



VILLAGE OF ORLAND PARK

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

Meeting Agenda

Committee of the Whole

Village President Keith Pekau

Village Clerk John C. Mehalek

Trustees, Kathleen M. Fenton, James V. Dodge, Jr., Daniel T. Calandriello,

William R. Healy, Cynthia Nelson Katsenes, and Michael R. Milani

Tuesday, September 8, 2020

6:00 PM

Village Hall

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES

[2020-0609](#) Approval of the August 17, 2020, Committee of the Whole Minutes

Attachments: [Draft Minutes](#)

D. ITEMS FOR SEPARATE ACTION

1. [2020-0563](#) Orland Park Prayer Center South Parking Lot - Development Agreement

Attachments: [Draft Development Agreement](#)
[Exhibit A](#)

2. [2020-0599](#) Agenda Initiative - COVID related Public Information Signs Used Village-wide

Attachments: [Image1.jpg](#)
[Image2.png](#)
[Image3.png](#)
[Image4.jpg](#)

3. [2020-0602](#) Fernway Subdivision Roadway and Ditch Improvements 2020 - Bid Award and Construction Observation Services Proposal

Attachments: [Bidder Summary Sheet](#)
[Bid Tabulation- all bidders](#)
[Bid Totals and Responsiveness Check](#)
[Fernway Subdivision Imp](#)
[Fernway Road Improvements](#)

4. [2020-0607](#) Village Hall Board Room Renovation (Discussion Only)

Attachments: [Board Room Renovation](#)

- 5. **2020-0610** Tinley Creek Stabilization - September 2020 Update
- 6. **2020-0618** Pocketed Annexation - Review of Unincorporated Property

Attachments: [Annex Properties Example](#)

- 7. **2020-0557** Foreclosed Property Registration - Property Registration
 Champions

Attachments: [Draft Ordinance](#)
[Draft Agreement](#)

E. NON-SCHEDULED CITIZENS & VISITORS

F. ADJOURNMENT

DATE: September 8,
2020

REQUEST FOR ACTION REPORT

File Number: **2020-0609**
Orig. Department: **Village Clerk**
File Name: **Approval of the August 17, 2020, Committee of the Whole Minutes**

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

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

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, August 17, 2020

6:00 PM

Village Hall

Committee of the Whole

Village President Keith Pekau

Village Clerk John C. Mehalek

*Trustees, Kathleen M. Fenton, James V. Dodge, Jr., Daniel T. Calandriello,
William R. Healy, Cynthia Nelson Katsenes, and Michael R. Milani*

CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:01 P.M.

Present: 7 - President Pekau; Trustee Fenton; Trustee Dodge; Trustee Calandriello; Trustee Healy; Trustee Nelson Katsenes and Trustee Milani

APPROVAL OF MINUTES

2020-0546 Approval of the July 20, 2020 Committee of the Whole Minutes

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of July 20, 2020.

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

Aye: 7 - President Pekau, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

Nay: 0

ITEMS FOR SEPARATE ACTION

2020-0560 Villas of Cobblestone - Development Agreement

On May 4, 2020, the Village Board of Trustees approved a Site Plan, Elevations, Landscape Plan, Subdivision, Rezoning, and Special Use Permit for a Residential Planned Development with Modifications to the Land Development Code for the Villas of Cobblestone, a residential development located on a 3.97-acre site located at 8010-8030 W. 143rd Street.

The proposed project includes the construction of eighteen (18) dwelling units within nine (9) duplex buildings. The project entails subdividing the two (2) existing lots into an eleven (11) lot subdivision, the construction of a new public street (142nd Place) to be dedicated to the Village of Orland Park, a privately owned and maintained detention pond on Outlot A, and a small private park measuring approximately 5,775 square feet in size on Outlot B. The subject property will be zoned from E-1 Estate Residential District to R-4 Residential District.

Attached to the Committee Packet is a draft Development Agreement which sets forth terms and conditions for the development of the Villas of Cobblestone proposed at 8010-8030 W. 143rd Street in Orland Park.

This is now before the Committee of the Whole for consideration prior to being sent to the Board of Trustees for final review and approval.

Trustee Dodge asked a question. (refer to audio)

Director of Development Services Ed Lelo responded to Trustee Dodge's question. (refer to audio)

Mayor Pekau made comments and asked a follow up question. (refer to audio)

Director Lelo responded to Mayor Pekau's question. (refer to audio)

Trustee Dodge had a question. (refer to audio)

Director Lelo responded to Trustee Dodge. (refer to audio)

Trustee Dodge commented and had a question. (refer to audio)

Village Manager Koczwara responded to Trustee Dodge. (refer to audio)

Director Lelo had comments. (refer to audio)

Trustee Healy asked questions. (refer to audio)

Attorney Dennis Walsh, Village Manager Koczwara and Director Lelo responded to Trustee Healy's questions. (refer to audio)

Mayor Pekau had comments. (refer to audio)

I move to recommend to the Village Board of Trustees approval of the Development Agreement for the Villas of Cobblestone located at 8010-8030 W. 143rd Street.

A motion was made by Trustee Calandriello, 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 Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

Nay: 0

2020-0569 Centennial Park, Centennial West Park West, Schussler Park and John Humphrey Complex Phase 3, Master Plan RFP (Discussion Only)

The Recreation & Parks Department will present basic objectives seeking the Committee's input on conceptual ideas for a phased approach to Centennial Park, Centennial West Park West, Schussler Park and John Humphrey Complex Phase 3 Master Planning. utilizing this feedback, staff will finalize an RFP for a master planning consultant.

Staff will identify a firm to develop conceptual plans for each park which incorporate the Committee's direction. These conceptual plans will then be

presented to the Committee for additional discussion and amended based on the Committee's direction.

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

Village Manager George Koczwara had comments. (refer to audio)

Trustee Fenton asked a question. (refer to audio)

Director Piattoni responded to Trustee Fenton's question. (refer to audio)

Operations Manager Beau Breunig had comments. (refer to audio)

Trustee Fenton and Mayor Pekau had comments and questions. (refer to audio)

Operations Manager Breunig responded to Mayor Pekau and Trustee Fenton's questions and comments. (refer to audio)

Trustee Fenton had comments. (refer to audio)

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

Director Piattoni responded to Mayor Pekau and had comments. (Refer to audio)

Trustee Fenton had additional comments. (refer to audio)

Trustee Dodge asked a question. (refer to audio)

Village Manager Koczwara responded to Trustee Dodge's question. (refer to audio)

Director Piattoni, Mayor Pekau, Village Manager Koczwara and Trustee Dodge had comments. (refer to audio)

Mayor Pekau had additional questions. (refer to audio)

Director Piattoni responded to Mayor Pekau's question. (refer to audio)

Mayor Pekau and Village Manager Koczwara had additional comments (refer to audio)

Trustee Dodge had an additional question. (refer to audio)

Village Manager Koczwara responded to Trustee Dodge's question. (refer to audio)

Trustee Calandriello had comments. (refer to audio)

No Motion (Discussion Only).

This Item was for discussion only. NO ACTION was required

ADJOURNMENT: 6:22 P.M.

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

Aye: 7 - President Pekau, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

Nay: 0

2020-0581 Audio Recording for the August 17, 2020 Committee of the Whole Meeting

NO ACTION

/LI

APPROVED:

Respectfully Submitted,

John C. Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2020-0563
Orig. Department:	Development Services Department
File Name:	Orland Park Prayer Center South Parking Lot - Development Agreement

BACKGROUND:

On December 17, 2018, the Village Board of Trustees approved a Site Plan, Landscape Plan, Subdivision, Rezoning, and Special Use Permit Amendment with Modifications to the Land Development Code for the Orland Park Prayer Center South Parking Lot Addition located at 16530-16650 S.104th Avenue and 10440 W. 167th Street.

The project includes the rezoning of a 3.4-acre parcel located to the south of the Orland Park Prayer Center's existing parking lot from ORI Mixed-Use District to the E-1 Estate Residential District and the construction of a new parking lot. The proposed parking lot will contain 147 parking spaces, will be constructed of pervious pavers, and includes underground detention. The 3.4-acre parcel will be consolidated with the existing 6-acre site, which includes a main building for a place of worship, a community center building, a detention pond, and 338 parking spaces. When combined with the proposed parking lot site and after portions of 167th Street and 104th Avenue right-of-ways are dedicated to Cook County, the total site will encompass approximately 8.8 acres. A portion of the lot located at the corner of 167th Street and 104th Avenue will remain as an open grassy area for a future building. Development within this area of the lot is not included as part of this petition and must be brought back through the development review process at a later date.

Attached is a draft Development Agreement which sets forth terms and conditions for the development of the Orland Park Prayer Center South Parking Lot proposed at 16530-16650 S. 104th Avenue and 10440 W. 167th Street in Orland Park.

This is now before the Committee of the Whole for consideration prior to being sent to the Board of Trustees for final review and approval.

BUDGET IMPACT:

REQUESTED ACTION:

I move to recommend to the Village Board of Trustees approval of the Development Agreement for the Orland Park Prayer Center South Parking Lot located at 16530-16650 S. 104th Avenue and 10440 W. 167th Street.

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue – Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

DEVELOPMENT AGREEMENT
(ORLAND PARK PRAYER CENTER SOUTH PARKING – 16530-16650 S. 104TH
AVENUE AND 10440 W. 167TH STREET)

INTRODUCTION

1. This Agreement is entered into this _____ day of _____, 2020, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and ORLAND PARK PRAYER CENTER TRUST, an Illinois not-for-profit corporation (hereinafter referred to as "Developer"), in respect of the Subject Property legally described below.

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

LEGAL DESCRIPTION:

LOT 1 IN ORLAND PARK PRAYER CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 28, 2008, AS DOCUMENT 0811916073 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

PARCEL 1:

THE SOUTH 358.00 FEET OF THE SOUTH ½ OF THE OF THE EAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 20.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 200 FEET OF THE SOUTH 233 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS ONE PARCEL: THE WEST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, ALSO THE WEST 20' OF THE SOUTH ½ OF THE EAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 26 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 27-20-403-011-0000; 27-20-403-013; 27-20-403-015; AND 27-20-403-016

COMMONLY KNOWN AS: The northwest corner of 104th Avenue and 167th Street (16530-16650 S. 104th Avenue and 10440 W. 167th Street) in ORLAND PARK, ILLINOIS.

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

3. The Subject Property is generally located at 16530 – 16650 S. 104th Avenue and 10440 W. 167th Street at the intersection of 104th Avenue and 167th Street (northwest corner) in the Village of Orland Park and consists of approximately 3.4 acres.

4. The Subject Property will be developed by the Developer for a parking lot expansion for the Developer’s adjacent mosque in the E-1 Estate Residential Zoning District after rezoning from the current ORI Mixed pursuant to the Village’s Land Development Code (the “Code”). The Development of the Subject Property consists of constructing a 147 parking space pervious paver parking lot with underground detention, just south of and adjacent to the Developer’s existing parking lot, with extensive landscaping and new sidewalks along 167th Street and 104th Avenue (the “Development”).

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

RECITALS:

1. The parties hereto desire that the Development be developed in the Village, subject to the terms and conditions as hereinafter set forth and be developed in the manner as set forth in this Agreement.

2. The Developer has petitioned the Village for development approval and a special use. Also requested are modifications to the stream and setback requirements and parking lot requirements.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including approval of amendment of existing special use ordinances, to enable development as herein provided. The Village has caused the issuance of

proper notice and the conduct of all hearings by all necessary governmental entities to effectuate the plan of development as herein set forth.

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

(a) Adoption and execution of this Agreement by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including adoption on of an ordinance rezoning the Subject Property from the ORI Mixed Use Zoning District to the E-1 Estate Residential Zoning District, a Special Use ordinance for the Development in the E-1 Estate Residential Zoning District and the granting of modifications to reduce the stream and wetland setbacks from fifty (50') feet to approximately ten (10') feet and to exceed the number of required parking spaces by more than twenty percent (20%);

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Prayer Center South Parking Lot Development pursuant to its terms and conditions will constitute an implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. Developer covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION ONE: Special Use Permit Zoning, Plan Approval and Design Standards.

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance grant the above-described Development a Special Use for the Development to construct a new 147 parking space parking lot with underground storm water detention with a new landscaping and new sidewalks along 167th Street and 104th Avenue, along with modifications as specified in 4 (b), above, and associated site plan and landscape changes.

B. The Development shall be developed substantially in accordance with the Preliminary Site Plan and Preliminary Plat of Subdivision (consolidation) appended hereto and incorporated herein as EXHIBIT A, in accordance with the plans for Orland Park Prayer Center South Parking as shown on documents listed below and subject to the following conditions:

1. "Site Plan, Proposed Parking Lot Expansion, Orland Park Prayer Center Site Plan", by Damas Consulting Group, page C-2.0, revised February 23, 2020, and received

- November 2, 2018; and
2. "Proposed Parking Lot Expansion, Orland Park Prayer Center Construction Details", by Damas Consulting Group, Sheet C-5.0, revised February 23, 2020;
 3. Photometric Analysis", by KSA KSA Lighting and Controls, Page 3 of 3, dated July 3, 2018, revised April 20, 2020; and
 4. "Final Plat of Subdivision Orland Park Prayer Center Subdivision No. 2", by Compass Surveying Ltd, date August 17, 2018, revised August 4, 2020,

The documents listed above shall be subject to the following conditions:

1. Revise the Photometric Plans to conform to Land Development Code limits including parking lot lighting intensity.
2. Include a construction detail of the ornamental fence screen and brick piers, including materials and colors on the Construction Detail Sheet C- 14.0 by Damas Consulting Group dated February 23, 2020.
3. Provide color and material details for proposed eco-stone pervious paver.
4. Submit Sign Plans for any proposed signs for review and permit.
5. All final engineering and Building Division requirements must be met.

C. The Development shall be subdivided in accordance with the Final Plat of Subdivision (consolidation) for Orland Park Prayer Center South Parking subject to the condition that the Developer submit a Record Plat of Subdivision to the Village for review, approval, and recording.

D. The Development shall be landscaped in accordance with the Preliminary Landscape Plan, in accordance with the plans for Orland Park Prayer Center South Parking as shown on the plan titled "Orland Park Prayer Center Landscape Plan" by David McCallum Associates, page L 1.0, revised February 16, 2019, with the following conditions:

1. A final Landscape Plan must be submitted to the Development Services Department in conjunction with final engineering submittals.
2. Revise the Final Landscape Plan to comply with additional tree mitigation identified in the Hey Associates October 31, 2018 comment letter. At the time of application for the initial construction (building) permit, the Developer shall pay to the Village a fee in lieu of tree mitigation of TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$12,800.00).
3. Include a construction detail of the ornamental fence screen and brick piers, including materials and colors on the Construction Detail sheet C- 14.0 by Damas Consulting Group dated February 23, 2020.

E. The Subject Property shall be rezoned from the ORI Mixed Use Zoning District to the E-1 Estate Residential Zoning District.

And

A Special Use Permit granted for a place of worship with multiple buildings, including approval of the following modifications from the Village of Orland Park Land Development Code:

1. A wetland and stream setback modification from Code Section 6-412 D.1. and Section 6-413 F.2.f. allowing as little as 10' where 50' is required.
2. A parking modification from Section 6-306 B.3. allowing parking requirements to exceed Code requirements by more than 20%.

SECTION TWO: Storm Water Retention/Detention and Storm Sewers.

Storm water runoff emanating from the Development shall be retained or detained in an underground detention system with underdrains that overflow into the adjacent creek to be constructed and installed by the Developer, and approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of issuance of the building permit and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of issuance of the building permit, as applicable, and shall be completed by the Developer at its expense. Developer is responsible for any sanitary sewer impact fees imposed by the Metropolitan Water Reclamation District of Greater Chicago. All storm water detention and retention facilities shall be perpetually owned and maintained by the Developer.

SECTION THREE: Sanitary Sewers.

Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and Developer will make adequate provision that this will not occur.

SECTION FOUR: Streets, Sidewalks, Driveways, Street Lights, and Landscaping

The Developer shall construct and install all streets, sidewalks, driveways walking paths, parking lots, ramps and street lights as shown in EXHIBIT A and described in Section One B of this Development Agreement, and in accordance with the Village Land Development Code and approved engineering.

Developer shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes and conditions set forth in Section One D of this Development Agreement.

SECTION FIVE: Easements.

Developer agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all reasonably necessary easements for the extension of sewer, water or other utilities, including cable television, or for other utility improvements that may serve the Development.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee hereunder. It shall be the responsibility of Developer to obtain all easements, both, on-site and off-site, necessary to serve the Phase III Development.

SECTION SIX: Developmental Codes and Ordinances and General Matters.

The development of the Development shall be in accordance with the building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or as are in existence during development. Planning and engineering designs and standards shall be in accordance with the then existing ordinances of the Village, or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

Any required public improvements shall be completed within one (1) year from the date hereof, and the Developer shall deliver to the Village an irrevocable letter of credit (the form of security the Developer has elected to provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Code. Said Letter of Credit is to include all costs related to required lighting, landscaping, roadway, sidewalk, parking lot sewer and water lines and storm water management facilities. The Village may, in its discretion, permit the amount of said letter of credit to be reduced, from time to time, as major required public improvements are completed. The Village may also require an increase, from time to time, if the estimated cost of completing the required public improvements increases more than 3% per annum.

SECTION SEVEN: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option but not conflicting with any Village-maintained infrastructure and, if located in a public right-of-way, subject to Village approval.

SECTION EIGHT: Impact Requirements.

Developer agrees that any and all dedications and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the dedications, and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Development.

SECTION NINE: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of ten (10) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION TEN: Notices.

All notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Keith Pekau
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For the Developer:

1. Curt Hlad
Property Manager
16101 S. 101th Avenue
Orland Park, IL 60467
2. James Olguin
Buikema Law Group
15 Salt Creek Lane, Suite 103
Hinsdale, Illinois 60521

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION ELEVEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Code.

SECTION TWELVE: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Developer, concurrently with the issuance of a building permit, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) costs incurred by the Village for engineering services in accordance with the provisions of the Code; and
- (2) all reasonable attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement.

Except as hereinafter provided, upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Developer.

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the Developer on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (1) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment affecting the Village, without the approval of the Village.
- (2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

SECTION THIRTEEN: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. The Developer is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. The Developer proposes to develop the Development in the manner contemplated under this Agreement.
3. Other than Developer and Developer's lender, if any, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Developer has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION FOURTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Developer,

Developer shall at all times during the term of this Agreement remain liable to Village for their faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer from any or all of such obligations.

SECTION FIFTEEN: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION SIXTEEN: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION SEVENTEEN: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION EIGHTEEN: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions hereunder whether covered or relevant to such heading or not.

SECTION NINETEEN: Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.

SECTION TWENTY: Authorization to Execute.

Any officers of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on its behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other

documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-ONE: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION TWENTY-TWO: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-THREE: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY-FOUR: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-FIVE: Severability.

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

SECTION TWENTY-SIX: Definitions.

1. Village. When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.
2. Party. A signatory to this Agreement

SECTION TWENTY-SEVEN: Incorporation of Recitals.

The Introduction and Recitals are hereby incorporated into this Agreement.

