certified Software Configuration, In Vehicle Software Installation and Configuration, Wireless Network Configuration and Testing, Administrator Training	ZBLOCKCNET	1	\$4,500.00	\$4,500.00

#	Description	Part #	Qty	Unit Price	Total
11	Panasonic Arbitrator Consulting/Implementation Services - Single Day Software Configuration, In Vehicle Software Installation and Configuration, Wireless Network Configuration and Testing, Administrator Training	ARB- SOFCONSULT	2	\$2,295.00	\$4,590.00
				Subtotal:	\$604,366.00
				Tax (.0000%):	\$0.00
				Shipping:	\$0.00
				Total:	\$604,366.00

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Quotation (Open)

Date
 Jun 11, 2021 04:43 PM CDT

Modified Date
 Jun 11, 2021 04:43 PM CDT

Doc #
 490948 - rev 1 of 1

Description
 CAD Integration

SalesRep
 Gottlieb, Mark
 (P) 630-625-4519
 (F) 630-305-9876

Customer Contact
 Flannery, Michael
 mflannery@orlandpark.org

Customer
 Village of Orland Park (21547)
 Flannery, Michael
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 (P) 708-349-4111

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
CAD Integration Module					
1	Panasonic - Software Consulting CAD Integration Services Custom CAD Integration Development Services - requires cooperation with CAD vendor for database access	ARB- SOFCONSULT	10	\$2,295.00	\$22,950.00
				Subtotal:	\$22,950.00
				Tax (.0000%):	\$0.00
				Shipping:	\$0.00
				Total:	\$22,950.00

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Orland Park Police Body Worn Cameras



Body Worn Cameras (BWC)

- ▶ BWC have numerous benefits which include increasing transparency, improving citizen behavior along with decreasing use of force complaints.
- ▶ BWC would also provide additional evidence for arrests and court prosecution.
- ▶ BWC can improve officers behavior when interacting with citizens.
- ▶ BWC could also be used for training purposes to determine deficiency that a supervisor or officer may not be aware of.
- ▶ BWC mandated by House Bill 3653

House Bill 3653

- ▶ Mandates that municipalities and counties with populations between 50,000 and 100,000 implement body worn cameras by January 1, 2024.

Trailer Bill

HB 3443

- ▶ Removes the provision that said an officer cannot view his or own video before writing a report, except under certain circumstances that would be rare and are specifically defined.
Under these certain circumstances, Officers can write supplemental reports after viewing body worn camera recordings.
- ▶ Removes the provision that makes it a felony to violate department policy on body cameras.
- ▶ Improves the language (in our favor) about what would be a felony for violation of state law regard to use of body cameras. Must be intentional, willing, and a clear attempt to obstruct justice. Eliminates a felony offense for inadvertent mistakes or problems with cameras.

Body Worn Camera (BWC) Vendor Demonstrations

During the first quarter of 2021 Officers conducted a field demonstration of three Body Worn Camera Vendors:



Panasonic



Axon (Pros)

- ▶ Device has a large activation button
 - ▶ *Making it extremely easy to activate during high stress critical incidents.*
- ▶ Audible and physical reminders to officers that the camera is recording
 - ▶ *The camera beeps and vibrates while it is recording.*
- ▶ Easy to download the videos from the camera to the server.
- ▶ You are able to prioritize what videos are uploaded first.
- ▶ The camera is able to be charged in the vehicle via usb.
- ▶ Numerous mounting capabilities



Axon (Pros)

- ▶ Cloud Storage Offsite
- ▶ Evidence.com is easy to operate
 - ▶ Used by Cook County States Attorneys Office to obtain evidence from OPPD
- ▶ You are able to activate a live stream from a specific camera.
- ▶ Axon has proprietary technology which automatically activates the camera when a taser or duty weapon is pulled from the holster.
- ▶ Axon sends out technicians to remove the old cameras and install the new ones.

Axon (Cons)

- ▶ Camera needs to be charged every shift
- ▶ Playback of video can only be done when the camera is connected to Police Department's network.

Panasonic (Pros)

- ▶ Video/Audio quality better than Motorola, but not as good as Axon
- ▶ Secure mounting system



Panasonic (Cons)

- ▶ Power switch located on the rear of the unit.
- ▶ No audio and very small visual signal advising the user that the camera is activated.
- ▶ No audio and very small visual signal advising the user that the camera is on.
- ▶ Battery life dropped below 10% during the shift.
- ▶ Small activation button and difficult to activate during a stressful and non stressful event.

Motorola WatchGuard (Pros)

- ▶ Record after the fact technology allows the agency to go back in time and capture video from 48hrs prior.



Motorola WatchGuard (Cons)

- ▶ Poor mounting system
- ▶ Low video quality
- ▶ Small activation button and difficult to use
- ▶ Evidencelibrary.com difficult to navigate
- ▶ Backend client for uploading and reviewing was not user friendly—difficult to navigate
- ▶ Need to install Hotspots at the PD as videos would only download at the station. This is currently done via cellular and immediately downloaded
- ▶ Unable to place evidentiary pictures in their system. We would need to still maintain the Panasonic program we currently utilize

Cost

Pricing includes
116 Body Worn Cameras—(2020 civil unrest)
44 In-Car Cameras
Unlimited Storage
5 year agreement
Hardware, licensing and warranty

Cost

- ▶ **Axon 5 years total was \$1,281,783.00 or \$256,356 per year**
 - ▶ **Negotiated down to \$974,999.99 or \$189,025.91 Year One and \$196,493.52 Years 2-5**
 - This includes Taser Batteries and proprietary Taser and holster activation technology
 - Replacement of new body cameras after 3 years
 - No additional costs for installation.
- ▶ **Motorola WatchGuard 5 year total = \$745,260.00 or \$149,052.00 per year**
 - Replacement of new body cameras after 3 years
 - Additional one time installation cost of \$18,480.00 (44 cars @ \$420.00)
 - Total Program Cost is \$763,740.00 (\$745,260.00 + \$18,480.00)**
- ▶ **Panasonic 5 year total = \$1,215,059.00 or \$243,011.80 per year**
 - Replacement of new body cameras after 3 years
 - Additional one time installation cost of \$18,480.00 (44 cars @ \$420.00)
 - Total Program Cost is \$1,233,539.00 (\$1,215,059.00 + \$18,480.00)**

Funding

- ▶ Illinois Law Enforcement Training and Standards Board Camera Grant
- ▶ Bureau of Justice Assistance-- Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies Grant
- ▶ Additional Grants
- ▶ Orland Park has received \$21,255.00 in donations from 17 donors for the Police Body-Worn Camera project

Recommendation and Conclusion

- ▶ It was an unanimous decision amongst all the officers involved in the testing of the Body Worn Cameras that the Axon product was the leader and best suited the needs of the Orland Park Police Department.
- ▶ One of the leading issues with the BWC's is the triggering/activation of the video.
- ▶ The in-car activation triggers are similar across all three systems.
- ▶ At this time Axon is the only vendor with a proven holster activation for the firearm and Taser which is currently carried in the field by the officers.
- ▶ The need to activate the camera upon removal of the duty weapon is paramount to the success of our BWC program.

REQUEST FOR ACTION REPORT

File Number: **2021-0262**
 Orig. Department: **Public Works Department**
 File Name: **Silver Lake West Water Main Replacement Phase 1 and 82nd Avenue Lining - Bid**

BACKGROUND:

Silver Lake West subdivision was developed in phases starting in the late 1970's through the mid 1980's. The water mains were installed using cast iron pipes. Current industry standard is ductile iron pipe with a polyvinyl wrap. Over the 40+ years of service, the water mains have corroded on the exterior of the pipe and have caused numerous breaks. Public Works Staff is systematically replacing and/or lining these older cast iron pipes throughout the Village. The Silver Lake West subdivision area homes are also prime candidates for remodeling, building additions and upgrades which will require larger water service sizes. This area is best suited for water main replacement instead of lining, allowing the opportunity to increase pipe diameter to improve flow characteristics and upgrade water services.

The water main running from 143rd Street to Doorstep Lane along 82nd Avenue has had several water main breaks in recent history. Public Works Staff recommends lining this water main due to main deterioration. The water main has no service connections and is adequate size for lining. In this application, lining is the most cost effective method for reconditioning the pipe with minimal restoration.

Public Works published the Silver Lake West Water Main Replacement Phase 1 and 82nd Avenue lining request on BidNet Direct on June 23, 2021, and the ITB closed on July 7, 2021. There were eleven (11) vendors that were sent courtesy email notifications, 29 vendors viewed the documents, and 21 downloaded documents. Five (5) bids were received and Austin Tyler of Elwood, Illinois was selected as the lowest bidder at \$2,492,289.60. Joel Construction of Deerfield, Illinois was the second lowest bidder at \$2,832,772.00 and Trine Construction Company, of Joliet, Illinois was the third lowest bidder at \$2,779,541.90.

Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois was approved by the Village Board on March 1, 2021, for engineering and construction oversite. The Village and Public Works Staff have worked with Christopher B. Burke Engineering on similar projects over the past 20 years with great success.

Due to timing of construction, this item will be reviewed by the Committee of the Whole and the Village Board of Trustees on the same night.

BUDGET IMPACT:

Funds for this project are available in the FY 2021 Capital Budget Utility Water Fund Budget account 031-6002-470500.

REQUESTED ACTION:

.....

I move to recommend to the Village Board of Trustees to accept the bid from Austin Tyler of Elwood, Illinois not to exceed \$2,616,904.08 (\$2,492,289.60 plus \$124,614.48 contingency).



Unit Price Sheet

ITB 21-038

Silver Lake West Water Main Replacement

Proposer agrees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the Silverlake Stage 1 in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

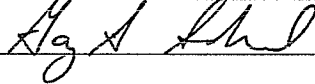
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	60	UNIT	\$ 30.00	\$ 1,800.00
2	TREE ROOT PRUNING	100	EACH	\$ 0.01	\$ 1.00
3	TRENCH BACKFILL, SPECIAL	8000	CU YD	\$ 0.01	\$ 80.00
4	TOPSOIL FURNISH AND PLACE, 6"	4500	SQ YD	\$ 5.00	\$ 22,500.00
5	SODDING	4500	SQ YD	\$ 12.50	\$ 56,250.00
6	SUPPLEMENTAL WATERING	10	UNIT	\$ 1.00	\$ 10.00
7	INLET FILTERS	60	EACH	\$ 0.01	\$ 0.60
8	AGGREGATE FOR TEMPORARY ACCES	200	TON	\$ 0.01	\$ 2.00
9	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	500	SQ YD	\$ 71.00	\$ 35,500.00
10	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	11000	SQ FT	\$ 6.50	\$ 71,500.00
11	DRIVEWAY PAVEMENT REMOVAL	630	SQ YD	\$ 18.00	\$ 11,340.00
12	COMBINATION CURB AND GUTTER REMOVAL	2250	FOOT	\$ 8.50	\$ 19,125.00
13	SIDEWALK REMOVAL	11000	SQ FT	\$ 2.00	\$ 22,000.00
14	CLASS D PATCHES, TYPE IV, 2 INCH	7500	SQ YD	\$ 21.00	\$ 157,500.00
15	STORM SEWER REMOVAL 12"	880	FOOT	\$ 14.00	\$ 12,320.00
16	STORM SEWER REMOVAL 18"	40	FOOT	\$ 16.00	\$ 640.00
17	STORM SEWER REMOVAL 24"	470	FOOT	\$ 21.50	\$ 10,105.00
18	WATER MAIN 6"	240	FOOT	\$ 90.00	\$ 21,600.00
19	WATER MAIN 8"	5110	FOOT	\$ 98.00	\$ 500,780.00
20	WATER MAIN 12"	2260	FOOT	\$ 118.00	\$ 266,680.00
21	WATER VALVES 8"	15	EACH	\$ 1,800.00	\$ 27,000.00
	WATER VALVES 12"	7	EACH	\$ 2,800.00	\$ 19,600.00
22	FIRE HYDRANTS TO BE REMOVED	22	EACH	\$ 450.00	\$ 9,900.00
23	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	22	EACH	\$ 5,200.00	\$ 114,400.00
24	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME, OPEN LID	13	EACH	\$ 2,500.00	\$ 32,500.00
25	CATCH BASINS, TYPE C, 2'-DIAMETER, TYPE 11 FRAME, OPEN LID	19	EACH	\$ 1,400.00	\$ 26,600.00
26	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	3	EACH	\$ 2,500.00	\$ 7,500.00
27	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$ 3,600.00	\$ 7,200.00
28	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	15	EACH	\$ 2,200.00	\$ 33,000.00
29	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	7	EACH	\$ 3,600.00	\$ 25,200.00
30	REMOVING MANHOLES	5	EACH	\$ 500.00	\$ 2,500.00
31	REMOVING CATCH BASINS	32	EACH	\$ 500.00	\$ 16,000.00
32	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	2250	FOOT	\$ 33.00	\$ 74,250.00
33	NON-SPECIAL WASTE DISPOSAL	50	CU YD	\$ 0.01	\$ 0.50
34	MOBILIZATION	1	L.SUM	\$ 50,000.00	\$ 50,000.00
35	ADJUSTING SANITARY SEWER SERVICE LINE	750	FOOT	\$ 50.00	\$ 37,500.00
36	AS-BUILT DRAWINGS	1	L.SUM	\$ 3,000.00	\$ 3,000.00
37	CONNECTION TO EX DRAINAGE STRUCTURE BY CORE DRILL	3	EACH	\$ 2,000.00	\$ 6,000.00
38	CONSTRUCTION LAYOUT	1	EACH	\$ 20,000.00	\$ 20,000.00
39	CURED IN PLACE WATER MAIN LINING	590	FOOT	\$ 220.00	\$ 129,800.00
40	DETECTABLE WARNINGS	330	SF	\$ 16.00	\$ 5,280.00
41	DUCTILE IRON WATERMAIN 12" IN CASING	190	FOOT	\$ 210.00	\$ 39,900.00
42	ITEMS ORDERED BY ENGINEER	1	L.SUM	\$ 25,000.00	\$ 25,000.00
43	MECHANICALLY PLUG AND BLOCK WATER MAIN	13	EACH	\$ 500.00	\$ 6,500.00
44	SANITARY SEWERS (WATER MAIN REQUIREMENTS) 8"	115	FOOT	\$ 70.00	\$ 8,050.00
45	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	9	EACH	\$ 4,800.00	\$ 43,200.00

46	STORM SEWERS (WATER MAIN REQUIREMENTS) 12"	880	FOOT	\$ 65.00	\$ 57,200.00
47	STORM SEWERS (WATER MAIN REQUIREMENTS) 18"	40	FOOT	\$ 110.00	\$ 4,400.00
48	STORM SEWERS (WATER MAIN REQUIREMENTS) 24"	470	FOOT	\$ 160.00	\$ 75,200.00
49	WATER MAIN FITTINGS	7500	LBS	\$ 0.01	\$ 75.00
50	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 1"	79	EACH	\$ 2,350.00	\$ 185,650.00
51	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1"	70	EACH	\$ 1,925.00	\$ 134,750.00
52	TREE TRIMMING	50	EACH	\$ 0.01	\$ 0.50
53	EXPLORATION TRENCH (SPECIAL)	100	CU YD	\$ 30.00	\$ 3,000.00
54	VALVE VAULTS TO BE REMOVED	17	EACH	\$ 500.00	\$ 8,500.00
55	TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	L.SUM	\$ 26,600.00	\$ 26,600.00
56	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	200	SQ YD	\$ 74.00	\$ 14,800.00
57	DUST CONTROL WATERING	50	UNIT	\$ 50.00	\$ 2,500.00
*GRAND TOTAL BID PRICE					\$ 2,492,289.60

*Please enter Total Cost on Bidder Summary Sheet

Proposer: Gary S. Schumal

Firm Name: Austin Tyler Construction, Inc

Signed: 

Title: President

Dated: 7-Jul-21

BIDDER SUMMARY SHEET
21-038
Silver Lake West Water Main Replacement

Business Name: Austin Tyler Construction, Inc

Street Address: 23343 S Ridge Road

Elwood, IL 60421

City, State, Zip: _____

Contact Name: Gary S. Schumal

Title: President

Phone: (815) 726-1090 Fax: (815) 726-1171

E-Mail address: GSCHUMAL@AUSTIN-TYLER.CO

Price Proposal

Complete the unit price sheet

GRAND TOTAL BID PRICE \$ 2,492,289.60

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Gary S. Schumal

Signature of Authorized Signee: *Gary S. Schumal*

Title: President Date: July 7, 2021

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned _____ Gary S. Schumal _____
(Enter Name of Person Making Certification)

as _____ President _____
(Enter Title of Person Making Certification)

and on behalf of _____ Austin Tyler Construction, Inc _____
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes No []

Federal Employer I.D. #: _____ 38 - 39 00 388 _____
(or Social Security # if a sole proprietor or individual)

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

- ___ Sole Proprietor
- ___ Independent Contractor (Individual)
- ___ Partnership
- ___ LLC

Corporation ILLINOIS 3/2013
(State of Incorporation) (Date of Incorporation)

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes No []

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY COMPLIANT:** Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a

minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **PREVAILING WAGE COMPLIANCE:** Yes No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

7) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes No []

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: UNION SPONSORED

Brief Description of Program: LABORERS LOCAL 75 - IL 017 - 0602

OPERATORS LOCAL 150 - IL 008280173

CEMENT FINISHER LOCAL 11 - IL 004890005

8) TAX COMPLIANT: Yes No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:


Signature of Authorized Officer

Gary S. Schumal
Name of Authorized Officer

President
Title

July 7, 2021
Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Austin Tyler Construction, Inc
(Enter Name of Business Organization)

1. ORGANIZATION CITY OF LOCKPORT
ADDRESS 17112 Prime Blvd Lockport, IL
PHONE NUMBER (815) 838-0549
CONTACT PERSON Don Hansen
YEAR OF PROJECT 2020 AND 2021 Different Project
2. ORGANIZATION CITY of JOLIET % Baxter Woodman
ADDRESS 150 W. JEFFERSON ST. JOLIET, IL
PHONE NUMBER (708) 478-2090 RAN KOENIG (BAXTER WOODMAN)
CONTACT PERSON RAN KOENIG
YEAR OF PROJECT 2019, 2020 + 2021 Different Project
3. ORGANIZATION Village of New Lenox
ADDRESS 1 Jefferson Pkwy New Lenox, IL
PHONE NUMBER (815) 462-6400
CONTACT PERSON Will Nash
YEAR OF PROJECT 2020

**BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

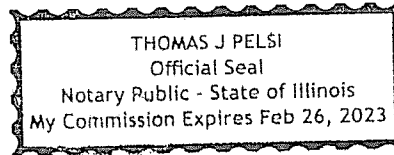
Austin Tyler Construction, Inc

(Name of Bidder), having submitted a bid on a contract for **Silverlake Stage 1**, to the VILLAGE, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: *Ag A Schul*
Authorized Agent of BIDDER

Subscribed and sworn to before me this 7TH day of July, 2021.

Thomas J Pelsi
Notary Public



The VILLAGE reserves the right to reject any or all bids, to waive technicalities in bidding.

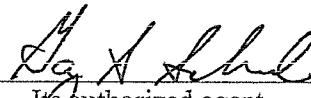
**BIDDER'S CERTIFICATION OF PRIOR PUBLIC
WORKS PROJECTS**

Gary S. Schumal

, being duly sworn and under oath states as follows:

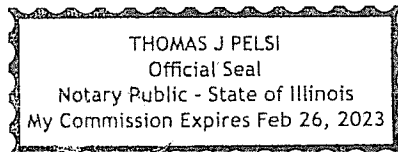
1. I am the duly authorized agent of Austin Tyler Construction, Inc. (Bidder) and am authorized to execute this certification on behalf of the Bidder.
2. In the five (5) year period immediately preceding the date of this certificate, the Bidder served as a general CONTRACTOR or subcontractor for the State of Illinois ("state") or any county, township, municipality or other political subdivision of the State as listed on Exhibit "A".
3. For the ten (10) year period immediately preceding the date of this certificate, listed on Exhibit "B" are all projects or work where the Bidder was removed as a general CONTRACTOR or Subcontractor or was subject to the payment of damages, or was involved in any litigation as a party, or had a claim made against any bond posted by the Bidder.
4. The Bidder agrees that any misrepresentation in this certification shall be deemed to be a material breach of the Contract.

Affiant sayeth further naught.

By: 
Its authorized agent

Subscribed and Sworn to before
me this 7th day of July, 2021.





* Will County Award
Project of The Year

EXHIBIT "A"

DATE	PROJECT	UNIT OF GOVERNMENT	CONTACT PERSON	PHONE NUMBER
* 7/2020	BRIGGS-WASHINGTON TO I80 RECONSTRUCT	Will County D.O.T.	STEVE PEARSON	(815) 727-8476
4/2020	2ND - 5TH & 14TH - 18TH WATERMAIN & ROADWAY	City of Lockport	DAN HANSEN	(815) 838-0549
7/2020	Forest & Wood WATERMAIN	Village of New Lenox	WILL NASH	(815) 462-6400
5/2020	Raynor Phase 2B WATER MAIN	City of Joliet	RAY KOENIG (BAXTER WOODMAN)	(708) 478-2029
10/2020	KISHWAUKEE HARVESTURE TANK SEWER	KISHWAUKEE WATER RECLAMATION	MIKE HOLLAND	(815) 758-3513
12/2019	Downers Grove 2019 W.M. Impr. CONTRACT C	Village of Downers Grove	NATE HAWK	(630) 434-5460
11/2019	Joliet Belmont INTERCEPT	City of Joliet	BRIAN FOOTS (RTN Group)	(630) 682-4700
4/2021	OSWEGO SOUTH MADISON W.M.	Village of Oswego	SUSAN QUASNEY	(630) 551-2161
4/2021	Joliet Twp OAKWOOD Cemetery	Joliet Township	DANIEL VERA TOWNSHIP SUPERVISOR	(815) 726-4781
4/2021	Green Garden PAULINS ROAD	Green Garden Township Highway	JIM HILLIARD	(815) 469-5018
7/2020	FRANCIS & PARKER RECONSTRUCT	Will County D.O.T.	STEVE PEARSON	(815) 727-8476

Initial: A.A.

Date: 7/7/2021



Unit Price Sheet

ITB 21-038

Silver Lake West Water Main Replacement

Proposer agrees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the Silverlake Stage 1 in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:


ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	60	UNIT	\$ 30.00	\$ 1,800.00
2	TREE ROOT PRUNING	100	EACH	\$ 0.01	\$ 1.00
3	TRENCH BACKFILL, SPECIAL	8000	CU YD	\$ 0.01	\$ 80.00
4	TOPSOIL FURNISH AND PLACE, 6"	4500	SQ YD	\$ 5.00	\$ 22,500.00
5	SODDING	4500	SQ YD	\$ 12.50	\$ 56,250.00
6	SUPPLEMENTAL WATERING	10	UNIT	\$ 1.00	\$ 10.00
7	INLET FILTERS	60	EACH	\$ 0.01	\$ 0.60
8	AGGREGATE FOR TEMPORARY ACCES	200	TON	\$ 0.01	\$ 2.00
9	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	500	SQ YD	\$ 71.00	\$ 35,500.00
10	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	11000	SQ FT	\$ 6.50	\$ 71,500.00
11	DRIVEWAY PAVEMENT REMOVAL	630	SQ YD	\$ 18.00	\$ 11,340.00
12	COMBINATION CURB AND GUTTER REMOVAL	2250	FOOT	\$ 8.50	\$ 19,125.00
13	SIDEWALK REMOVAL	11000	SQ FT	\$ 2.00	\$ 22,000.00
14	CLASS D PATCHES, TYPE IV, 2 INCH	7500	SQ YD	\$ 21.00	\$ 157,500.00
15	STORM SEWER REMOVAL 12"	880	FOOT	\$ 14.00	\$ 12,320.00
16	STORM SEWER REMOVAL 18"	40	FOOT	\$ 16.00	\$ 640.00
17	STORM SEWER REMOVAL 24"	470	FOOT	\$ 21.50	\$ 10,105.00
18	WATER MAIN 6"	240	FOOT	\$ 90.00	\$ 21,600.00
19	WATER MAIN 8"	5110	FOOT	\$ 98.00	\$ 500,780.00
20	WATER MAIN 12"	2260	FOOT	\$ 118.00	\$ 266,680.00
21	WATER VALVES 8"	15	EACH	\$ 1,800.00	\$ 27,000.00
	WATER VALVES 12"	7	EACH	\$ 2,800.00	\$ 19,600.00
22	FIRE HYDRANTS TO BE REMOVED	22	EACH	\$ 450.00	\$ 9,900.00
23	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	22	EACH	\$ 5,200.00	\$ 114,400.00
24	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME, OPEN LID	13	EACH	\$ 2,500.00	\$ 32,500.00
25	CATCH BASINS, TYPE C, 2'-DIAMETER, TYPE 11 FRAME, OPEN LID	19	EACH	\$ 1,400.00	\$ 26,600.00
26	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	3	EACH	\$ 2,500.00	\$ 7,500.00
27	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$ 3,600.00	\$ 7,200.00
28	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	15	EACH	\$ 2,200.00	\$ 33,000.00
29	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	7	EACH	\$ 3,600.00	\$ 25,200.00
30	REMOVING MANHOLES	5	EACH	\$ 500.00	\$ 2,500.00
31	REMOVING CATCH BASINS	32	EACH	\$ 500.00	\$ 16,000.00
32	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	2250	FOOT	\$ 33.00	\$ 74,250.00
33	NON-SPECIAL WASTE DISPOSAL	50	CU YD	\$ 0.01	\$ 0.50
34	MOBILIZATION	1	L.SUM	\$ 50,000.00	\$ 50,000.00
35	ADJUSTING SANITARY SEWER SERVICE LINE	750	FOOT	\$ 50.00	\$ 37,500.00
36	AS-BUILT DRAWINGS	1	L.SUM	\$ 3,000.00	\$ 3,000.00
37	CONNECTION TO EX DRAINAGE STRUCTURE BY CORE DRILL	3	EACH	\$ 2,000.00	\$ 6,000.00
38	CONSTRUCTION LAYOUT	1	EACH	\$ 20,000.00	\$ 20,000.00
39	CURED IN PLACE WATER MAIN LINING	590	FOOT	\$ 220.00	\$ 129,800.00
40	DETECTABLE WARNINGS	330	SF	\$ 16.00	\$ 5,280.00
41	DUCTILE IRON WATERMAIN 12" IN CASING	190	FOOT	\$ 210.00	\$ 39,900.00
42	ITEMS ORDERED BY ENGINEER	1	L.SUM	\$ 25,000.00	\$ 25,000.00
43	MECHANICALLY PLUG AND BLOCK WATER MAIN	13	EACH	\$ 500.00	\$ 6,500.00
44	SANITARY SEWERS (WATER MAIN REQUIREMENTS) 8"	115	FOOT	\$ 70.00	\$ 8,050.00
45	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	9	EACH	\$ 4,800.00	\$ 43,200.00