SECTION TWENTY-EIGHT: Mutual Assistance.

The Parties hereto shall do all things necessary and appropriate to carry out the terms, obligations, and provisions of this Agreement and the agreements provided for herein to aid and assist each other in carrying out the terms, obligations, and objectives of the Parties, including, without limitation, the holding of public hearings, the approval of site plans, plats, building permits, the enactment of further Village resolutions and ordinances, the recordation of said documents and all other acts that may be appropriate and necessary, to achieve the objectives of the Parties except as otherwise prohibited in this Agreement.

The Parties shall promptly and fully cooperate with each other in seeking from any and all appropriate governmental bodies, approvals and permits for, including but not limited to, the construction of sanitary and storm water sewer lines, water lines, private or public ingress and egress drives, bridges, retaining walls, turn lanes, acceleration and deceleration lanes, traffic signals, and all other necessary or required easements and permits, including, without limitation, promptly executing permit applications for the Illinois Environmental Protection Agency, Illinois Department of Transportation, the Army Corps of Engineers, Cook County, State of Illinois and any agency or department of the United States of America federal government.

SECTION TWENTY-NINE: Miscellaneous.

The Parties hereto agree that this Agreement and/or any Exhibits attached hereto may be amended only by mutual consent of the Parties, by adoption of an ordinance or resolution of the Village approving said amendment, as provided by law, and the execution of said amendment by all of the Parties or their successors in interest.

Except as otherwise expressly provided herein, this Agreement and the attached Exhibits A and B supersede all prior agreements, negotiations and exhibits and is a full integration of the entire agreement between the Parties.

The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity.

Time is of the essence in the performance of the obligations of the Parties to this Agreement.

The provisions of this Agreement shall supersede all present and future Village ordinances, codes and regulations and any other alleged agreements and contracts that are in conflict herewith as they may apply to the Subject Property.

SECTION THIRTY: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

DEVELOPER:

ORLAND PARK PRAYER
CENTER TRUST

Attest: _____
By: _____

STATE OF ILLINOIS)
) SS.
COUNTY COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of ORLAND PARK PRAYER CENTER TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2020.

Notary Public

Commission expires _____

SURFACE AREA TAKEOFF SUMMARY:
 SUBJECT PROPERTY AREA = 117,428 SF
 PROPOSED SITE DISTURBANCE = 98,663 SF

PROPOSED IMPROVEMENTS:

PERMEABLE PAVERS = 50,699 SF
 CONCRETE PAVEMENT = 4,321 SF
 LANDSCAPING = 43,643 SF

PROPOSED LOT COVERAGE* = 46.85%
 *PERMEABLE PAVERS INCLUDED AS IMPERVIOUS SURFACE FOR THIS CALCULATION.

PROPOSED NEW PARKING STALLS = 147 STALLS

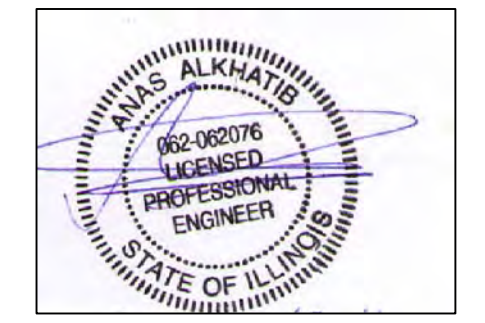
LEGEND

- CONCRETE SIDEWALK/APRON
- PERMEABLE PAVER
- CONCRETE WALKWAY

NOTE: REQUIRED ADA PARKING SPACES WILL BE ACCORDING TO THE VILLAGE OF ORLAND PARK STANDARDS AND WILL BE PLACED BY THE EXISTING BUILDING.

- LEGEND:**
- NORTH
 - SOUTH
 - EAST
 - WEST
 - DK LINE
 - EXISTING SANITARY MANHOLE
 - EXISTING CATCH BASIN
 - POWER POLE
 - EXISTING LIGHT POLE
 - SIGN POLE
 - GAS VALVE
 - GUARD POST
 - EXISTING FIRE HYDRANT
 - WATER B. BOX
 - EXISTING WATER MANHOLE
 - ELECTRIC MANHOLE
 - TRANSFORMER
 - TRAFFIC SIGNAL
 - PINE TREE
 - TREE
 - WOOD FENCE
 - CHAIN LINK FENCE
 - IRON FENCE
 - PROPERTY LINE
 - LOT LINE
 - CENTERLINE
 - EXISTING ELEVATION
 - SANITARY SEWER
 - STORM SEWER
 - WATER
 - TREE LINE
 - PROPOSED STORM SEWER
 - PROPOSED WATER
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY MANHOLE
 - PROPOSED CATCH BASIN
 - PROPOSED STORM MANHOLE
 - PVC OBSERVATION WELL (O.W.)
 - PROPOSED VALVE VAULT
 - PROPOSED LIGHT POLE
 - INLET PROTECTION

Damas Consulting Group
 5625 Middaugh Ave
 Downers Grove, IL. 60516
 Ph 630-991-3299
 FAX 630-541-2382



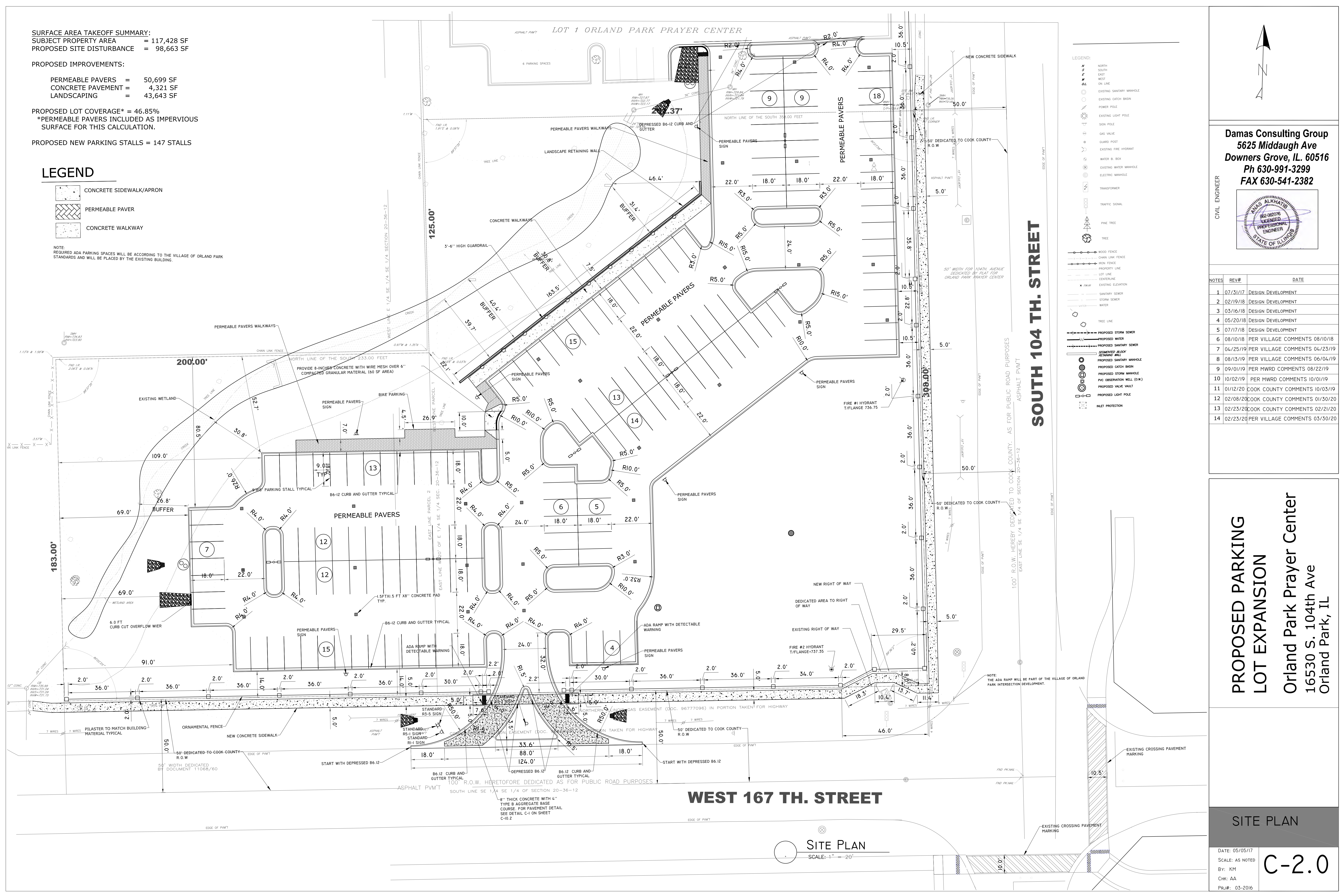
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2	02/19/18	DESIGN DEVELOPMENT
3	03/16/18	DESIGN DEVELOPMENT
4	05/20/18	DESIGN DEVELOPMENT
5	07/17/18	DESIGN DEVELOPMENT
6	08/10/18	PER VILLAGE COMMENTS 08/10/18
7	04/25/19	PER VILLAGE COMMENTS 04/23/19
8	08/13/19	PER VILLAGE COMMENTS 06/04/19
9	09/01/19	PER MWRD COMMENTS 08/22/19
10	10/02/19	PER MWRD COMMENTS 10/01/19
11	01/12/20	COOK COUNTY COMMENTS 10/03/19
12	02/08/20	COOK COUNTY COMMENTS 01/30/20
13	02/23/20	COOK COUNTY COMMENTS 02/21/20
14	02/23/20	PER VILLAGE COMMENTS 03/30/20

PROPOSED PARKING LOT EXPANSION
 Orland Park Prayer Center
 16530 S. 104th Ave
 Orland Park, IL