46	STORM SEWERS (WATER MAIN REQUIREMENTS) 12"	880	FOOT	\$ 65.00	\$ 57,200.00
47	STORM SEWERS (WATER MAIN REQUIREMENTS) 18"	40	FOOT	\$ 110.00	\$ 4,400.00
48	STORM SEWERS (WATER MAIN REQUIREMENTS) 24"	470	FOOT	\$ 160.00	\$ 75,200.00
49	WATER MAIN FITTINGS	7500	LBS	\$ 0.01	\$ 75.00
50	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 1"	79	EACH	\$ 2,350.00	\$ 185,650.00
51	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1"	70	EACH	\$ 1,925.00	\$ 134,750.00
52	TREE TRIMMING	50	EACH	\$ 0.01	\$ 0.50
53	EXPLORATION TRENCH (SPECIAL)	100	CU YD	\$ 30.00	\$ 3,000.00
54	VALVE VAULTS TO BE REMOVED	17	EACH	\$ 500.00	\$ 8,500.00
55	TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	L.SUM	\$ 26,600.00	\$ 26,600.00
56	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	200	SQ YD	\$ 74.00	\$ 14,800.00
57	DUST CONTROL WATERING	50	UNIT	\$ 50.00	\$ 2,500.00
*GRAND TOTAL BID PRICE					\$ 2,492,289.60

*Please enter Total Cost on Bidder Summary Sheet

Proposer: Gary S. Schumal

Firm Name: Austin Tyler Construction, Inc

Signed: 

Title: President

Dated: 7-Jul-21

Copy #1
Bond

BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:

(Name, legal status and address)
Austin Tyler Construction, Inc.
23343 S. Ridge Rd.,
Elwood, IL 60421

SURETY:

(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:

(Name, legal status and address)
Village of Orland Park
14700 Ravinia Ave.,
Orland Park, IL 60462

BOND AMOUNT: Ten Percent of Bid Amount (10%)

PROJECT:


(Name, location or address, and Project number, if any)
Silverlake Stage 1 Water Main Improvements - REBID

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2021.



(Witness)

Austin Tyler Construction, Inc.

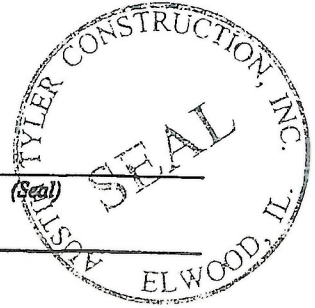
(Principal)




(Title)

Gary S. Schumal, President

Hudson Insurance Company





(Witness)

(Surety)

(Seal)



(Title)

Attorney-In-Fact

Elizabeth Marro



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Lynn M. Blaylock, Christopher L. Spangler,
Elizabeth Marro and Christine Cannella
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.
(Corporate seal)

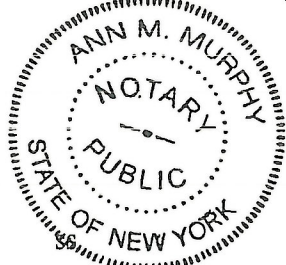
Attest.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 30th day of June, 20 21.
(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Austin Tyler Construction FOR Silver Lake Water Main Replacement and 82nd Avenue Lining**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 14th day of June, 2021, by and between Village of Orland Park (hereinafter referred to as “VILLAGE”) and Austin Tyler Construction (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Silver Lake Water Main Replacement and 82nd Avenue Lining (hereinafter referred to as “Project” , the “Work”, or the “Services”).

WITNESSETH:

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

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:
 - The Contractor’s Proposal/Bid No. _____, and dated _____ 20__; and/or
 - Village of Orland Park ITB/RFP/Purchase Order No. ITB 21-038.which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.
2. **Payment:**
 - A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:
 - the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
 - the amount(s) based upon the Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
 - a not-to-exceed amount of \$ _____ (“Contract Price”)
 - B. **Invoices:** The Contractor agrees to and shall prepare and submit:
 - an invoice to the Village upon completion of and approval by the Village of the Work; or
 - invoices for progress payments to the Village as hereinafter set forth for Services completed to date.
Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
 - C. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the “Act”) to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
 - D. **Withholding Payment:** Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors

or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.
4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 Scope of Services as set forth in the Contractor's proposal dated July 7th, 2021 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
 Schedule of Fees (Exhibit B)
In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than July 6th, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than December 10th 2021 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe

that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
 - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or

rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.

12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

13. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 13, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

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

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

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor’s insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor’s insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form”, then the Contractor shall be required to name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.
 - (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
 - (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”: \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iv) Workers’ Compensation insurance as required by the Workers’ Compensation Act of the State of Illinois with coverage of statutory limits and Employers’ Liability Insurance with limits of \$500,000 per accident:
 - (a) The insurer shall agree to waive all rights of subrogation against the “Village of Orland Park, its officers, officials, employees, agents and volunteers” for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers’ compensation coverage applies under Contractor’s coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor’s employee).
 - (v) Builder’s Risk Property Coverage with “Village of Orland Park” named as the loss payee: insurance shall be provided against “all risk” of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
 - (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
 - (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or

liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.

- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 15 shall survive any termination of the Contract.
16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:
- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
19. Equal Employment Opportunity: The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor's are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

23. Prevailing Wage Act Notice [Check box that applies]:

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

25. Standard Specifications:

A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where

this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
 - C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
26. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
27. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
28. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
29. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
30. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
31. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
32. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time

due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 15 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.

33. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Ken Dado
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6350
Facsimile: 708-403-8798
e-mail: kdado@orlandpark.org

To the Contractor:

Name: Gary S. Schumal, President
Company: Austin Tyler Construction, Inc.
Address: 23343 S. Ridge Road
City, State, Zip: Elwood, Il 60421
Telephone: 815-726-1090
Facsimile: 815-726-1171
e-mail: gschumal@austin-tyler.com

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

34. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under

the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties

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

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

CONTRACTOR: Austin Tyler Construction, Inc.

VILLAGE OF ORLAND PARK

By: _____
Name: _____
Its _____ and Authorized Agent

By: _____
Name: _____, Title: _____

ATTEST:

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Contractor’s Proposal dated July 7th, 2021
or Village RFP, ITB, and/or Purchase Order No. ITB 21-038 dated July 7th, 2021

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

DATE: July 19, 2021

REQUEST FOR ACTION REPORT

File Number: **2021-0541**
Orig. Department: **Public Works Department**
File Name: **Road Improvement Program Update**

BACKGROUND:

Presentation

Joel Van Essen, Public Works Director, will make a presentation to the Village Board on the status of the 2021 Road Improvement Program that is ongoing in numerous neighborhoods.