SITE PLAN

DATE: 05/05/17
 SCALE: AS NOTED
 BY: KM
 CHK: AA
 PRJ#: 03-2016

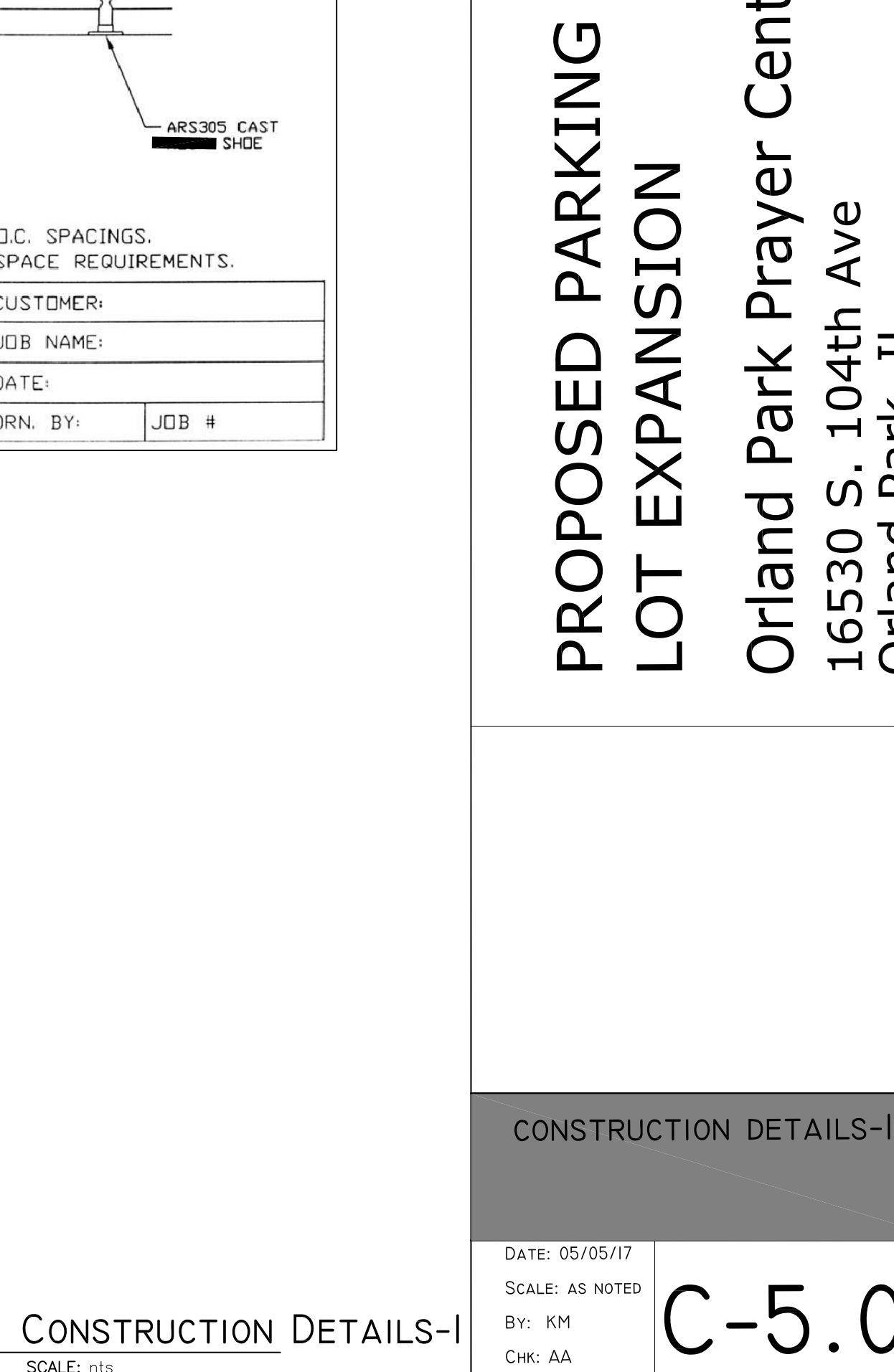
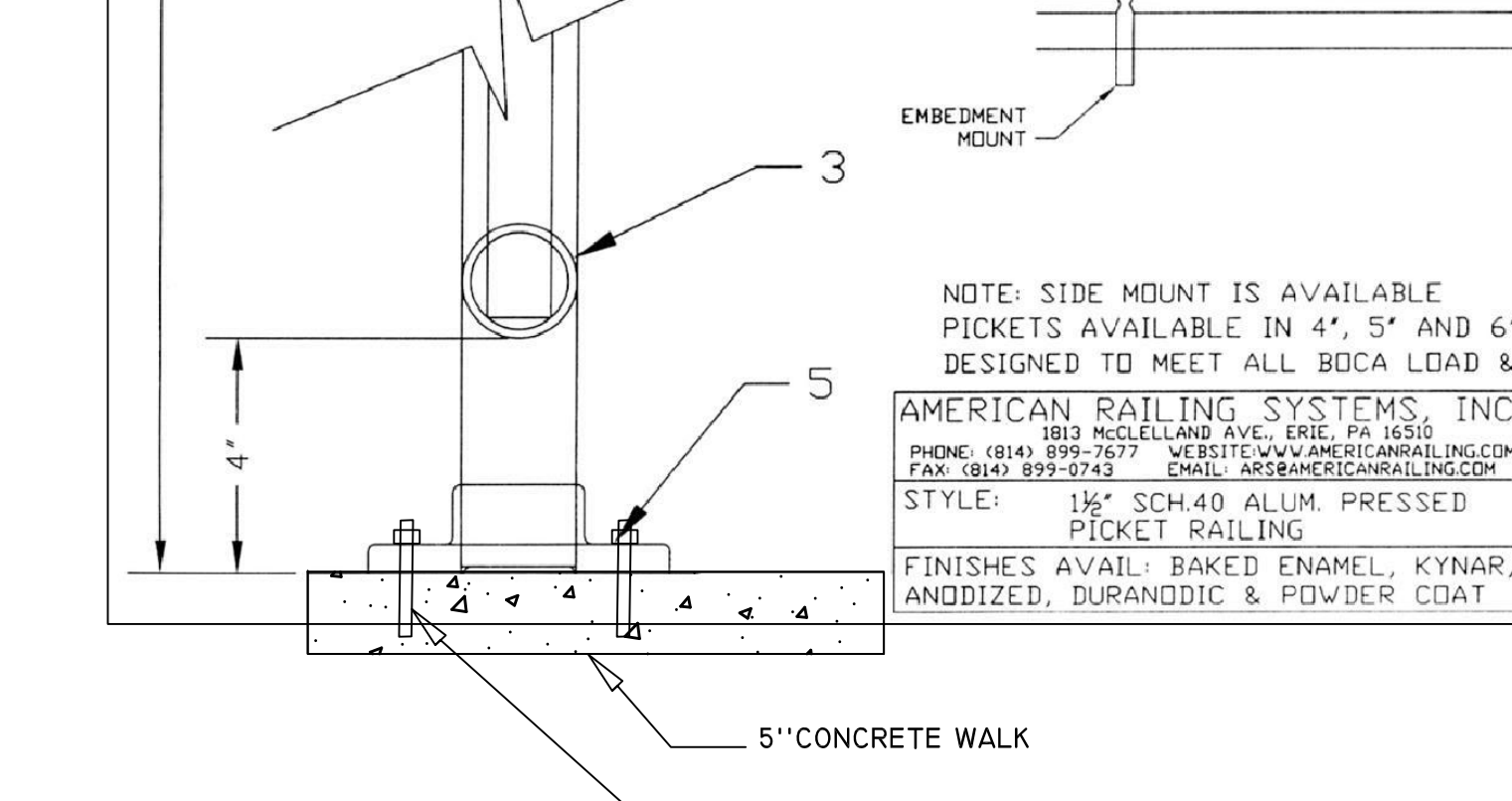
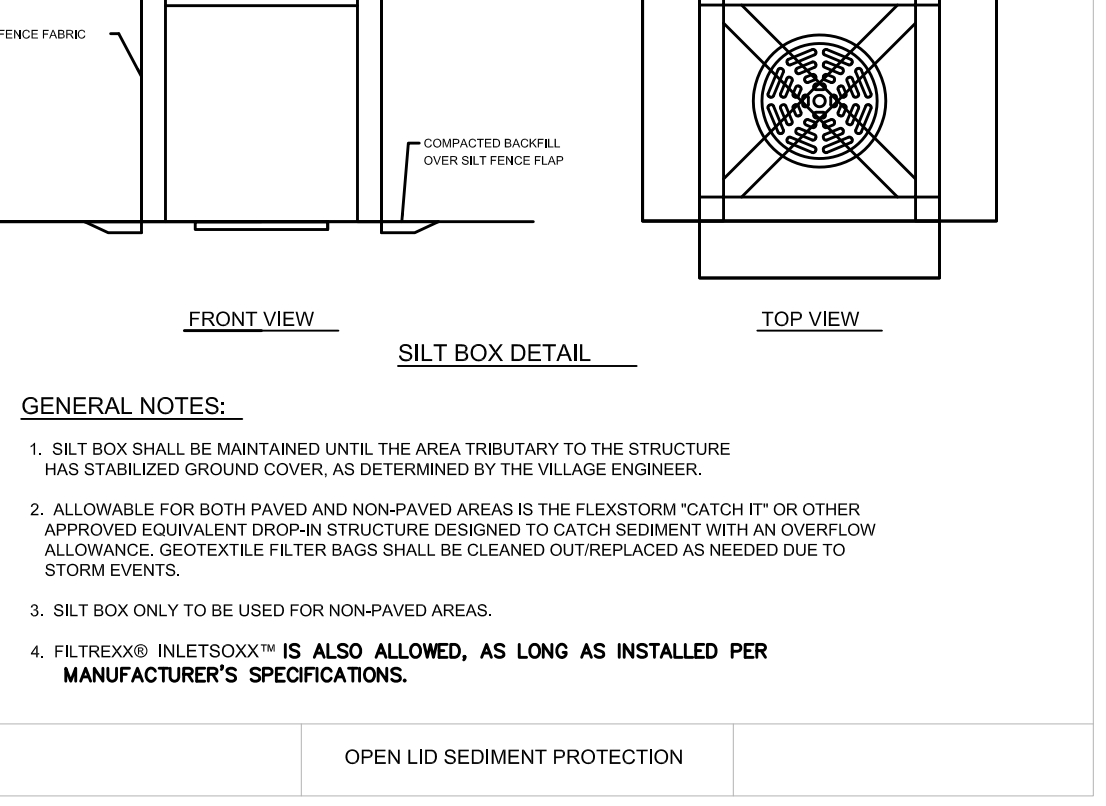
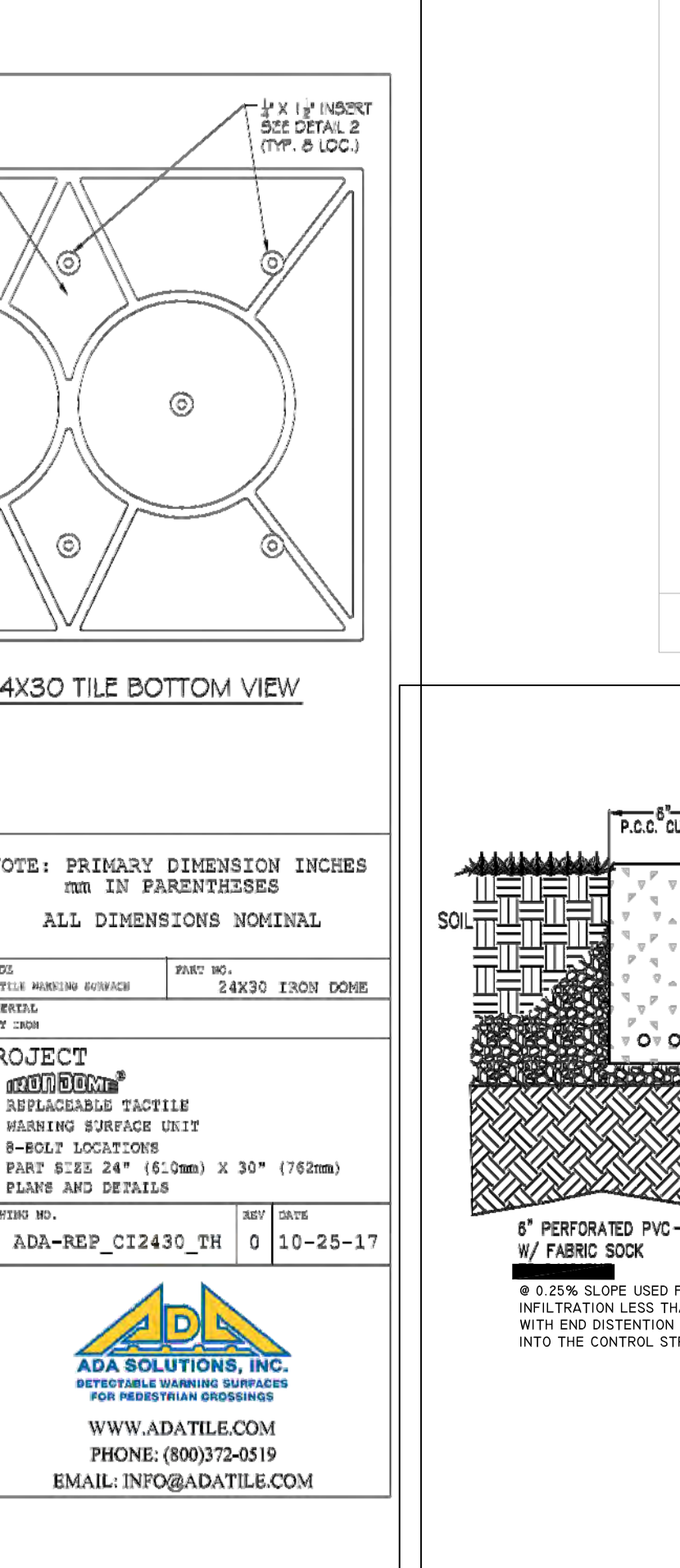
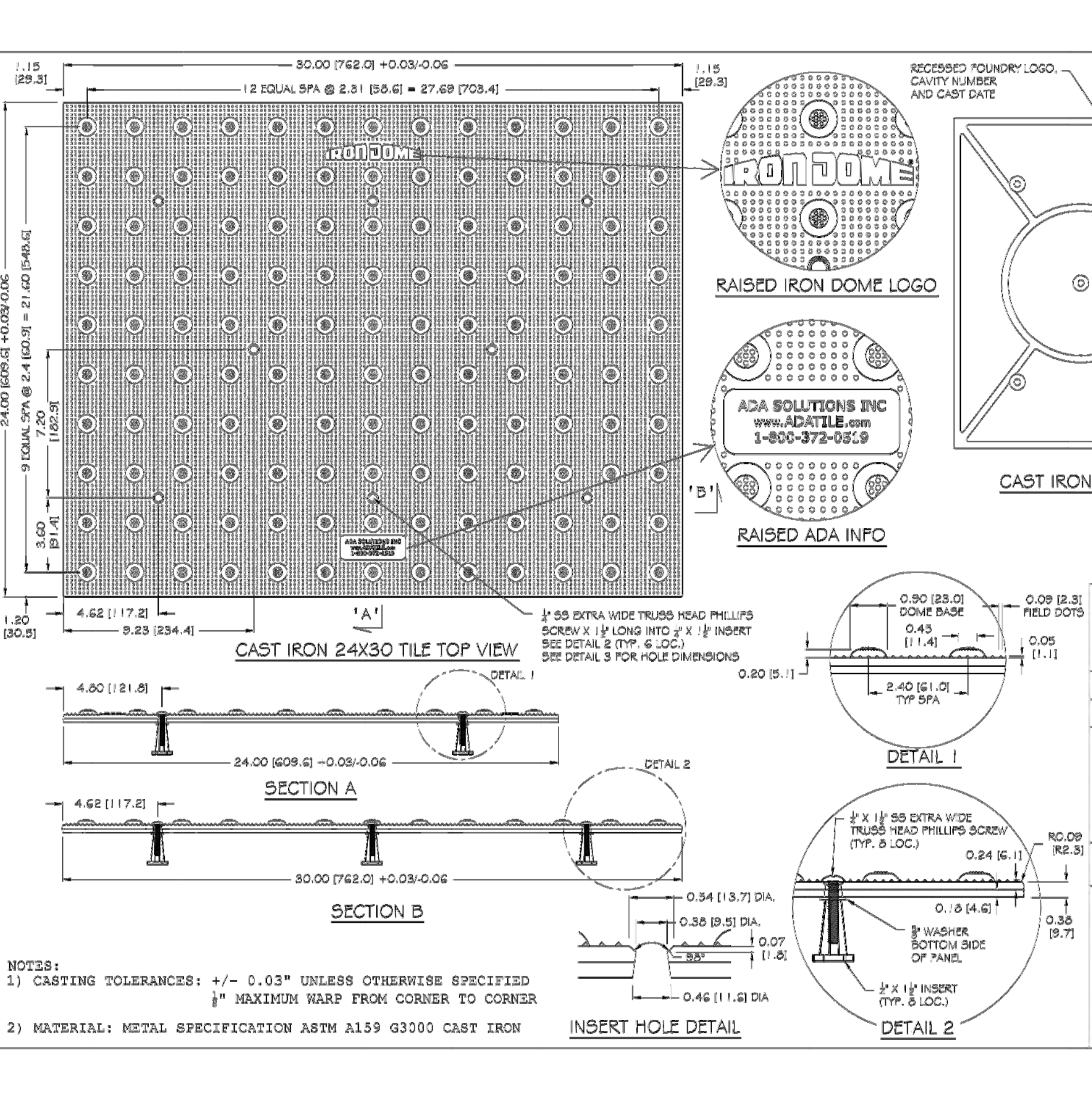
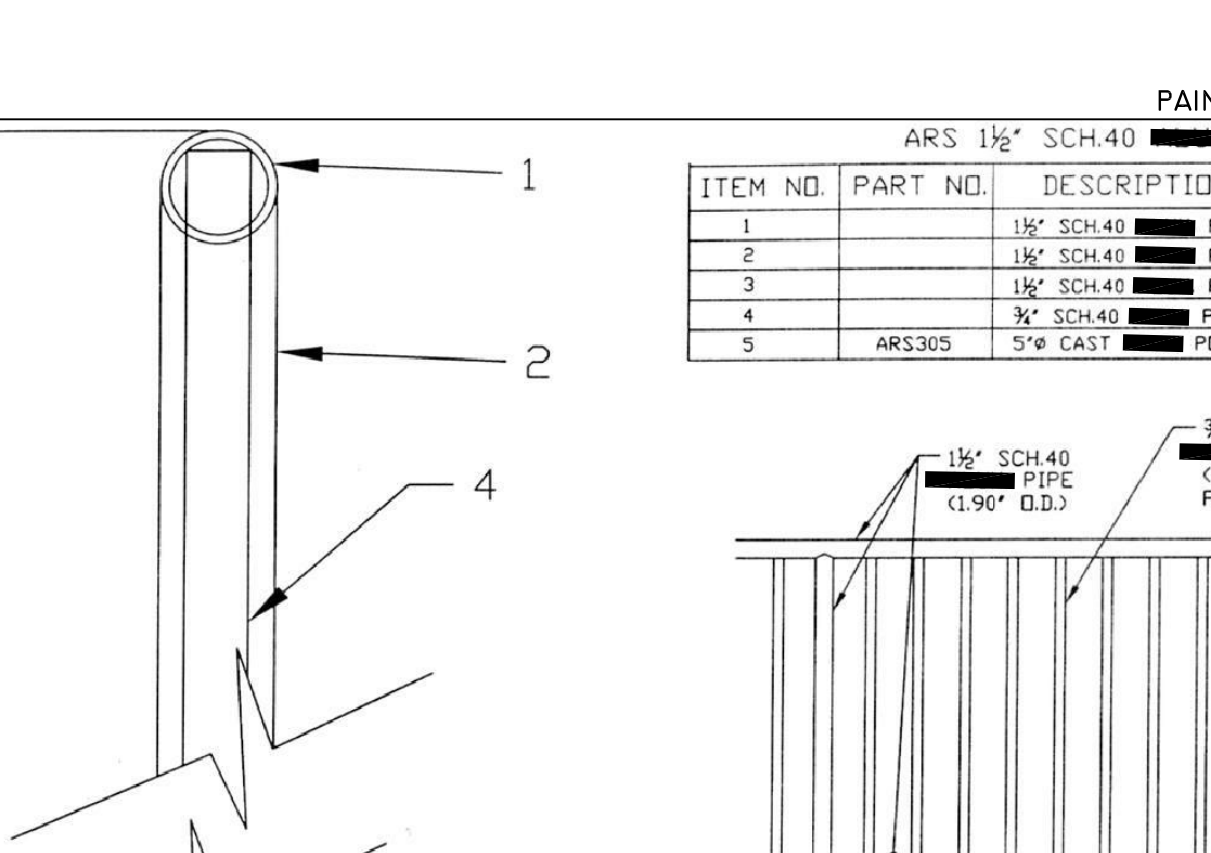
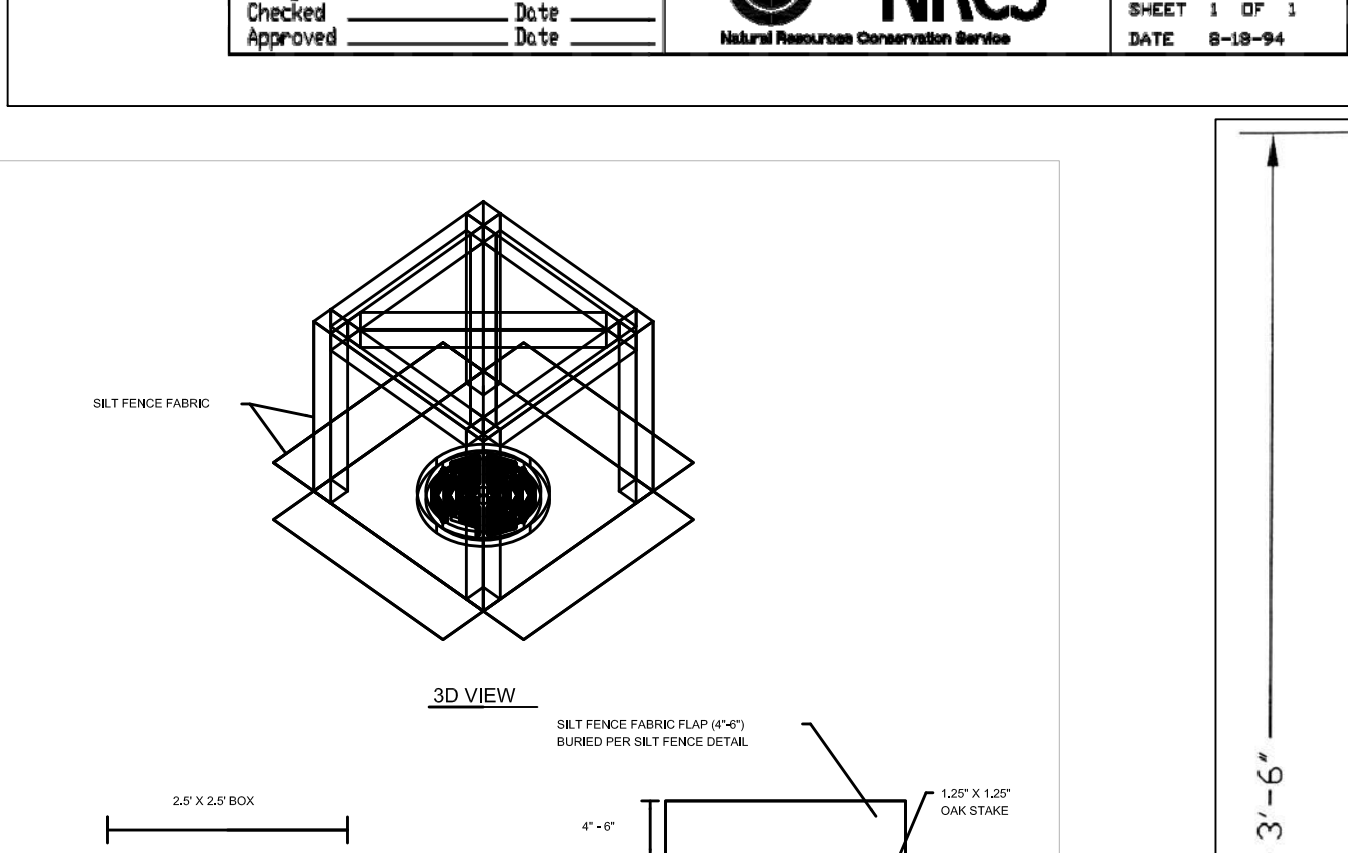
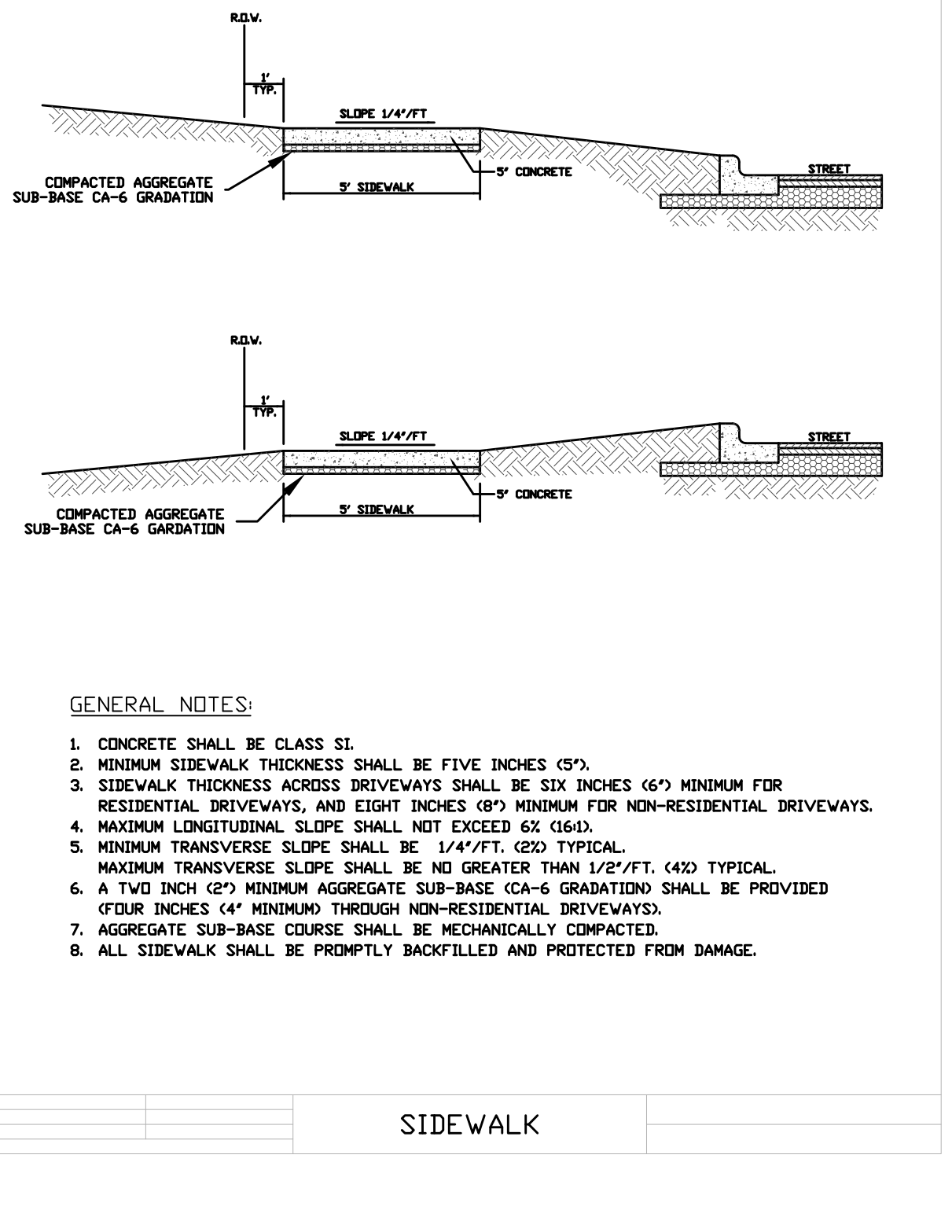
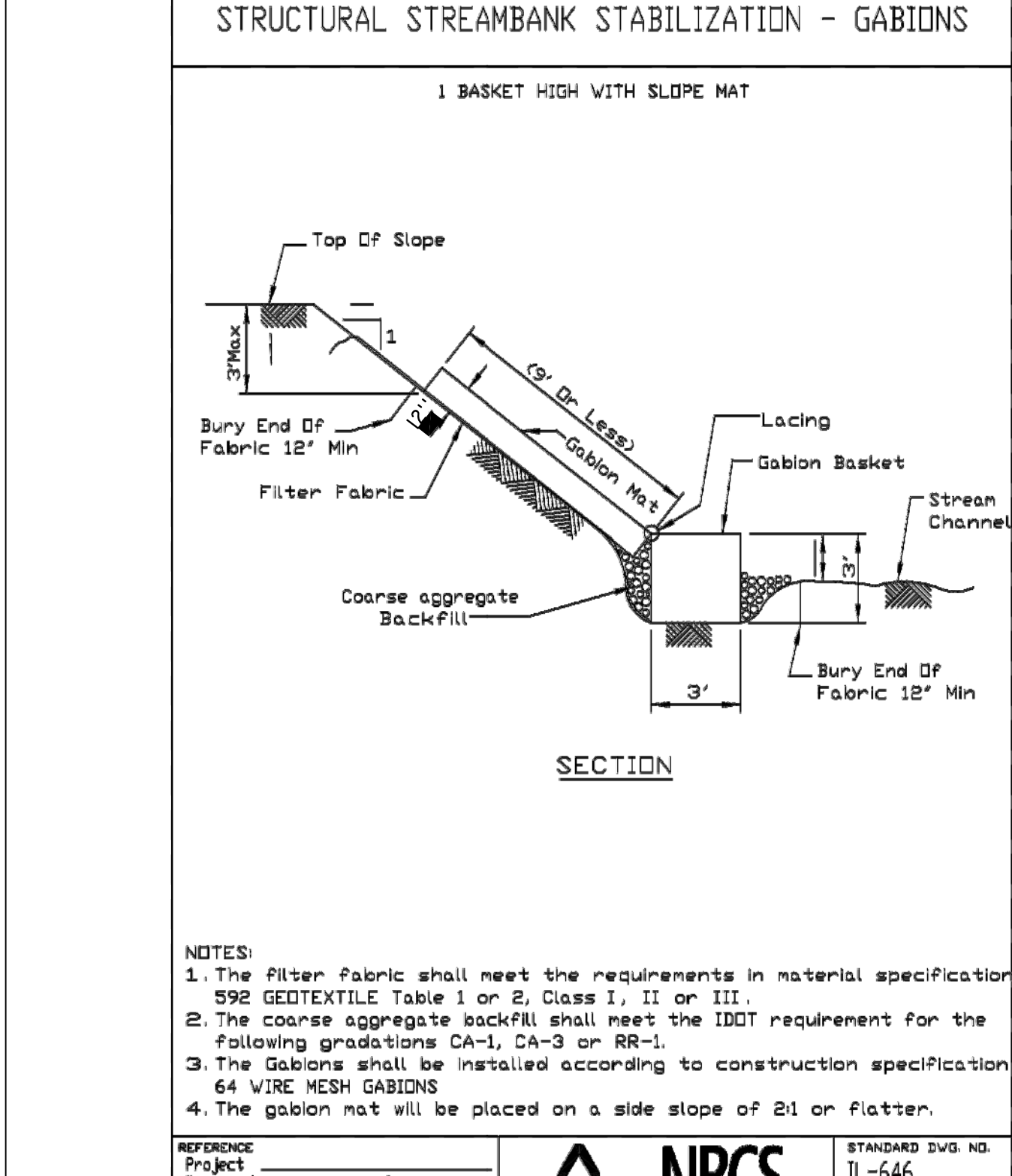
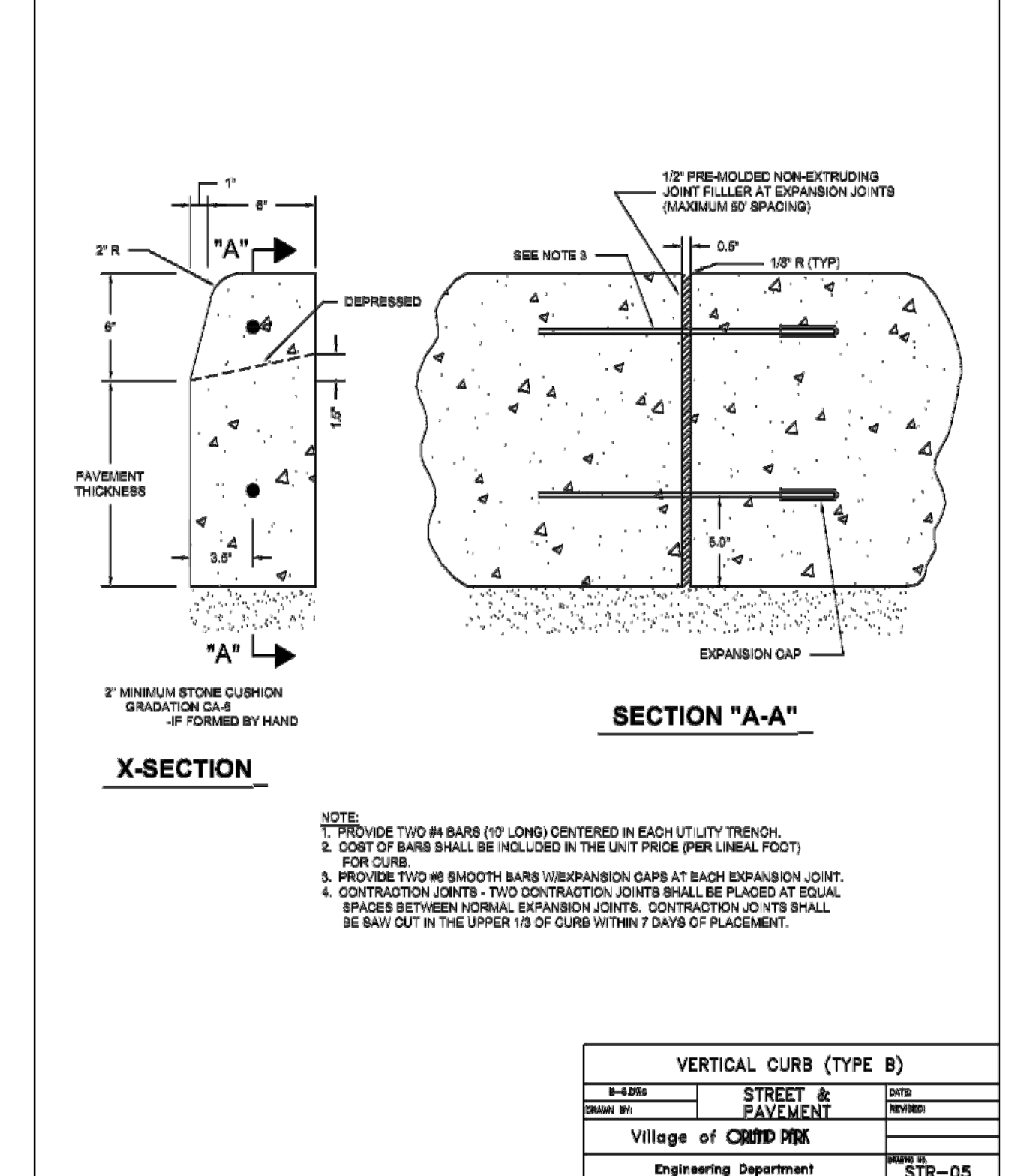
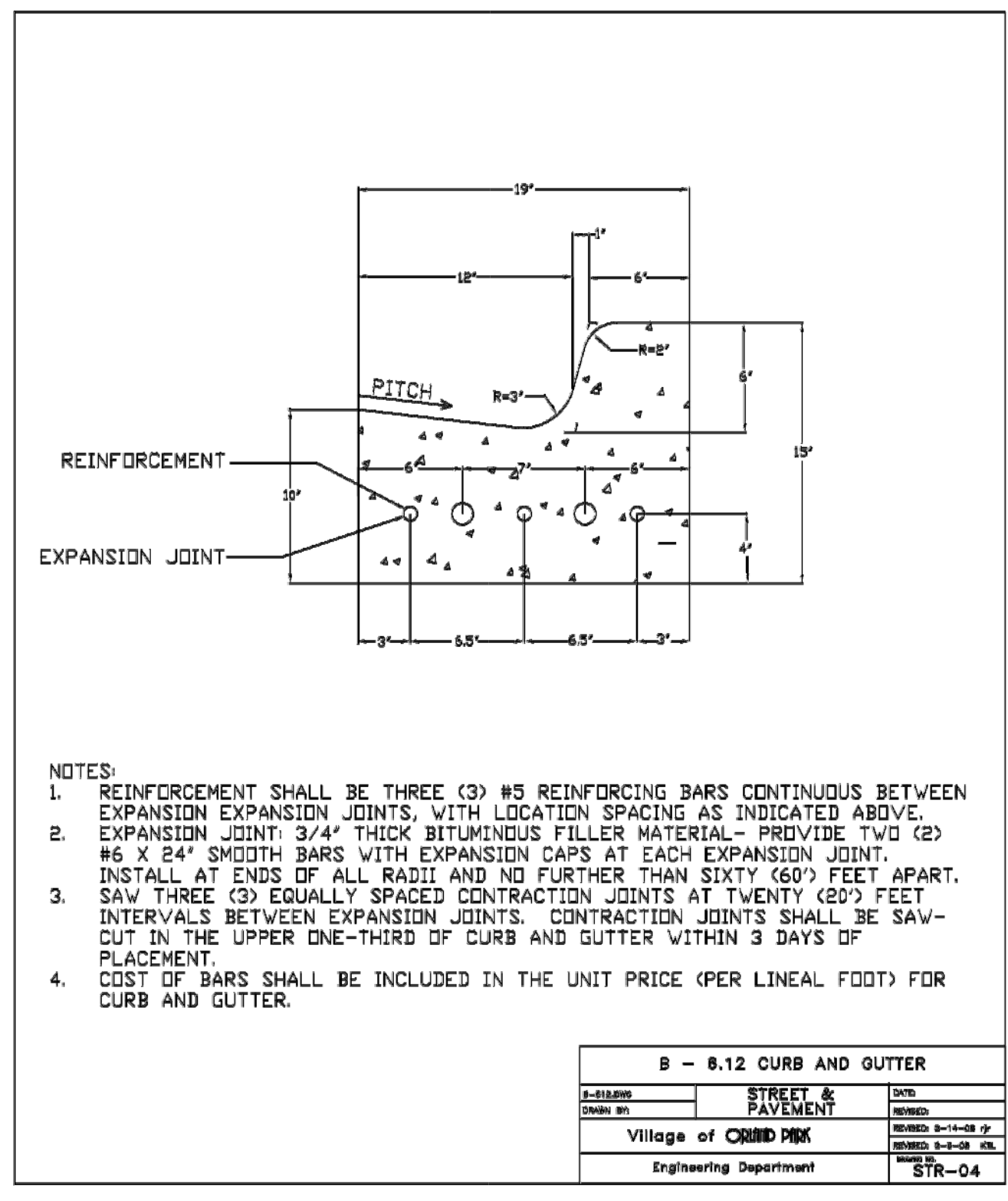
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WEST 167 TH. STREET

SOUTH 104 TH. STREET

SITE PLAN
 SCALE: 1" = 20'



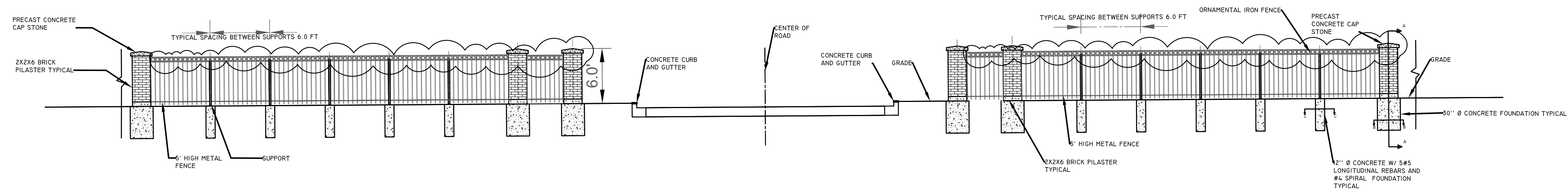
Damas Consulting Group
 5625 Middaugh Ave
 Downers Grove, IL. 60516
 Ph 630-991-3299
 FAX 630-541-2382



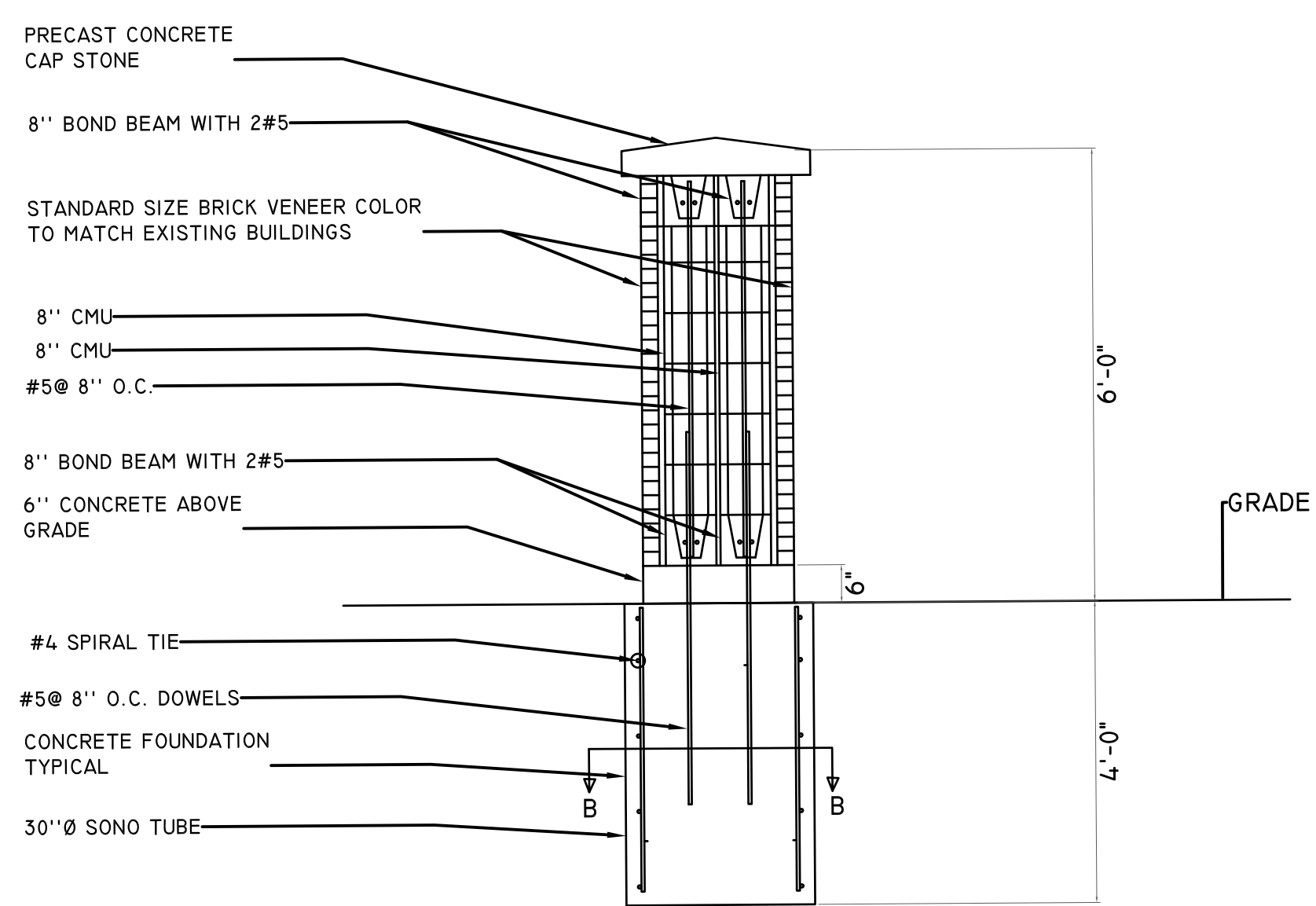
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14	02/23/20	PER VILLAGE COMMENTS 03/30/20

PROPOSED PARKING LOT EXPANSION

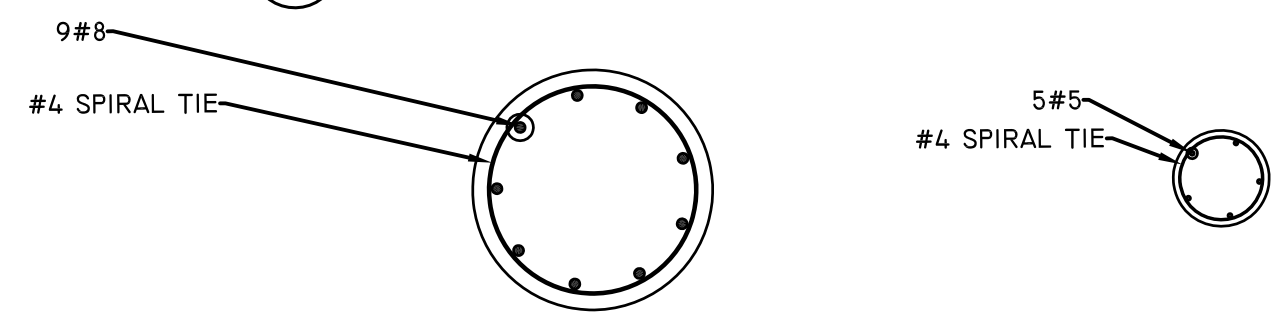
Orland Park Prayer Center
 16530 S. 104th Ave
 Orland Park, IL



FENCE TYPICAL PARTIAL ELEVATION
SCALE: 1 1/2" = 1'



FENCE TYPICAL SECTION A-A
SCALE: 1 1/2" = 1'



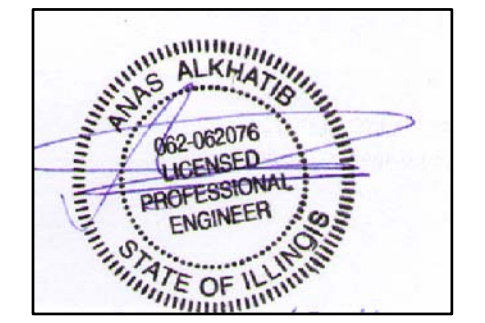
TYPICAL SECTION B-B
SCALE: 1 1/2" = 1'



TYPICAL SECTION C-C
SCALE: 1 1/2" = 1'