BUDGET IMPACT:

None

REQUESTED ACTION:

Discussion Only

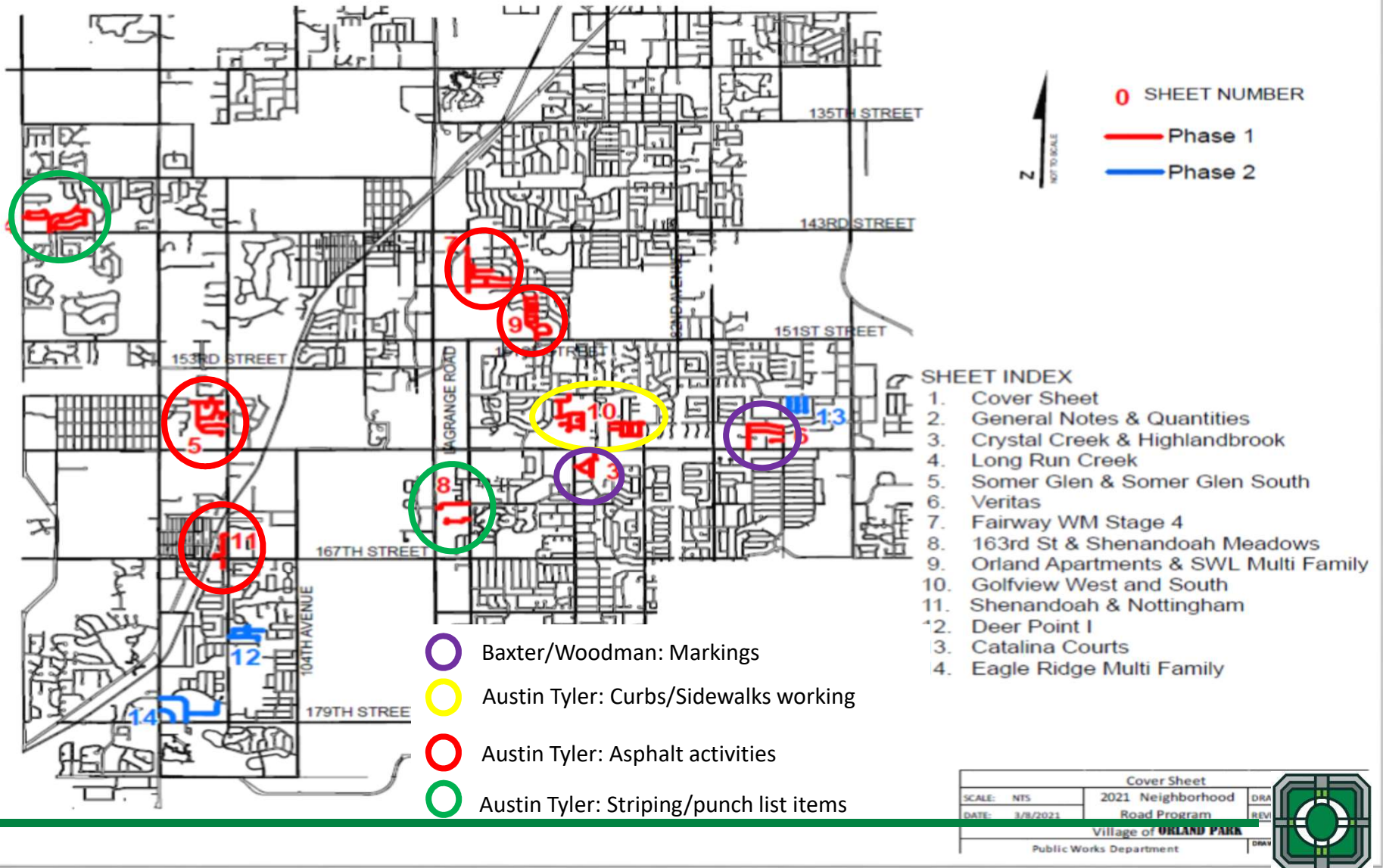


**ORLAND
PARK**

2021 Neighborhood Road Improvement Update

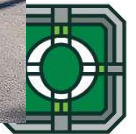
7/19/2021

2021 Neighborhood Road Improvement Update



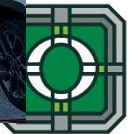
Long Run Creek Subdivision, 163rd St, Shenandoah Meadows

- Complete: Trees trimmed, curbs repaired, driveways & sidewalk repaired, ADA ramps installed, asphalt installed
- Area 4 & 8: Striping remaining/punch list items



Somer Glen, Shenandoah, Nottingham

- Complete: Trees trimmed, curbs repaired, driveways & sidewalk repaired, ADA ramps installed
- Area 5: Somer Glen: Surface course, striping remaining
- Area 11: Shenandoah/Nottingham: Mill asphalt, surface/binder courses, striping remaining



Fairway, Orland Apartments

- Complete: Trees trimmed, curbs repaired, driveways & sidewalks recently finished
- Area 7: Fairway: Mill/Prep, Underdrains, binder/surface, striping remain
- Area 9: Orland Apartments: Mill/Prep, binder/surface, landscaping, striping remain



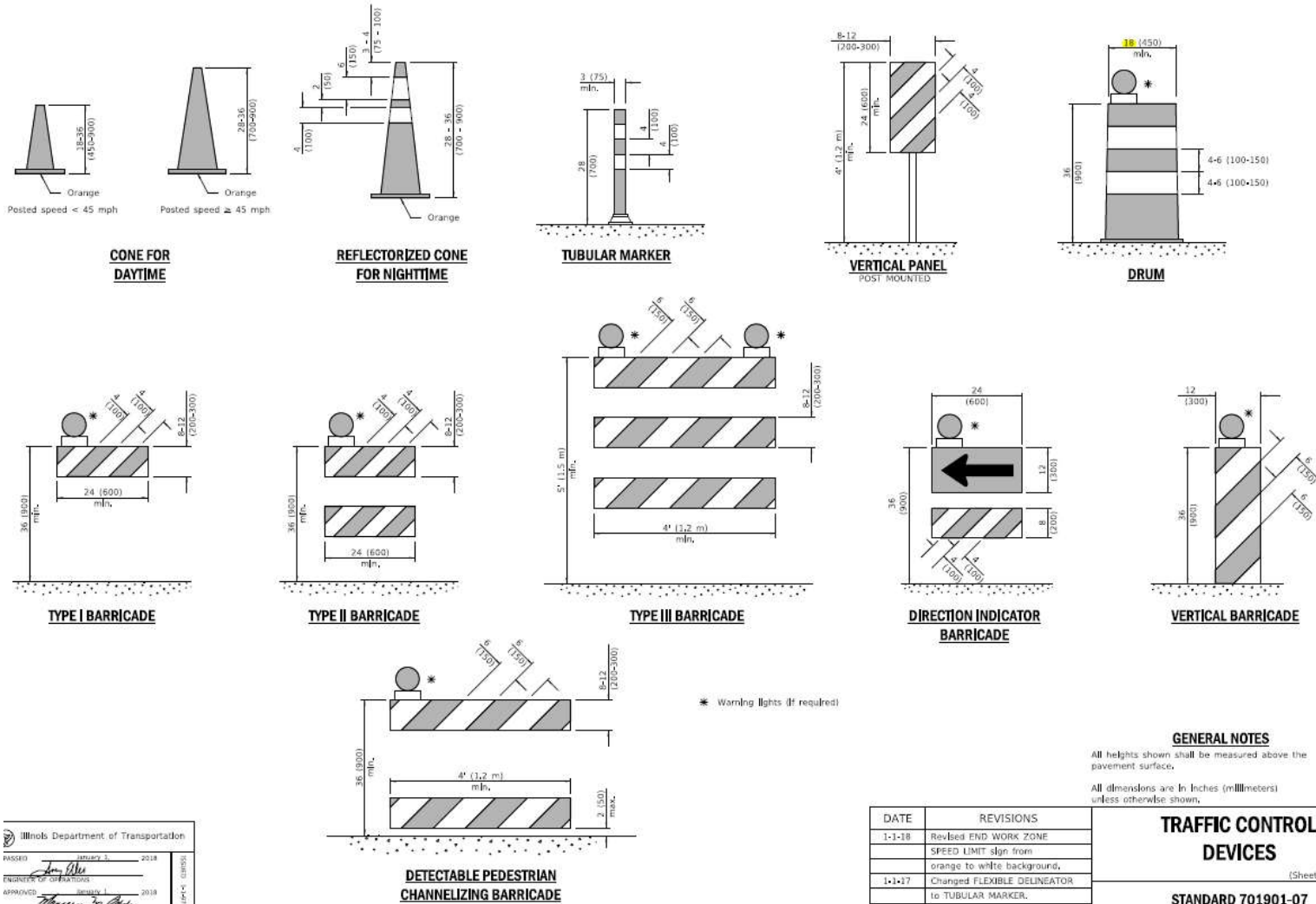
Golfview West and South

- Complete: Trees trimmed, curbs repaired
- Area 10: Golfview west/south: Driveways & sidewalks being placed, mill/prep, underdrains, binder/surface, landscaping, striping



Safety Measures required in Contract

EXHIBIT C- CONSTRUCTION DETAILS



GENERAL NOTES
 All heights shown shall be measured above the pavement surface.
 All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.
1-1-17	Changed FLEXIBLE DELINEATOR to TUBULAR MARKER.

TRAFFIC CONTROL DEVICES
 (Sheet 1 of 3)
STANDARD 701901-07

Illinois Department of Transportation

PASSED: JANUARY 3, 2018
 ENGINEER OF OPERATIONS: *Jim Blum*

APPROVED: JANUARY 1, 2018
 ENGINEER OF DESIGN AND ENVIRONMENT: *Thomas A. Beck*



Safety Concerned Raised in Golfview West

Before: Type II Barriers missing



After: Type II Barriers installed at sidewalk



Before: Drums installed along curbs



DATE: July 19, 2021

REQUEST FOR ACTION REPORT

File Number:	2021-0540
Orig. Department:	Public Works Department
File Name:	Playground Renovation Project Update

BACKGROUND:

Presentation

Joel Van Essen, Public Works Director, will make a presentation to the Village Board on the status of the 2021 Playground Renovation Project. Included in the presentation will be the background on the park renovation need and selection.

BUDGET IMPACT:

None

REQUESTED ACTION:

Discussion Only



**ORLAND
PARK**

Playground Renovation Project Update

7/19/2021

Background

- **Village Inventory:** 56 playgrounds across 65 park and facility sites
- **Benchmark Comparison:** 2020 NRPA Agency Performance Review, which highlights characteristics of America's local public park agencies
 - A community with a population range between 50,000 to 99,999:
 - one (1) playground for every 3,859 residents.
 - With Village's population of roughly 60,000, substantially better:
 - one (1) playground for every 1,090 residents.
 - Typical life span of public playground: 10-15 years
 - Village's average age: 19 years
- **Safety Standards:** Village playgrounds are maintained to the highest possible safety standards and a Certified Playground Safety Inspector (CPSI) from the Public Works Department inspects and reports on each playground on a monthly basis. Hazards and other issues are addressed immediately.



History

2019: Village Park Assessment was completed.

2020: 7 playgrounds were selected for renovation based on assessment and geographical location.

Scope: Improvements to playgrounds, site amenities and ADA accessibility. Based on the budget available, renovations were targeted at one half of the playgrounds at Bill Young, Cameno Real, Discovery, Pulte, Spring Creek, Estates Wedgewood Estates and Village Square Parks. As playgrounds are typically separated into two (2) areas based on age ranges, this approach was taken primarily to allow for a portion of the playgrounds to remain open during construction for at least one of the designated age groups.

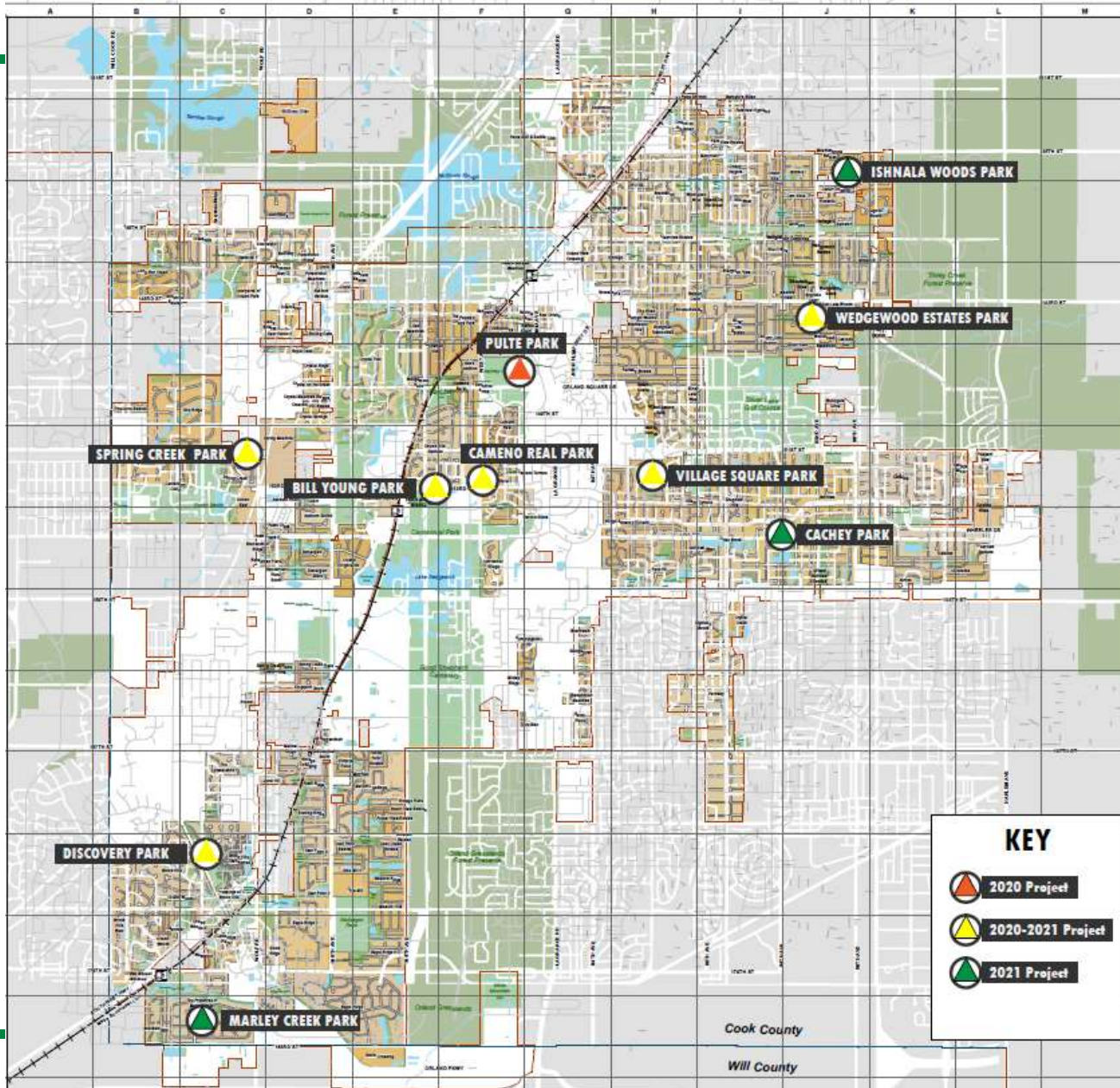
2021: 9 playgrounds were selected for renovation based on assessment, geographical location and previous year work in 2020.

Scope: Renovation of the second half of the playgrounds at Bill Young, Cameno Real, Discovery, Spring Creek Estates, Wedgewood Estates and Village Square Parks. Additionally, the complete renovation of the playgrounds at Cachey, Ishnala Woods and Marley Creek Parks.





PROPOSED 2021 PLAYGROUND IMPROVEMENT LOCATIONS



KEY

- 2020 Project
- 2020-2021 Project
- 2021 Project



Public Notification to Residents

- **Letters:** Sent to the 1,411 residents who live within 500' of the parks where improvements were proposed. Letters included general information about the proposed improvements, a link to the website where more detailed information was available and an invitation to the 5/4/2021 Recreation Advisory Board (RAB) meeting.
- **Signs:** Placed at each park to notify residents of upcoming park improvements and to direct them to the Village's Park Improvement webpage.
- **Web page:** Village's Park Improvement webpage.

RAB meeting on 5/4/2021: Public Works Staff presented all proposed playground, pavilion and stormwater improvement projects to the public and RAB member. Feedback regarding each improvement was requested from everyone in attendance. Two (2) options were provided for each proposed playground renovation. Ultimately, after hearing from residents, the RAB voted on each of the proposed playground options and a final decision was made for each park.

Committee of Whole/Board Meeting on 5/17/2021: The recommendations of the RAB were presented, residents were asked to provide any comments, and the Board voted to approve the RAB recommendations.



Scope

The full scope of work includes new playground equipment, new engineered wood fiber (mulch), improved edge restraints, new site amenities and ADA improvements.

Image Examples Presented

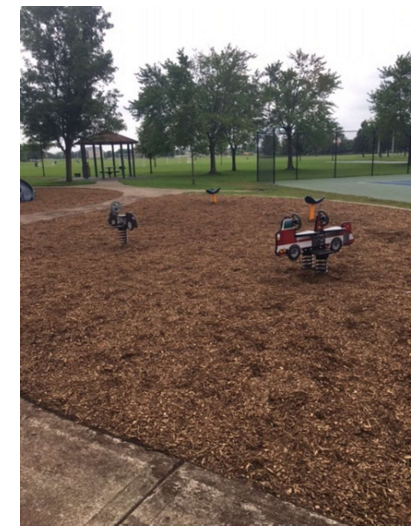


Project Update – Estimate Completion Dates

- Cachey Park Playground Complete
- Bill Young Playground Complete
- Spring Creek Estates Under Construction – 7/15 Estimated Completion
- Wedgewood Estates Under Construction – 7/16 Estimated Completion
- Cameno Real Projected Date: 7/13 – 7/23
- Village Square Projected Date: 7/19 – 7/23
- Marley Creek Projected Date: 7/19 – 7/30
- Discovery Projected Date: 7/28 – 8/5
- Ishnala Woods Projected Date: 8/16 – 8/27



Project Update – Cachey Park



Project Update – Bill Young, Cameno Real, Spring Creek and Wedgewood Estates Parks (as of 7/14/21)



Bill Young Park



Cameno Real Park



Wedgewood Estates Park



Bill Young Park



Spring Creek Estates Park



Wedgewood Estates Park



DATE: July 19, 2021

REQUEST FOR ACTION REPORT

File Number: **2021-0543**
Orig. Department: **Public Works Department**
File Name: **151st Street - Ravinia to West Avenue Roadway Improvements Project Update**

BACKGROUND:

Khurshid Hoda, Director of Engineering Programs and Services, will provide an update to the Village Board on the status of the 2021 151st Street - Ravinia to West Avenue Roadway Improvements Project.