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CIVIL ENGINEER



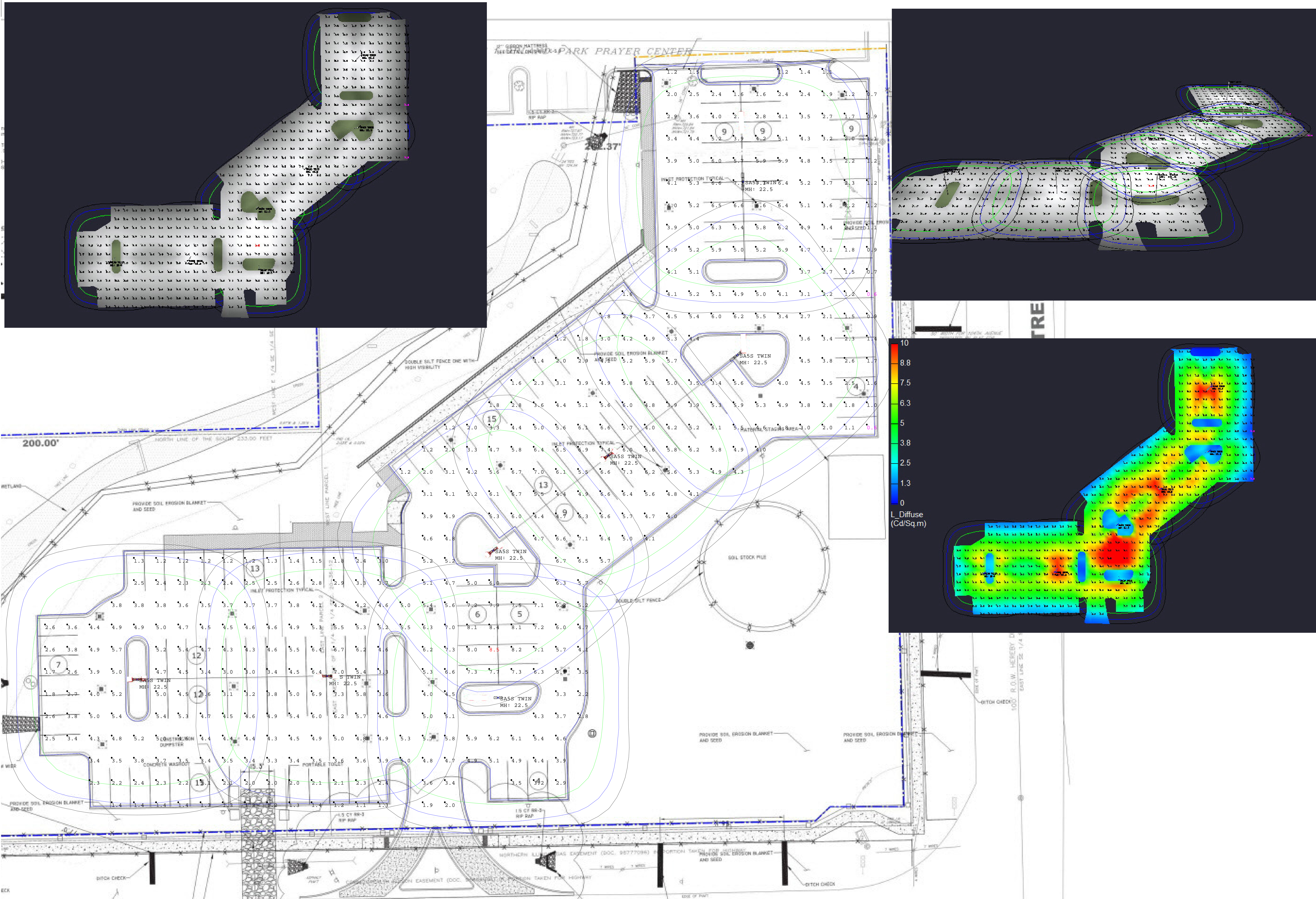
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12	02/08/20	COOK COUNTY COMMENTS 01/30/20
13	02/23/20	COOK COUNTY COMMENTS 02/21/20
14	02/23/20	PER VILLAGE COMMENTS 03/30/20
15	08/19/20	REVISED GUARD RAIL
16	08/21/20	REVISED ORNAMENTAL FENCE

PROPOSED PARKING
LOT EXPANSION
Orland Park Prayer Center
16530 S. 104th Ave
Orland Park, IL

ORNAMENTAL FENCE DETAILS

DATE: 05/05/17
SCALE: AS NOTED
BY: KM
CHK: AA
PRJ#: 03-2016

C-14.0



Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
☐ →	7	SA5S TWIN	BACK-BACK	1.000	eLALS1-5MQ24040K8-XX

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT_Top	Illuminance	Fc	4.15	8.5	0.6	6.92	14.17

#	Date	Comments

Drawn By: RAR, MIES
 Checked By:
 Date: 6/2/2020
 Scale:

ORLAND PARK PRAYER CENTER
 PARKING LOT CALC

DATE: September 8,
2020

REQUEST FOR ACTION REPORT

File Number: **2020-0599**
Orig. Department: **Village Manager**
File Name: **Agenda Initiative - COVID related Public Information Signs Used Village-wide**

BACKGROUND:

Per the Village Code, any individual Trustee can request that an initiative be placed on the Committee of the Whole agenda by instructing the Village Manager, either verbally or in writing, before noon on the Friday preceding the meeting, to place an item on the Committee of the Whole agenda. Village/Legal staff time is restricted until after at least three Trustees vote to move the Agenda Initiative forward.

Agenda Initiatives include (1) the expenditure of money; (2) modifications to the Village Code; (3) formation/modification of Village policies; (4) the introduction of an ordinance or resolution; (5) the formation/modification of committees; (6) budget changes and/or (7) the appropriation of Village/Legal staff time.

Proposed Initiative

Trustee Dodge has requested a review of COVID related public information signs used village-wide.

BUDGET IMPACT:

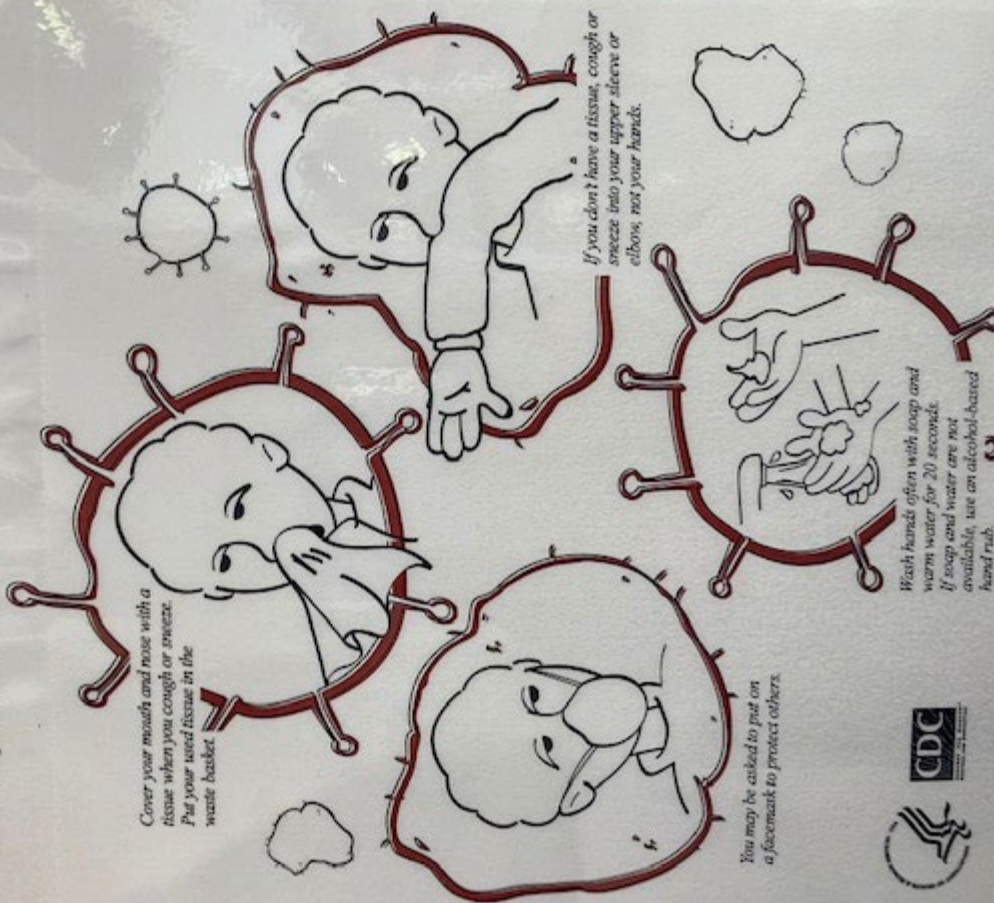
Village/Legal staff time

REQUESTED ACTION:

Discussion only

Cover your Cough

— Stop the spread of germs that can make you and others sick! —



Cover your mouth and nose with a tissue when you cough or sneeze. Put your used tissue in the waste basket.

If you don't have a tissue, cough or sneeze into your upper sleeve or elbow; not your hands.

You may be asked to put on a facemask to protect others.

Wash hands often with soap and warm water for 20 seconds. If soap and water are not available, use an alcohol-based hand rub.





**SOCIAL DISTANCE
OF 6 FEET**



COVER

Patrons should wear
a face covering when
6 foot distance cannot
be maintained.



SANITIZE

Use hand
sanitizer regularly



ORLAND PARK

ONEUPPINK.COM



NOTICE



ORLAND PARK VILLAGE HALL

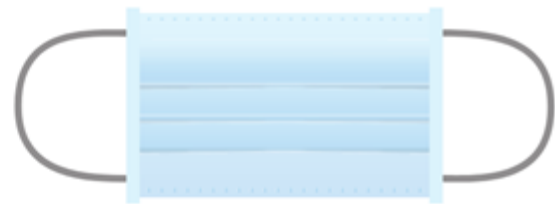
PRACTICE
SOCIAL
DISTANCING



MAINTAIN A
6 FOOT
DISTANCE



PLEASE
WEAR
A MASK



DO NOT
ENTER IF
YOU HAVE A
FEVER





For your safety and the safety of other visitors and staff



WEAR A FACE
COVERING



MAINTAIN
PHYSICAL
DISTANCING



AVOID
TOUCHING
EYES, NOSE
OR MOUTH



WASH YOUR HANDS OFTEN
WITH SOAP AND WATER OR
WITH ALCOHOL-BASED
HAND SANITIZER



WHEN COUGHING
OR SNEEZING
COVER YOUR
MOUTH AND NOSE

DATE:

REQUEST FOR ACTION REPORT

File Number:	2020-0602
Orig. Department:	Public Works Department
File Name:	Fernway Subdivision Roadway and Ditch Improvements 2020 - Bid Award and Construction Observation Services Proposal

BACKGROUND:

The roads and drainage ditches in the Fernway Subdivision were originally constructed in the early 1960s. At that time, the rural type unincorporated roadways were constructed to a poor standard. The Village has spent considerable resources maintaining these roadways and has contended with problematic ditch drainage since annexing the area over 40 years ago. The roads and ditches continue to be a challenge for the Village and the local residents.

The Village's pavement management consultant, Applied Research Associates (ARA), has recommended full depth pavement reconstruction, with the addition of concrete shoulders to support the pavement edge. Given that many areas of the roadside ditches function poorly, wholesale ditch reconstruction is necessary to complement the road construction and leverage economies of scale. Since the project inception, due to the large scale of work and expected total construction cost, the road and ditch reconstruction work for the entire Fernway subdivision has been projected to span nine (9) years, subject to annual availability of funding. Beginning in 2016, the first four phases have been successfully completed. The work planned for 2020 (year five) includes Robinhood Drive from 165th Place to 88th Avenue, Sussex Drive between Robinhood Drive and Sherwood Drive, and Sherwood Drive from 164th Place (included) to 88th Avenue.

Since beginning this multi-year project, the Village Board has approved annual contracts with Baxter & Woodman (B&W) and Christopher B. Burke Engineering Ltd. (CBBEL) to provide phase II design engineering services in a combined effort between the two consulting firms. B&W provided the roadway design, overall plan preparation, and cost estimation, while CBBEL provided the ditch drainage design. For 2019, staff requested proposals from B&W and CBBEL to establish one consultant for both the road design and the drainage design. Noteworthy, is the 2019 proposal's inclusion of three (3) years of drainage design in order to cover the entirety of Fernway subwatershed (#4). In February 2019, the Village Board accepted the phase II design proposal from CBBEL for the 2019 project area design and drainage design for sub-watershed #4. To date, CBBEL has demonstrated excellent ability to perform the services necessary for proper development of the Fernway roadway and ditch drainage design, as well as the construction oversight.

An invitation to bid for the 2020 Fernway Subdivision Road and Ditch Improvements project was published on the BidNetDirect website on August 13, 2020. Per the BidNet audit report, 239 vendors were notified via their BidNet subscription, 20 downloaded the documents (nine entire downloads), and four (4) submitted bids. On Friday August 31, 2020 at 11:00 am, the four (4) sealed bids were opened by the Clerk's Office. Bids were received from: PT Ferro Construction Company of Joliet, Illinois; D Construction of Coal City, Illinois; M&J Asphalt Paving Company of Cicero, Illinois; and Austin Tyler Construction of Elwood, Illinois. See attached ITB 20-027 Bid

Tabulation- All Bidders, and ITB 20-027 Bid Totals and Responsiveness Check documents for reference.

PT Ferro Construction Company of Joliet, Illinois is identified as the lowest responsive responsible bidder for the 2020 Fernway Subdivision Road and Ditch Improvements project with a submitted project cost of \$561,785.27 for roadway reconstruction, and \$371,621.50 for ditch reconstruction, for a total of \$933,406.77. This cost is below CBBEL's Engineer's Estimate of Probable Cost \$1,167,507.20. The Village has past working experience with PT Ferro Construction Company via the 2016 and 2017 Fernway Road and Ditch Improvement project, and the 2018 Neighborhood Road Improvement Project. Therefore, it is both staff's and CBBEL's recommendation that the below bidder, PT Ferro Construction Company of Joliet, Illinois be awarded the contract for the 2020 Fernway Subdivision Road and Ditch Improvements project in the amount of \$933,406.77, plus a 10% contingency (\$56,000) for the road reconstruction portion and a 10% contingency (\$37,000) for the ditch reconstruction portion for a total cost of \$1,026,406.77.

In order to facilitate the construction management, staff requested a proposal for Phase III construction oversight from CBBEL. CBBEL performed the construction observation for their design of the 2019 Fernway Road and Ditch Improvements project and the firm has maintained a proficient and professional relationship with the Village on numerous other CBBEL-designed construction projects. Therefore, staff recommends accepting the proposal from CBBEL in an amount not to exceed \$83,566.00 (proposal attached). Based on the above road reconstruction/ditch reconstruction cost split, \$50,139.60 (60%) of the construction observation cost will be from the Road Program account and \$33,426.40 (40%) will be from the stormwater funding in the Water and Sewer account.

BUDGET IMPACT:

Funds for this project are accounted for in the FY20 amended capital budget and are available in the Capital Improvement account 054-0000-471250 CP-1015 and Water and Sewer account 031-6007-470500.

REQUESTED ACTION:

I move to recommend to the Village Board to accept the bid from PT Ferro Construction Company of Joliet, Illinois for the Fernway Subdivision Road and Ditch Improvements 2020 in an amount not to exceed \$1,026,406.77 (\$933,406.77 plus \$93,000.00 contingency);

And,

I move to recommend to the Village Board to accept the proposal for Construction Observation Services for the Fernway Subdivision Roadway and Ditch Improvements 2020 from Christopher B. Burke Engineering Ltd of Rosemont Illinois, in an amount not to exceed \$83,566.00.



ORLAND PARK

BIDDER SUMMARY SHEET

ITB #20-027

Fernway Subdivision Road and Ditch Improvements 2020

Business Name: P.T. Ferro Construction Company

Street Address: 700 S. Rowell Ave

City, State, Zip: Joliet, IL 60434

Contact Name: Matt Boomsma

Title: Estimator/Project Manager

Phone: 815-726-6284 Fax: 815-726-5614

E-Mail address: estimating@ptferro.com

GRAND TOTAL BID PRICE	\$ <u>933,406.77</u>
-----------------------	----------------------

The Grand Total Bid Price shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a Lump Sum Contract Price. The actual number of units used will determine the final cost of the project.

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Matt Marketti

Signature of Authorized Signee: 

Title: President Date: 8/28/2020

Village of Orland Park													
ITB 20-027 Fernway Subdivision Roadway and Ditch Grading Improvements 2020													
Bid Date - August 28, 2020 at 11:00 AM													
				Engineers Estimate		PT Ferro Construction Company		D. Construction		Austin Tyler Construction		M&J Asphalt Paving Co.	
ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	60	\$ 55.00	\$3,300.00	\$19.00	\$1,140.00	\$21.00	\$1,260.00	\$19.00	\$1,140.00	\$72.00	\$4,320.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	133	\$ 65.00	\$8,645.00	\$23.50	\$3,125.50	\$26.00	\$3,458.00	\$23.50	\$3,125.50	\$205.00	\$27,265.00
3	TEMPORARY FENCE	LF	740	\$ 10.00	\$7,400.00	\$5.00	\$3,700.00	\$20.00	\$14,800.00	\$0.01	\$7.40	\$4.00	\$2,960.00
4	TREE ROOT PRUNING	EACH	37	\$ 200.00	\$7,400.00	\$90.00	\$3,330.00	\$99.00	\$3,663.00	\$0.01	\$0.37	\$110.00	\$4,070.00
5	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	9	\$ 150.00	\$1,350.00	\$40.00	\$360.00	\$44.00	\$396.00	\$30.00	\$270.00	\$190.00	\$1,710.00
6	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	29	\$ 150.00	\$4,350.00	\$90.00	\$2,610.00	\$99.00	\$2,871.00	\$40.00	\$1,160.00	\$290.00	\$8,410.00
7	NITROGEN FERTILIZER NUTRIENT	LB	116	\$ 5.00	\$580.00	\$2.00	\$232.00	\$2.20	\$255.20	\$3.00	\$348.00	\$1.00	\$116.00
8	PHOSPHORUS FERTILIZER NUTRIENT	LB	116	\$ 5.00	\$580.00	\$2.00	\$232.00	\$2.20	\$255.20	\$3.00	\$348.00	\$1.00	\$116.00
9	POTASSIUM FERTILIZER NUTRIENT	LB	116	\$ 5.00	\$580.00	\$2.00	\$232.00	\$2.20	\$255.20	\$3.00	\$348.00	\$1.00	\$116.00
10	EARTH EXCAVATION	CY	4,242	\$ 27.00	\$114,534.00	\$25.00	\$106,050.00	\$25.00	\$106,050.00	\$26.00	\$110,292.00	\$53.00	\$224,826.00
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	1,587	\$ 27.00	\$42,849.00	\$25.00	\$39,675.00	\$25.00	\$39,675.00	\$30.00	\$47,610.00	\$44.00	\$69,828.00
12	TRENCH BACKFILL	CY	35	\$ 40.00	\$1,400.00	\$55.00	\$1,925.00	\$50.00	\$1,750.00	\$50.00	\$1,750.00	\$35.00	\$1,225.00
13	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	1,780	\$ 2.00	\$3,560.00	\$2.00	\$3,560.00	\$2.00	\$3,560.00	\$1.50	\$2,670.00	\$1.00	\$1,780.00
14	TOPSOIL FURNISH AND PLACE, 4"	SY	9,300	\$ 5.50	\$51,150.00	\$3.50	\$32,550.00	\$3.85	\$35,805.00	\$4.50	\$41,850.00	\$12.00	\$111,600.00
15	GRADING AND SHAPING DITCHES	LF	4,150	\$ 7.00	\$29,050.00	\$5.00	\$20,750.00	\$7.00	\$29,050.00	\$7.00	\$29,050.00	\$10.00	\$41,500.00
16	SODDING, SALT TOLERANT	SY	9,300	\$ 8.00	\$74,400.00	\$8.00	\$74,400.00	\$8.80	\$81,840.00	\$6.50	\$60,450.00	\$12.00	\$111,600.00
17	SUPPLEMENTAL WATERING	UNIT	140	\$ 50.00	\$7,000.00	\$25.00	\$3,500.00	\$27.50	\$3,850.00	\$0.01	\$1.40	\$10.00	\$1,400.00
18	TEMPORARY DITCH CHECKS	LF	96	\$ 20.00	\$1,920.00	\$15.00	\$1,440.00	\$16.50	\$1,584.00	\$15.00	\$1,440.00	\$10.00	\$960.00
19	INLET AND PIPE PROTECTION	EACH	14	\$ 200.00	\$2,800.00	\$150.00	\$2,100.00	\$165.00	\$2,310.00	\$0.01	\$0.14	\$100.00	\$1,400.00
20	INLET FILTERS	EACH	5	\$ 200.00	\$1,000.00	\$200.00	\$1,000.00	\$247.50	\$1,237.50	\$0.01	\$0.05	\$150.00	\$750.00
21	WASHOUT BASIN	EACH	3	\$ 750.00	\$2,250.00	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$250.00	\$750.00	\$400.00	\$1,200.00
22	STONE RIPRAP, CLASS A3	SY	195	\$ 80.00	\$15,600.00	\$25.00	\$4,875.00	\$60.00	\$11,700.00	\$50.00	\$9,750.00	\$60.00	\$11,700.00
23	STONE RIPRAP, CLASS A5	SY	100	\$ 110.00	\$11,000.00	\$80.00	\$8,000.00	\$90.00	\$9,000.00	\$75.00	\$7,500.00	\$70.00	\$7,000.00
24	FILTER FABRIC	SY	270	\$ 4.00	\$1,080.00	\$2.00	\$540.00	\$3.00	\$810.00	\$2.00	\$540.00	\$5.00	\$1,350.00
25	AGGREGATE SUBGRADE IMPROVEMENT	CY	590	\$ 45.00	\$26,550.00	\$35.00	\$20,650.00	\$45.00	\$26,550.00	\$25.00	\$14,750.00	\$35.00	\$20,650.00
26	AGGREGATE SUBGRADE IMPROVEMENT 12"	SY	5,935	\$ 16.00	\$94,960.00	\$13.00	\$77,155.00	\$16.00	\$94,960.00	\$14.00	\$83,090.00	\$13.00	\$77,155.00
27	SUBBASE GRANULAR MATERIAL, TYPE B 4.75"	SY	1,120	\$ 10.00	\$11,200.00	\$9.00	\$10,080.00	\$7.00	\$7,840.00	\$4.55	\$5,096.00	\$5.00	\$5,600.00
28	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,000	\$ 70.00	\$70,000.00	\$60.00	\$60,000.00	\$72.50	\$72,500.00	\$68.00	\$68,000.00	\$72.00	\$72,000.00
29	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	585	\$ 75.00	\$43,875.00	\$70.00	\$40,950.00	\$75.00	\$43,875.00	\$76.00	\$44,460.00	\$86.00	\$50,310.00
30	BITUMINOUS MATERIALS (TACK COAT)	LB	2,671	\$ 0.20	\$534.20	\$0.01	\$26.71	\$0.01	\$26.71	\$0.01	\$26.71	\$0.01	\$26.71
31	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	20	\$ 125.00	\$2,500.00	\$0.01	\$0.20	\$100.00	\$2,000.00	\$90.00	\$1,800.00	\$120.00	\$2,400.00
32	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SF	50	\$ 20.00	\$1,000.00	\$25.00	\$1,250.00	\$27.50	\$1,375.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00
33	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3.5 INCH	SY	755	\$ 35.00	\$26,425.00	\$40.00	\$30,200.00	\$33.00	\$24,915.00	\$42.00	\$31,710.00	\$40.00	\$30,200.00
34	HOT-MIX ASPHALT PATH PAVEMENT, 1.5 INCH	SY	405	\$ 38.00	\$15,390.00	\$18.00	\$7,290.00	\$30.00	\$12,150.00	\$23.00	\$9,315.00	\$10.00	\$4,050.00
35	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	SF	360	\$ 65.00	\$23,400.00	\$20.00	\$7,200.00	\$65.00	\$23,400.00	\$65.00	\$23,400.00	\$7.00	\$2,520.00
36	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SF	450	\$ 8.00	\$3,600.00	\$10.00	\$4,500.00	\$7.00	\$3,150.00	\$13.00	\$5,850.00	\$7.00	\$3,150.00
37	DETECTABLE WARNINGS	SF	64	\$ 20.00	\$1,280.00	\$30.00	\$1,920.00	\$35.00	\$2,240.00	\$30.00	\$1,920.00	\$30.00	\$1,920.00
38	PAVEMENT REMOVAL	SY	5,850	\$ 8.00	\$46,800.00	\$6.00	\$35,100.00	\$4.50	\$26,325.00	\$6.00	\$35,100.00	\$7.00	\$40,950.00
39	DRIVEWAY PAVEMENT REMOVAL	SY	1,660	\$ 15.00	\$24,900.00	\$10.00	\$16,600.00	\$12.00	\$19,920.00	\$10.00	\$16,600.00	\$12.00	\$19,920.00
40	COMBINATION CURB AND GUTTER REMOVAL	LF	30	\$ 10.00	\$300.00	\$10.00	\$300.00	\$8.50	\$255.00	\$20.00	\$600.00	\$15.00	\$450.00
41	CLASS D PATCHES, TYPE I, 5 INCH	SY	50	\$ 80.00	\$4,000.00	\$50.00	\$2,500.00	\$80.00	\$4,000.00	\$50.00	\$2,500.00	\$70.00	\$3,500.00
42	CLASS D PATCHES, TYPE II, 5 INCH	SY	30	\$ 80.00	\$2,400.00	\$50.00	\$1,500.00	\$80.00	\$2,400.00	\$50.00	\$1,500.00	\$70.00	\$2,100.00
43	PORTLAND CEMENT CONCRETE SHOULDERS 12"	SY	785	\$ 110.00	\$86,350.00	\$115.00	\$90,275.00	\$62.00	\$48,670.00	\$100.00	\$78,500.00	\$125.00	\$98,125.00
44	PIPE CULVERT REMOVAL	LF	250	\$ 25.00	\$6,250.00	\$15.00	\$3,750.00	\$10.00	\$2,500.00	\$0.01	\$2.50	\$5.00	\$1,250.00
45	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2	\$ 650.00	\$1,300.00	\$750.00	\$1,500.00	\$600.00	\$1,200.00	\$800.00	\$1,600.00	\$675.00	\$1,350.00
46	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	1	\$ 700.00	\$700.00	\$775.00	\$775.00	\$700.00	\$700.00	\$850.00	\$850.00	\$725.00	\$725.00
47	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2	\$ 800.00	\$1,600.00	\$825.00	\$1,650.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$825.00	\$1,650.00
48	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1	\$ 1,000.00	\$1,000.00	\$910.00	\$910.00	\$900.00	\$900.00	\$990.00	\$990.00	\$985.00	\$985.00
49	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 27"	EACH	2	\$ 1,400.00	\$2,800.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00	\$1,225.00	\$2,450.00
50	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 30"	EACH	1	\$ 1,800.00	\$1,800.00	\$1,050.00	\$1,050.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00
51	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	1	\$ 2,200.00	\$2,200.00	\$1,320.00	\$1,320.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00	\$1,750.00	\$1,750.00
52	GRATING FOR CONCRETE FLARED END SECTION 15"	EACH	1	\$ 420.00	\$420.00	\$525.00	\$525.00	\$300.00	\$300.00	\$400.00	\$400.00	\$325.00	\$325.00
53	GRATING FOR CONCRETE FLARED END SECTION 18"	EACH	2	\$ 480.00	\$960.00	\$575.00	\$1,150.00	\$400.00	\$800.00	\$450.00	\$900.00	\$375.00	\$750.00
54	GRATING FOR CONCRETE FLARED END SECTION 24"	EACH	1	\$ 500.00	\$500.00	\$640.00	\$640.00	\$500.00	\$500.00	\$525.00	\$525.00	\$450.00	\$450.00
55	GRATING FOR CONCRETE FLARED END SECTION 27"	EACH	2	\$ 600.00	\$1,200.00	\$675.00	\$1,350.00	\$600.00	\$1,200.00	\$575.00	\$1,150.00	\$500.00	\$1,000.00



ORLAND PARK

Bid Tabulation

Bid Number: 20-027
Bid Issue: August 13, 2020
Bid Opening: August 28, 2020

Project Title: Fernway Subdivision Road & Ditch Improvements 2020
Department: Public Works
Addenda: #1 8/14/2020 revised unit price sheet

BIDDER	GRAND TOTAL BID PRICE	CONTACT INFORMATION
Austin Tyler Construction, Inc	\$965,615.52	Gary Schumal 23343 S Ridge Road Elwood, IL 60421 P: 815-726-1090/F:815-726-1171 Email: gschumal@austin-tyler.com
D Construction, Inc.	\$1,003,325.21	Kenneth Sandeno Coal City, IL 60416 P:815-634-2555/F:815-634-8748 Email: t.hansen@dconstruction.com
M&J Asphalt Paving Company, Inc	\$1,288,913.71	Nick Distasio 3124 S 60th Court Cicero, IL 60804 P: 708-222-1200/F:708-222-1213 Email: nd@mjasphaltpaving.com
P.T. Ferro Construction Co.	\$933,406.77	Matt Boomsma 700 S. Rowell Ave Joliet, IL 60434 P: 815-726-6284/F:815-726-5614 Email: estimating@ptferro.com

Bids are subject to review for completeness, accuracy, and compliance with all terms and conditions of the bid specifications
 Prepared by: Denise Domalewski, Purchasing Administrator - Village of Orland Park

Village of Orland Park Bid Responsiveness Check

Bid Number: 20-027

Project Title: Fernway Subd Road & Ditch Improvements 2020

Bid Requirement	Austin Tyler Construction, Inc	D Construction, Inc.	M&J Asphalt Paving Company, Inc	P.T. Ferro Construction Co.		
Submitted three (3) sealed hardcopies of the bid	√	√	√	√		
Submitted a bid bond for 10% of the bid price	√	√	√	√		
Submitted a completed Bidder Summary Sheet	√	√	√	√		
Submitted a completed Certificate of Compliance	√	√	√	√		
Submitted three (3) references	√	√	√	√		
Submitted signed Insurance Requirements form	√	√	√	√		
Unit Price Sheet-Revised	√	√	√	√		
Total Bid Amount	\$965,615.52	\$1,003,325.21	\$1,288,913.71	\$933,406.77		

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

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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

July 20, 2020

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

Attention: Mr. Joel Van Essen, Director of Public Works

Subject: Fernway Subdivision Improvements 2020
Proposal for Construction Observation Services

Dear Mr. Van Essen:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the construction observation for the construction of the Fernway Subdivision 2020 Improvements. Included below you will find our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on our design, this program includes hot-mix asphalt roadway reconstruction; re-grading of existing roadway ditches; portland cement concrete shoulder; driveway pavement removal and replacement; culvert removal replacement; and all incidental and collateral work necessary to complete the improvements as shown on the plans and specifications developed by CBBEL.

The project is located along Sussex Drive from Robinhood Drive to Sherwood Drive; Robinhood Drive from 88th Avenue to 165th Place; Sherwood Drive from 88th Avenue to 164th Place; and 164th Place east of Sherwood Drive in the Village of Orland Park (Village).

SCOPE OF SERVICES

Task 1 – Pre-Construction Services:

- Attend pre-construction conference and prepare and circulate minutes.
- Review submittals from Contractor for compliance with the contract.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested.

Task 2 – Construction Observation: CBBEL will provide one full-time Resident Engineer for the duration of the Project (assumes late August start date and a completion date of November 30th, 2020). The Resident Engineer from the 2019 Fernway Subdivision Improvements (Kelly Gibbons) is currently assigned to another project full-time, but we have included hours for her to assist the proposed Resident Engineer since she has prior knowledge of the standards and expectations for this work. The proposed Resident Engineer for this project is Kyle Provost, an Engineer I/II that has shadowed Kelly Gibbons on previous projects and is currently completing water main and roadway improvement projects in Crest Hill and New Lenox.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and advise when the Village should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractor in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis and compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations, as well as general and specific observations and job progress.
- Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.

- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Schedule Quality Assurance site testing for HMA and PCC materials used on the project.

Task 3 – Post-Construction:

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Review construction record drawings for completeness prior to submission to CADD for further processing.
- Provide the Village a set of AutoCAD construction record drawings in a pdf format.

CBBEL shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor’s responsibility under the contract for construction.

Task 4 – Material Testing (by others): CBBEL will utilize the Village’s inhouse testing service to provide materials testing for the work.

Task 5 – Direct Costs: Vehicle usage: 70 days at \$65/day.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1 – Pre-Construction	\$	4,172
Task 2 – Construction Observation	\$	66,500
Task 3 – Post-Construction	\$	8,344
Task 4 – Material Testing (Provided by Orland Park)	\$	0
Task 5 – Direct Costs	\$	4,550
Total		83,566

We will bill you at the hourly rates specified in the Professional Engineering Services Master Agreement including previously agreed upon Schedule of Charges and General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the previously accepted Schedule of Charges.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Enclosure: Engineering Fee Estimate
2010 Schedule of Charges

THIS PROPOSAL ACCEPTED FOR VILLAGE OF ORLAND PARK:

BY: _____
TITLE: _____
DATE: _____

**Village of Orland Park
 Fernway Subdivision 2020 Improvements
 Construction Engineering Services**

Engineering Fee Estimate

Task	Description	Classification and Hourly Rate			Total Hours	Fee \$
		Engineer VI 210	Engineer III 125	Engineer I/II 102		
1	Pre-Construction		4	36	40	\$4,172
2	Construction Observation/Documentation	3	70	560	633	\$66,500
3	Post-Construction		8	72	80	\$8,344
4	Material Testing (Provided by Orland Park)					
5	Direct Costs					\$4,550
TOTAL		3	82	668	753	\$83,566

Total Not-to-Exceed Fee = \$83,566

Key Personnel

W. Daniel Crosson, PE
 Kelly Gibbons
 Kyle Provost

Classification

ENG VI
 ENG III
 ENG I/II

* Cost based upon a late August start and completion by November 30th, 2020. Construction Observation currently scheduled to be 14 weeks.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2010

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

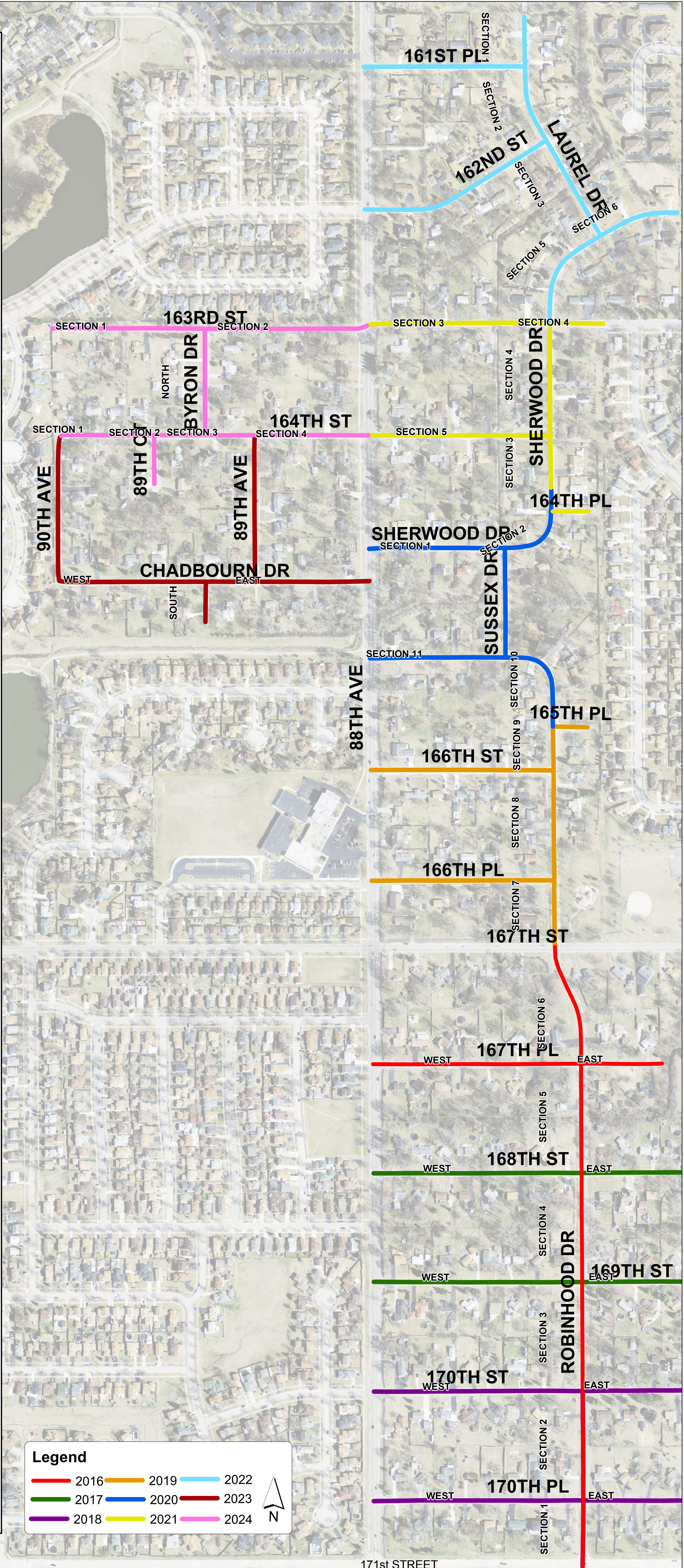
Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