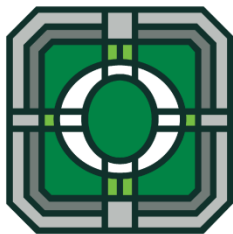
Included in the presentation will be background on the needs of the street renovation, the selection process, and the construction timeline indicating items that have been completed and the construction work remaining. The projected completion of the renovation is September 1, 2021.

BUDGET IMPACT:

None

REQUESTED ACTION:

Discussion Only



ORLAND PARK

**151st Street from West Avenue to
Ravinia Avenue**

July 19, 2021 Update

Project Limits



Scope of Work

- Reconstructed and widened 151st St. with asphalt pavement and curb and gutter.
 - New Roundabout at 151st St. and West Ave.
 - One lane in each direction with center two-way left turn lane
 - Left turn lanes at El Cameno Real Dr.
 - New right turn lane at south leg of Ravinia Ave
-



Scope of Work

- Watermain and water service replacements
- New closed storm sewer system to replace existing ditches
- Permanent traffic signals at 151st St. and Ravinia Ave.
- Street lighting improvements
- Sidewalk, driveway and landscaping improvements



Project Funding

- Two general funding sources being utilized for this project.
 - \$2,680,000 (maximum) in Federal STP Funds have been secured for the road construction costs.
 - Village Funding accounts for the remaining portion of the road construction costs and 100% of the water main related costs.
- PT Ferro Construction was awarded the contract valued at \$4.65M.
- The final construction cost is estimated at \$5.23M. This includes change orders and Comcast delay related costs.
- The Village's final share for construction is estimated to total \$2.55M.
- The Village is responsible for 100% of construction engineering costs. Total construction engineering costs = \$486k (\$394k per original agreement + \$92k related to Comcast delay).

-
- Total estimated village cost for project construction and construction engineering = \$2.04M



Comcast Project Delay

- Original project schedule included all road reconstruction work and substantial completion in November 2020.
- Project was delayed starting in July 2020 due to Comcast's delay in aerial relocation work at 151st St. and Ravinia Ave.
- Comcast was notified of the 151st St. project schedule in February 2020, did not attend the IDOT preconstruction meeting hosted on 3/23/20, and did not attend the on-site utility coordination meeting hosted on 5/4/20.
- Comcast was unresponsive with the relocation work until August 2020 and finished delay related work in September 2020.
- Substantial project completion was delayed until August 2021 due to Comcast.
- Delay associated costs incurred are estimated to be \$272k (\$70k for 2020 construction related costs + \$110k for 2021 construction related costs + \$92k for additional construction engineering).



Construction Work ~~Completed~~

- Watermain and services along 151st St. and West Ave.
- Storm sewer along 151st St. and West Ave.
- New curb and gutter and asphalt binder course for 151st St., West Ave. and Ravinia Ave.
- Completion of work that required traffic detours.
- Partial completion of the new Roundabout at 151st St. and West Ave.
- Sod placement for 70% of 151st St. between West Ave. and Ravinia Ave.
- Sidewalk and driveway aprons along 90% of 151st St., West Ave., and Ravinia Ave.
- Electrical work for new traffic signals at 151st St. and Ravinia Ave.
- 90% of the street lighting improvements along West Ave. and for the Roundabout.
- Roadway reconstruction for the northeast quadrant of the 151st St. and Ravinia Ave. intersection.

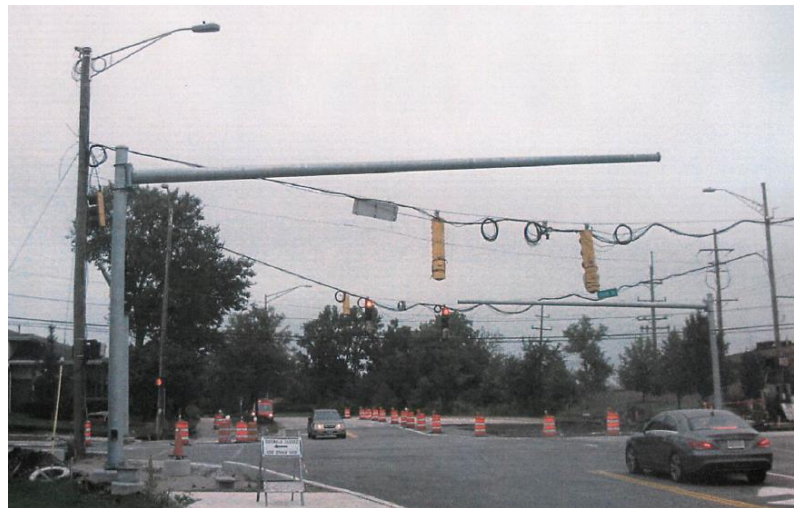


Construction Photos

On 7/13, two-way traffic was available throughout the project and the detours were removed.



Construction Photos



Work In Progress and Remaining

- Completion of the new Roundabout with decorative colored stamped concrete.
- Reconstruction at the Northeast corner of 151st St. and Ravinia Ave.
- Finish installation and turn on traffic signals and street lighting at 151st St. and Ravinia Ave.
- Street lighting along West Ave. and for the Roundabout.
- Final asphalt surface course along 151st St., West Ave. and Ravinia Ave.
- Completion of remaining sidewalk and final lift of asphalt for driveways.
- Permanent pavement markings and signage.
- Trees, plantings, and remaining Sod along 151st St., West Ave., and Ravinia Ave.



Work In Progress and Remaining

Contractor's Week by Week Schedule Produced on 7/13/21

151st Remaining Work	7/12	7/19	7/26	8/2	8/9	8/16	8/23
	7/17	7/24	7/31	8/7	8/14	8/21	8/28
NEX 151st & Ravinia	x	x					
151st & Ravinia Signal & Lights	x	x	x				
151st & Ravinia Sidewalk				x			
151st & West Exc. & Stone	x	x					
151st & West Concrete		x	x	x			
Final Surface Course					x		
Thermoplastic pavement markings					x		
Final Landscape (Temp. Dependent)						x	x
Trees & Plantings Next Spring							

- Northeast corner of 151st St. and Ravinia Ave. completion scheduled for week of 7/19.
- Traffic signals and street lighting at the 151st St. and Ravinia Ave. completion scheduled for 7/31.
- Roundabout islands and medians completion scheduled for 8/7.
- Final lift of Asphalt and permanent pavement markings completion scheduled for 8/14.
- Remaining sod completion scheduled for late August / early September.
- Final Trees and shrubs planted in Spring of 2022 based on seasonal planting restrictions.



Questions?



REQUEST FOR ACTION REPORT

File Number: **2021-0542**
Orig. Department: **Finance Department**
File Name: **Debt Service Program - Update on Current Debt Issues and Plans of Finance**

BACKGROUND:

As part of the 2021 Budget discussions, in addition to other debt restrictions, the following debt restructuring was reviewed.

The Village has a number of bond issues outstanding. Two bonds are ripe for savings.

Bob Lewis from the Village Financial Advisory Firm PMA Securities, LLC will be on hand to provide an overview of these issues.

2012B Cash Defeasance (also called Bond Call)

The Village issued several bonds relating to the Main Street Triangle TIF district. Two of those bond issues (Series 2012B and 2013A) included large balloon payments that are due in December of 2021 and 2022.

Prior Schedule of Balloon Payments:

Due December 1, 2021
2012B: \$7,825,000
2013A: \$7,825,000
Total: \$15,650,000

Due December 1, 2022:
2012B: \$8,025,000
2013A: \$8,025,000*
Total: \$16,050,000

*Earlier in 2021, the Village issued refunding bonds and defeased (paid in full) the 2022 maturity of \$8,025,000 of the 2013A Bonds by issuing 2021B bonds. The 2021B bonds will be paid from current TIF increment and ground lease rental income through 2034.

In 2017, the Village received a sizeable payment from the developer of the Ninety7Fifty project, which was used to pay off lines of credit (which were used to fund portions of the project). Each year since 2018, the Village has been contributing \$1.2 million in Home Rule Sales Tax revenue to the debt service funds. From 2018 through 2021, the Village has contributed a total of \$4,800,000. There is currently \$24,015,974.15 in funds on hand from the developer payment (sometimes referred to as liquidation proceeds) and Home Rule Sales Taxes.

Current Schedule of Balloon Payments:

Due December 1, 2021
2012B: \$7,825,000
2013A: \$7,825,000
Total: \$15,650,000

Due December 1, 2022:
2012B: \$8,025,000
Total: \$8,025,000

Financial summary of 2012B and 2013A Debt Service Funds
Current cash balance in Debt Service Funds: \$24,506,439.89
Total Principal and Interest Payments if paid per current schedule: \$24,015,974.15
Currently \$490,465.14 surplus.