ANNUAL FERNWAY ROAD AND DITCH IMPROVEMENT

Road	Length (Feet)	Estimated Cost
2016 (Actual)		
167TH PL EAST	338	\$118,540
167TH PL WEST	829	\$290,740
ROBINHOOD DR SECTION 1	283	\$99,250
ROBINHOOD DR SECTION 2	467	\$163,790
ROBINHOOD DR SECTION 3	465	\$163,079
ROBINHOOD DR SECTION 4	466	\$163,430
ROBINHOOD DR SECTION 5	266	\$93,290
ROBINHOOD DR SECTION 6	519	\$182,010
2016 Totals	3,633	\$1,274,129
2017 (Actual)		
168TH ST EAST	420	\$192,850
168TH ST WEST	828	\$393,061
169TH ST EAST	427	\$199,720
169TH ST WEST	829	\$398,461
2017 Totals	2,504	\$1,184,092
2018 (Actual)		
170TH ST EAST	437	\$144,992
170TH ST WEST	832	\$276,049
170TH PL EAST	388	\$128,735
170TH PL WEST	834	\$276,713
2018 Totals	2,491	\$826,489
2019 (Actual)		
165TH PL	137	\$53,320
166TH ST	719	\$279,835
166TH PL	719	\$279,835
ROBINHOOD DR SECTION 7	284	\$110,533
ROBINHOOD DR SECTION 8	470	\$182,924
ROBINHOOD DR SECTION 9	188	\$73,170
2019 Totals	2,517	\$979,616
2020 (Proposed)		
ROBINHOOD DR SECTION 10	441	\$155,624
ROBINHOOD DR SECTION 11	578	\$203,970
SUSSEX DR	468	\$165,153
SHERWOOD DR SECTION 1	542	\$191,266
SHERWOOD DR SECTION 2	293	\$103,397
SHERWOOD DR SECTION 3	323	\$113,983
2020 Totals	2,645	\$933,394
2021		
163RD ST SECTION 3	721	\$279,620
163RD ST SECTION 4	228	\$88,430
SHERWOOD DR SECTION 4	484	\$187,710
164TH PL	141	\$54,680
164TH ST SECTION 5	711	\$275,730
2021 Totals	2,285	\$886,170
2022		
SHERWOOD DR SECTION 5	459	\$180,680
SHERWOOD DR SECTION 6	339	\$133,440
161ST PL	620	\$244,060
LAUREL DR SECTION 3	470	\$185,020
LAUREL DR SECTION 2	333	\$131,070
LAUREL DR SECTION 1	212	\$83,450
162ND ST	798	\$314,120
2022 Totals	3,231	\$1,271,840
2023		
CHADBOURN DR WEST	772	\$308,450
CHADBOURN DR EAST	477	\$190,580
BYRON DR SOUTH	171	\$68,320
89TH AVE	626	\$250,110
90TH AVE	628	\$250,910
2023 Totals	2,674	\$1,068,370
2024		
164TH ST SECTION 3	191	\$77,461
164TH ST SECTION 4	464	\$188,170
164TH ST SECTION 1	387	\$156,950
164TH ST SECTION 2	197	\$79,900
BYRON DR NORTH	456	\$184,920
163RD ST SECTION 1	640	\$259,550
163RD ST SECTION 2	633	\$256,700
89TH CT	194	\$78,670
2024 Totals	3,162	\$1,282,321



Legend

- 2016
- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024

Updated: 9/2/2020

DATE: September 8,
2020

REQUEST FOR ACTION REPORT

File Number:	2020-0607
Orig. Department:	Public Works Department
File Name:	Village Hall Board Room Renovation (Discussion Only)

BACKGROUND:

The Linden Group, a local architecture, interior design, and land planning firm, will present preliminary design plans for an update of the Village Hall Board Room. The current scope of work for Linden Group includes:

Review of design goals with staff gather relative existing design documentation;

Presentation of the sketch floor plan, project narrative, preliminary furniture selections, color/material palette as per project description;

Schematic lighting plan and fixture cuts for proposed lighting upgrades, including a photometric plan;

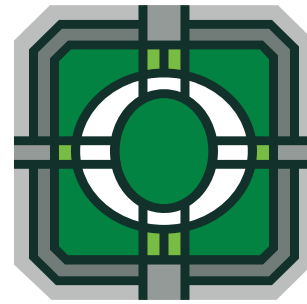
3-D rendering views of remodeled Board Room with material call-outs; and

Estimate of probable cost for budgeting purposes.

BUDGET IMPACT:

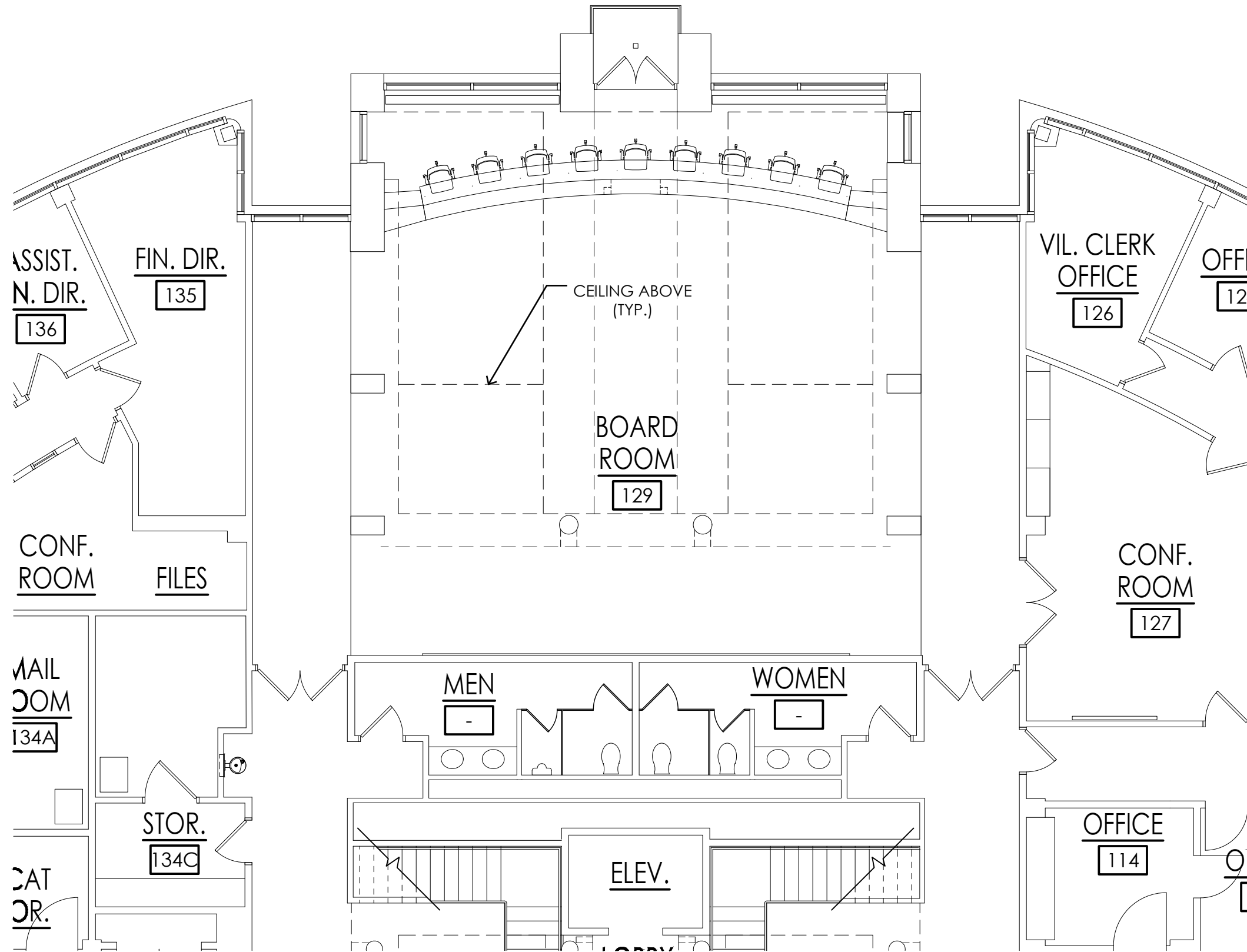
REQUESTED ACTION:

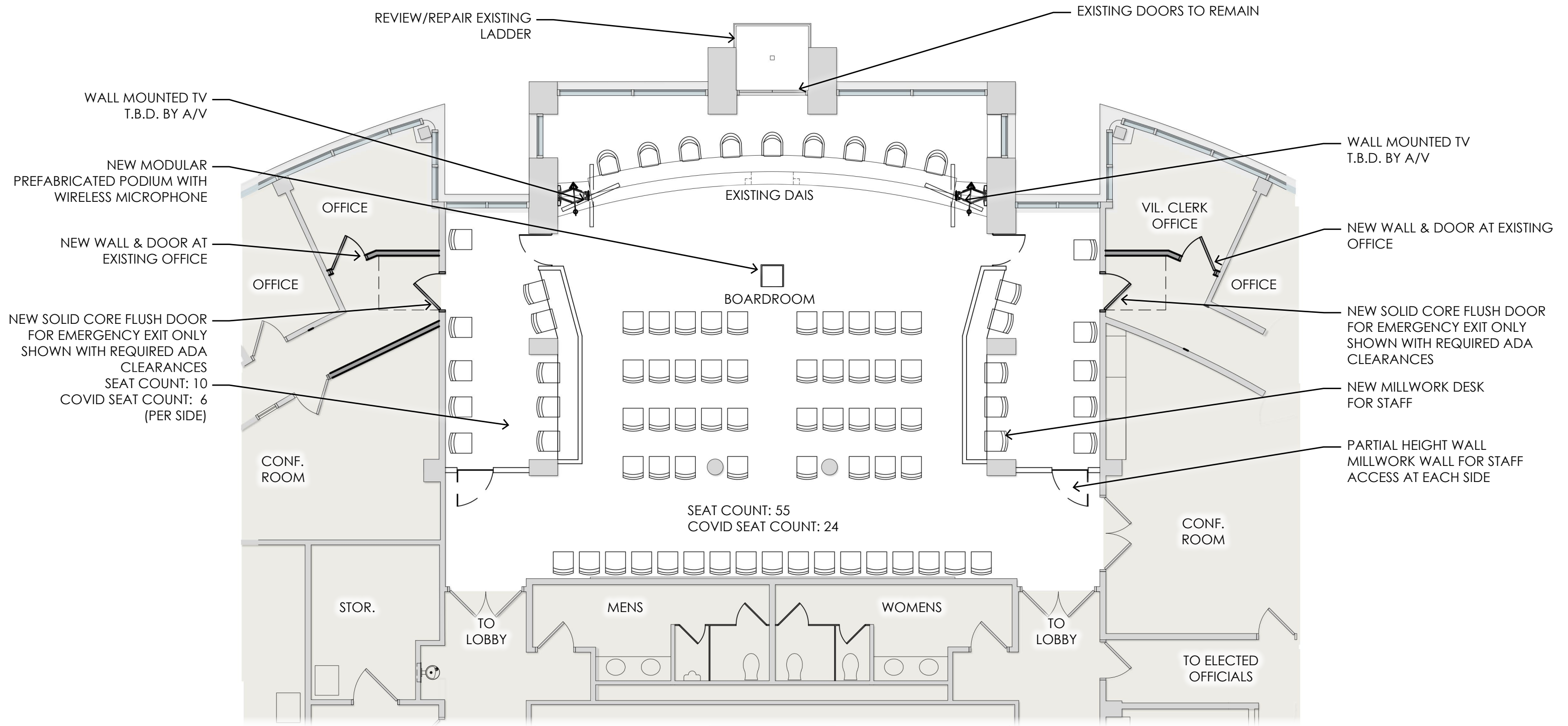
This item is for discussion only.