Because there is currently sufficient funds on hand, the decision point is whether the Village should sit on existing funds and generate interest or make the remaining principal payment early and save the interest the Village would have paid on that principal payment. If the Village were to wait to pay the final maturity, it would need to pay an additional \$180,562 in interest cost. The Village's cost to make this payment early total \$10,000; in the current investment environment, it is unlikely that the funds on hand would earn sufficient interest income to make up the difference.

2021C, Current Refunding of 2013C Bonds

The Village's 2013C Bonds are callable as of December 1, 2021. These bonds may be available to refinance (refund) for savings. Preliminary analysis indicates that we may be able to save \$227,693, or 3.585% after the costs of issuance. Current coupon for remaining maturities range from 2.0% to 2.5%.

The previous bonds required principal and interest payments of \$1,257,628 due on December 1, 2021. Under this refunding, we will still be required to make this payment, but the allocation of those funds will slightly change due to the refunding of 2022-2026 bonds.

This ordinance allows the Village to move forward with refunding these bonds by issuing 2021C bonds at a lower rate than our outstanding bonds. The Parameters ordinance outlines the criteria that will be used to determine if there are sufficient savings.

BUDGET IMPACT:

REQUESTED ACTION:

Discussion only. Three necessary bond ordinances will be considered on the Village Board agenda for approval.

Remaining principal and interest payments relating to Main Street Triangle TIF District

Repayment Source	Liquidation Proceeds - Existing Money								
	2013A			2012B			Total of 2013A and 2012B		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
6/1/2021		\$ 82,163	\$ 82,163		\$ 168,531	\$ 168,531	\$ -	\$ 250,694	\$ 250,694
12/1/2021	7,825,000	82,163	7,907,163	7,825,000	168,531	7,993,531	15,650,000	250,694	15,900,694
6/1/2022			-		90,281	90,281	-	90,281	90,281
12/1/2022			-	8,025,000	90,281	8,115,281	8,025,000	90,281	8,115,281
Total	\$ 7,825,000	\$ 164,325	\$ 7,989,325	\$ 15,850,000	\$ 517,625	\$ 16,367,625	\$ 23,675,000	\$ 681,950	\$ 24,356,950

Repayment Source	TIF Increment and Ground Lease						Liquidation Proceeds, TIF Increment and Ground Lease		
	2013C			2021B			Grand Total		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
6/1/2021		\$ 82,628	\$ 82,628			\$ -	\$ -	\$ 333,322	\$ 333,322
12/1/2021	1,175,000	82,628	1,257,628		76,378	76,378	16,825,000	409,700	17,234,700
6/1/2022		70,878	70,878		52,474	52,474	-	213,633	213,633
12/1/2022	1,205,000	70,878	1,275,878	265,000	52,474	317,474	9,495,000	213,633	9,708,633
6/1/2023		58,828	58,828		52,143	52,143	-	110,971	110,971
12/1/2023	1,235,000	58,828	1,293,828	260,000	52,143	312,143	1,495,000	110,971	1,605,971
6/1/2024		46,478	46,478		51,688	51,688	-	98,166	98,166
12/1/2024	1,265,000	46,478	1,311,478	255,000	51,688	306,688	1,520,000	98,166	1,618,166
6/1/2025		32,247	32,247		51,114	51,114	-	83,361	83,361
12/1/2025	1,305,000	32,247	1,337,247	245,000	51,114	296,114	1,550,000	83,361	1,633,361
6/1/2026		16,750	16,750		50,318	50,318	-	67,068	67,068
12/1/2026	1,340,000	16,750	1,356,750	245,000	50,318	295,318	1,585,000	67,068	1,652,068
6/1/2027		-	-		49,338	49,338	-	49,338	49,338
12/1/2027		-	-	1,620,000	49,338	1,669,338	1,620,000	49,338	1,669,338
6/1/2028		-	-		41,238	41,238	-	41,238	41,238
12/1/2028		-	-	1,635,000	41,238	1,676,238	1,635,000	41,238	1,676,238
6/1/2029		-	-		31,428	31,428	-	31,428	31,428
12/1/2029		-	-	705,000	31,428	736,428	705,000	31,428	736,428
6/1/2030		-	-		26,669	26,669	-	26,669	26,669
12/1/2030		-	-	715,000	26,669	741,669	715,000	26,669	741,669
6/1/2031		-	-		21,306	21,306	-	21,306	21,306
12/1/2031		-	-	725,000	21,306	746,306	725,000	21,306	746,306
6/1/2032		-	-		15,325	15,325	-	15,325	15,325
12/1/2032		-	-	715,000	15,325	730,325	715,000	15,325	730,325
6/1/2033		-	-		8,890	8,890	-	8,890	8,890
12/1/2033		-	-	710,000	8,890	718,890	710,000	8,890	718,890
6/1/2034		-	-		2,145	2,145	-	2,145	2,145
12/1/2034		-	-	220,000	2,145	222,145	220,000	2,145	222,145
Total	\$ 7,525,000	\$ 615,619	\$ 8,140,619	\$ 8,315,000	\$ 984,523	\$ 9,299,523	\$ 39,515,000	\$ 2,282,092	\$ 41,797,092



PMATM
SECURITIES

Village of Orland Park

Village Debt Overview and Refunding/Redemption Opportunity

Robert Lewis

Senior Vice President, Managing Director
PMA Securities, LLC

Andrew Kim

Director, Public Finance
PMA Securities, LLC

July 19, 2021



Revenue sources available to pay bonds

TIF Bonds

- ▶ 2012B and 2013A
 - ▶ Paid using 9750 liquidation proceeds
 - ▶ Shortfall of about \$8 million in 2022
- ▶ 2013C and 2021B Bonds uses TIF increment of \$1.1M
- ▶ \$770,000 annual ground lease payment also available

Enterprise System Debt

- ▶ Net revenues of the system

General Debt

- ▶ \$1.2M HRST
- ▶ \$1.6M Property taxes
- ▶ \$1.1M General Fund
- ▶ Total of \$3.9M available to pay debt ongoing



Current and future borrowing paid from Debt Service Fund (exclusive of TIF related debt)

- ▶ Term loans, 2017 Bonds and portion of the 2021A Bonds
- ▶ \$3.9M will be near term target for annual debt payments for general projects
- ▶ As current bonds are paid down, the Village will be able to layer in additional debt, keeping annual payments relatively flat
- ▶ Will allow for an additional \$25M to \$35M in proceeds to fund the Village's five-year capital plan



Refunding Candidate

- ▶ Bonds details of the Series 2013C GO Bonds
 - ▶ Currently, \$8,665,000 remain outstanding due December 1, 2020 through December 1, 2026
 - ▶ \$6,350,000 of the outstanding bonds are callable as of December 1, 2021 @ par
 - ▶ The average interest rate on the callable bonds is approximately 2.16%
 - ▶ Payable from TIF Revenues

Current Refunding of 2013C Bonds

Debt Service Comparison

Date	New Debt Service	+	Noncallable Debt Service	=	New Net Debt Service	vs.	Old Net Debt Service	=	Savings
12/31/2021	55,852.22		1,186,750.00		1,242,602.22		1,242,602.22		-
12/31/2022	1,298,800.00		-		1,298,800.00		1,346,756.26		47,956.26
12/31/2023	1,306,200.00		-		1,306,200.00		1,352,656.26		46,456.26
12/31/2024	1,311,600.00		-		1,311,600.00		1,357,956.26		46,356.26
12/31/2025	1,325,000.00		-		1,325,000.00		1,369,493.76		44,493.76
12/31/2026	1,326,000.00		-		1,326,000.00		1,373,500.00		47,500.00
Total	\$6,623,452.22		\$1,186,750.00		\$7,810,202.22		\$8,042,964.76		\$232,762.54

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	239,461.99
Net PV Cashflow Savings @ 1.035% (AIC)	239,461.99
Transfers from Prior Issue Debt Service Fund	(15,025.91)
Contingency or Rounding Amount	3,203.23
Net Present Value Benefit	\$227,639.31
Net PV Benefit / \$6,350,000 Refunded Principal	3.585%

- ▶ Based on current market rates as of July 9, 2021. Savings net of estimated costs of issuance.



Redemption of 2012B Bonds

- ▶ The Village has the cash on hand to make this bullet payment
- ▶ The interest rate on this maturity is 2.25% which is significantly higher than investment earnings on the funds set aside to pay the bullet
- ▶ The final bullet on 2012B Bonds is callable December 1, 2021 (call notice sent out by November 1, 2021)



Next Steps

- ▶ Ordinances approved to refund 2013C Bonds and redeem the 2012B Bonds: July 19
- ▶ Refunding Bonds sold: August 9
- ▶ Refunding Bonds close: September 7
- ▶ Redeem 2012B Bonds December 1



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