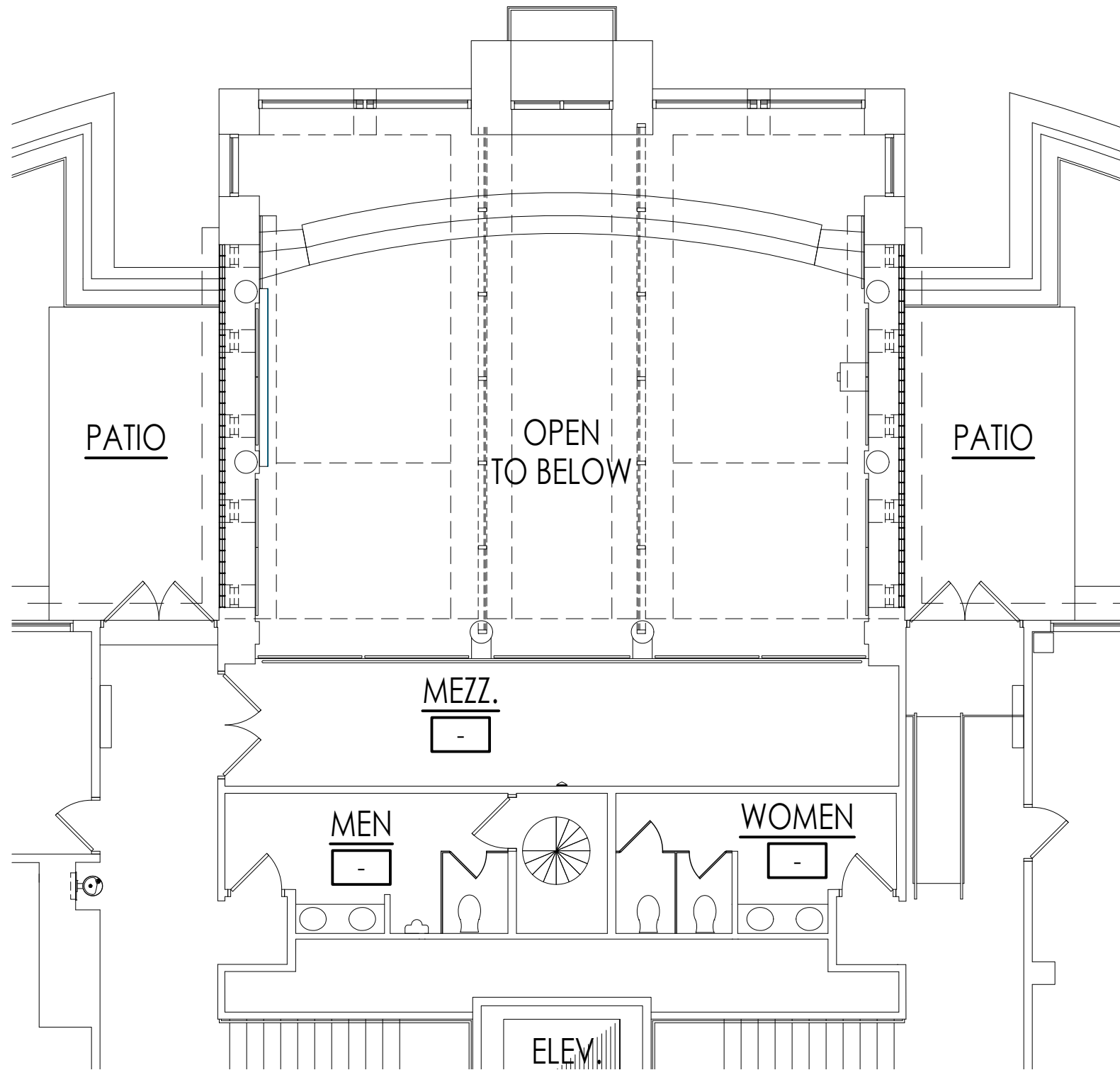


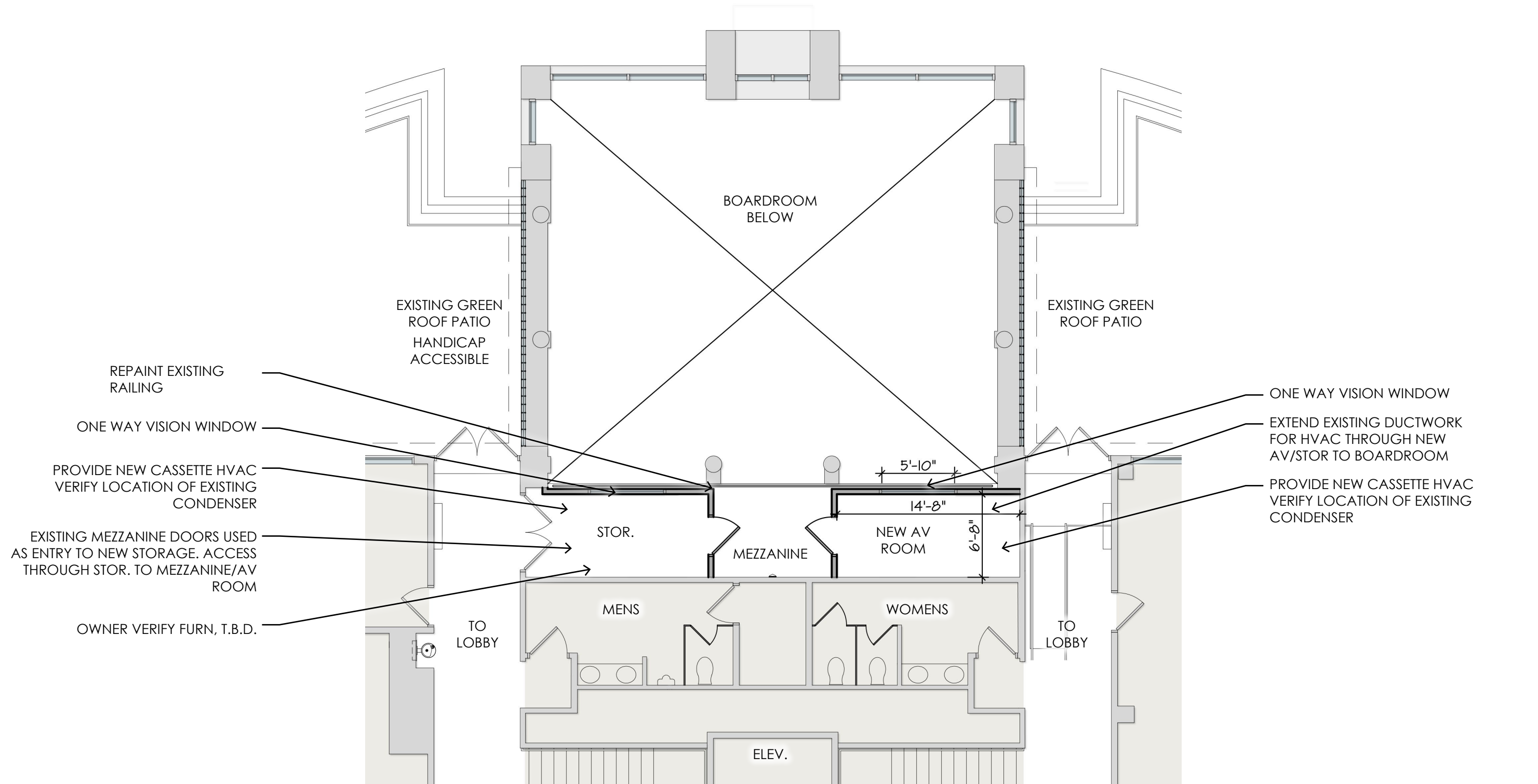
ORLAND PARK

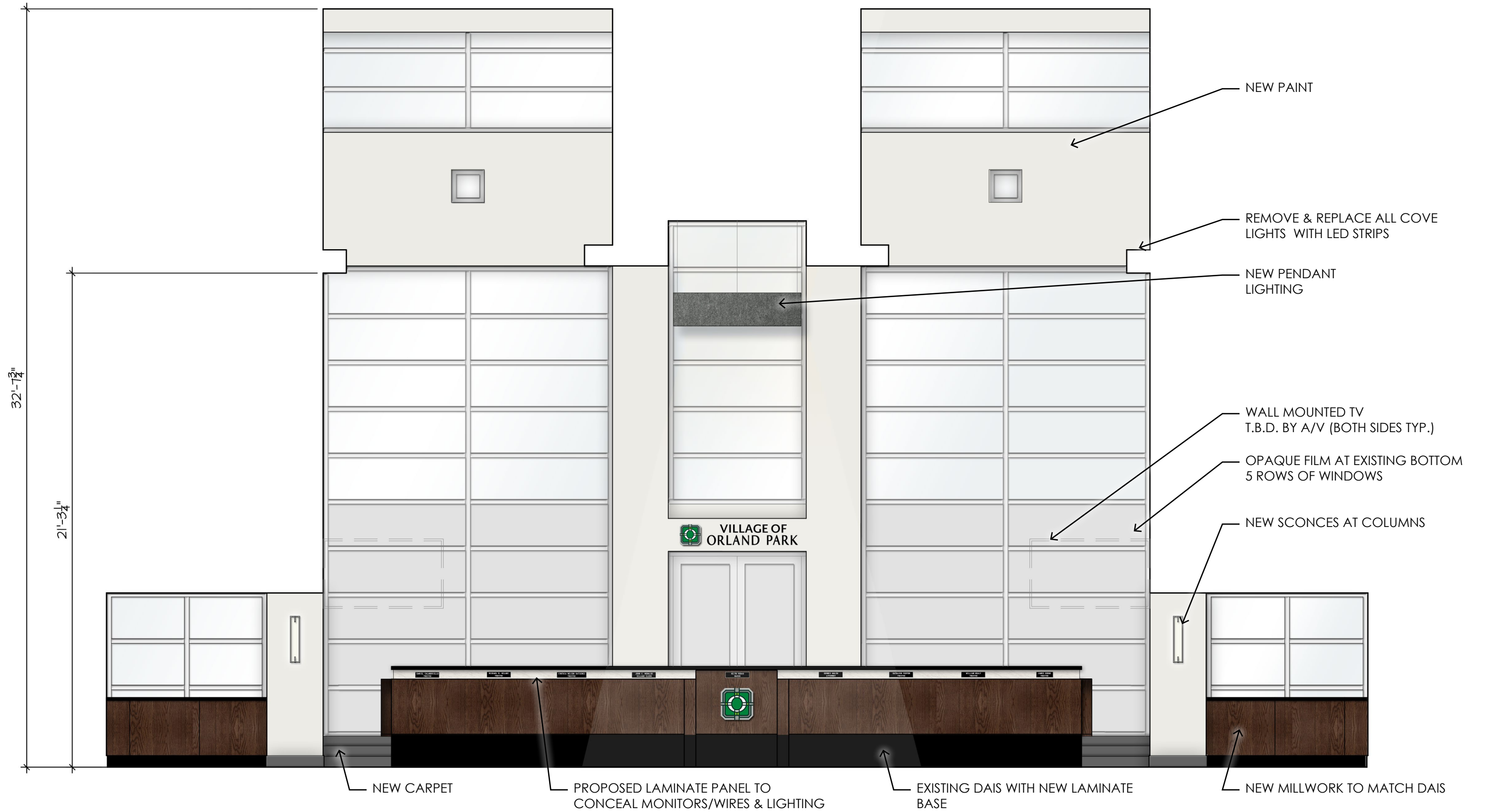
VILLAGE HALL BOARD ROOM REMODELING
PRELIMINARY DESIGN











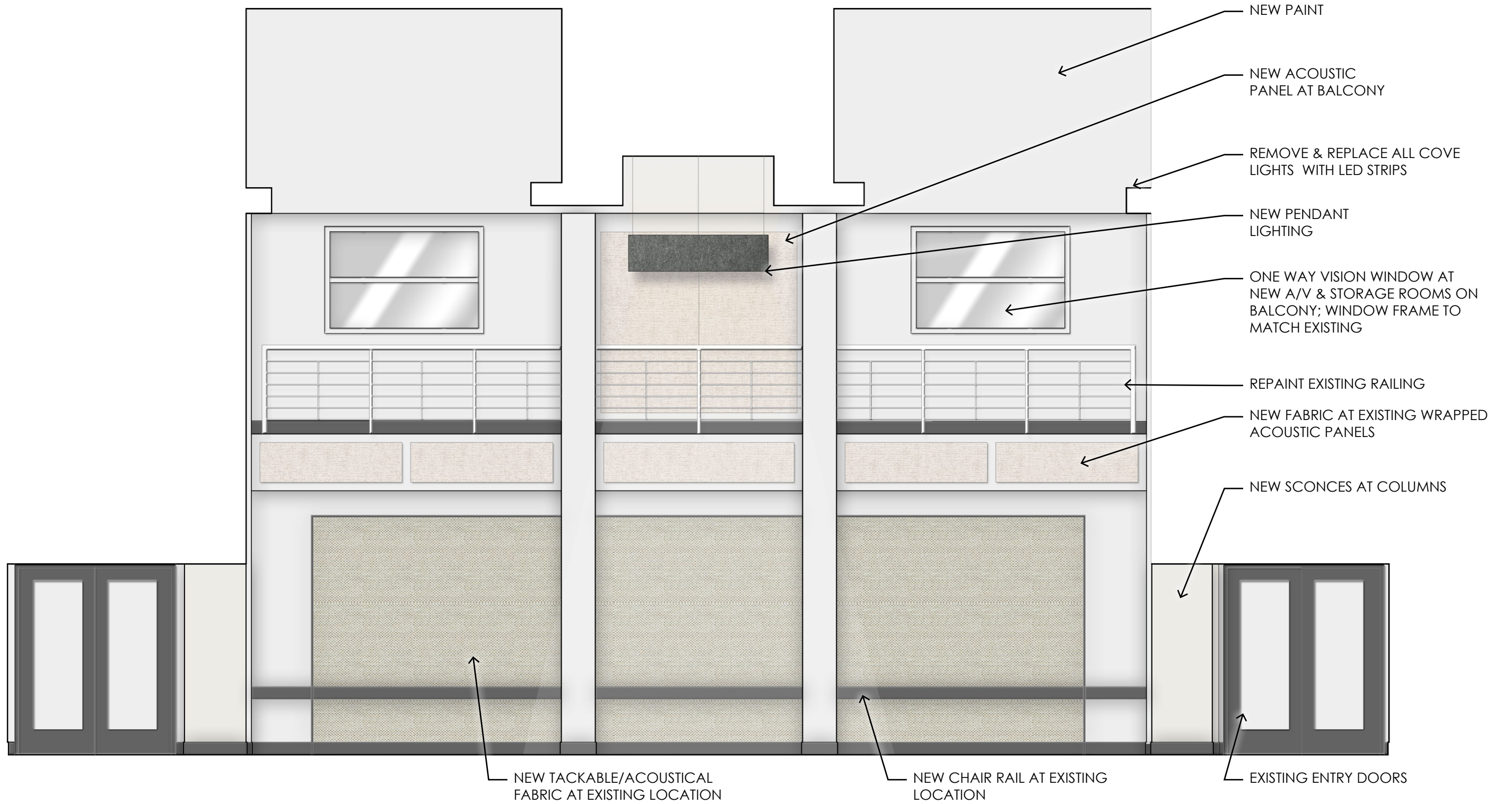
ORLAND PARK VILLAGE HALL

FRONT ELEVATION



ORLAND PARK VILLAGE HALL

SIDE ELEVATION



ORLAND PARK VILLAGE HALL

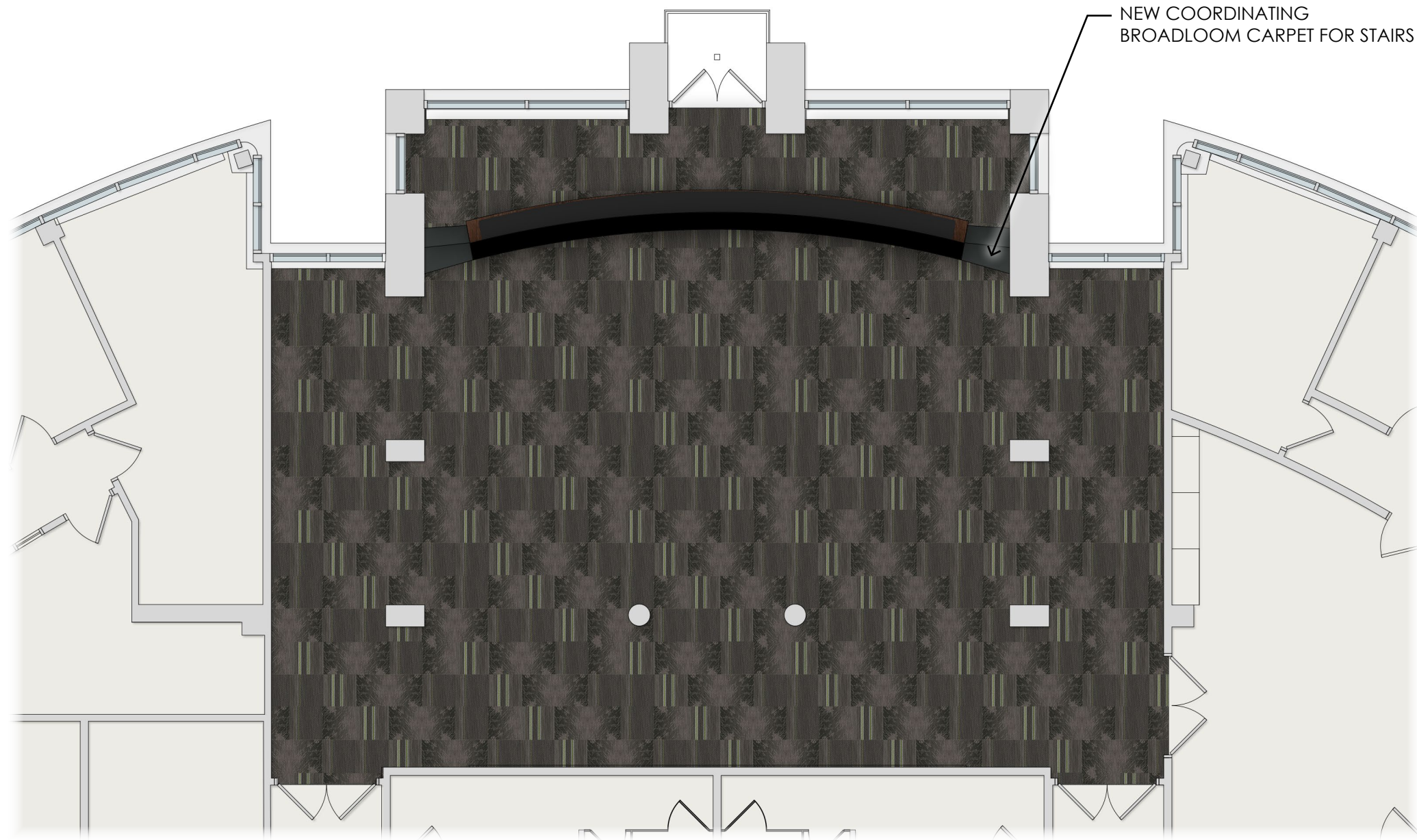
BALCONY ELEVATION



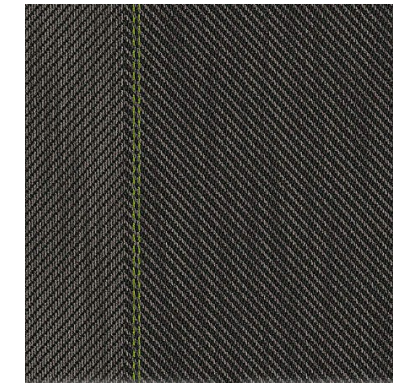
FREESTANDING PODIUM WITH NEW LOGO &
WIRELESS MICROPHONE (FRONT)



FREESTANDING PODIUM WITH WIRELESS
MICROPHONE (BACK)



NEW COORDINATING
BROADLOOM CARPET FOR STAIRS



CARPET TILE 1 - 1/3 RANDOM MIX



RUBBER BASE
COLOR: BURNT UMBER

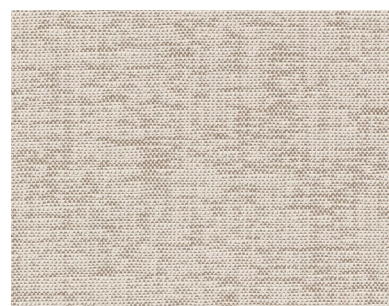


CARPET TILE 2 - 1/3 RANDOM MIX

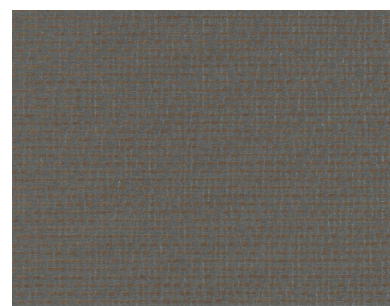


CARPET TILE 3 - 1/3 RANDOM MIX

1ST LEVEL: 1900 SF
2ND LEVEL: 225 SF



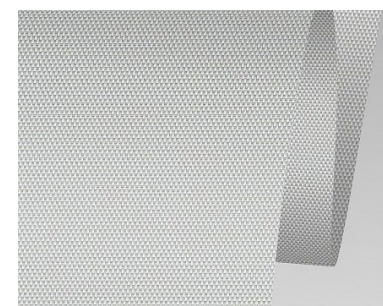
ACOUSTICAL PANEL FABRIC 1



ACOUSTICAL PANEL FABRIC 2



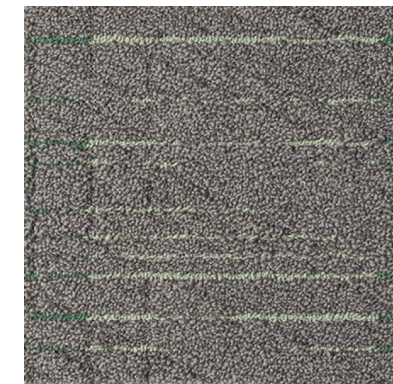
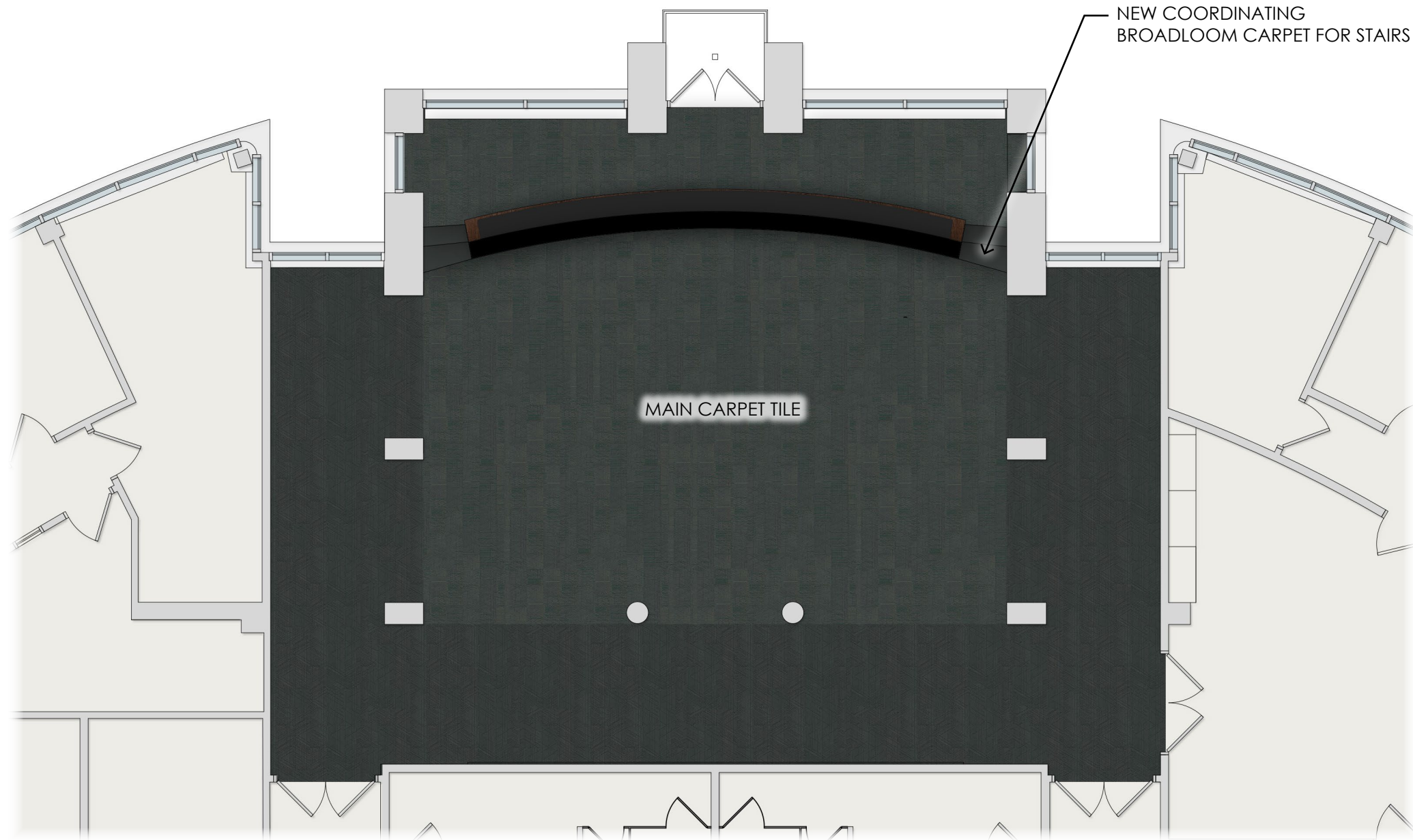
TACKABLE/ACOUSTICAL
PANEL FABRIC



ROLLERSHADE

ORLAND PARK VILLAGE HALL

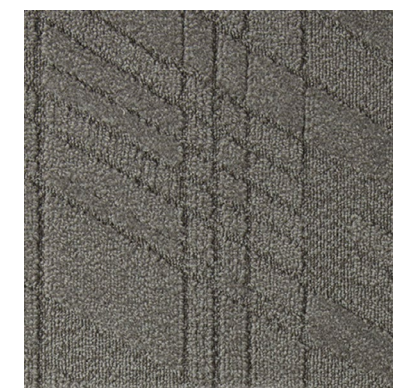
FINISH FLOOR PLAN - OPTION 1



MAIN CARPET TILE



RUBBER BASE
COLOR: BURNT UMBER

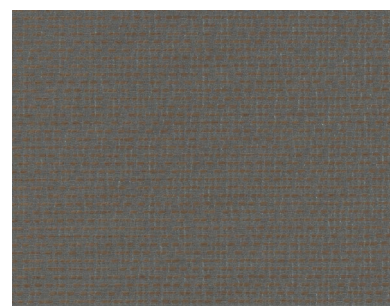


BORDER CARPET TILE

1ST LEVEL: 1900 SF
2ND LEVEL: 225 SF



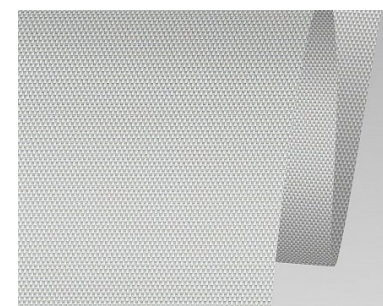
ACOUSTICAL PANEL FABRIC 1



ACOUSTICAL PANEL FABRIC 2



TACKABLE/ACOUSTICAL
PANEL FABRIC



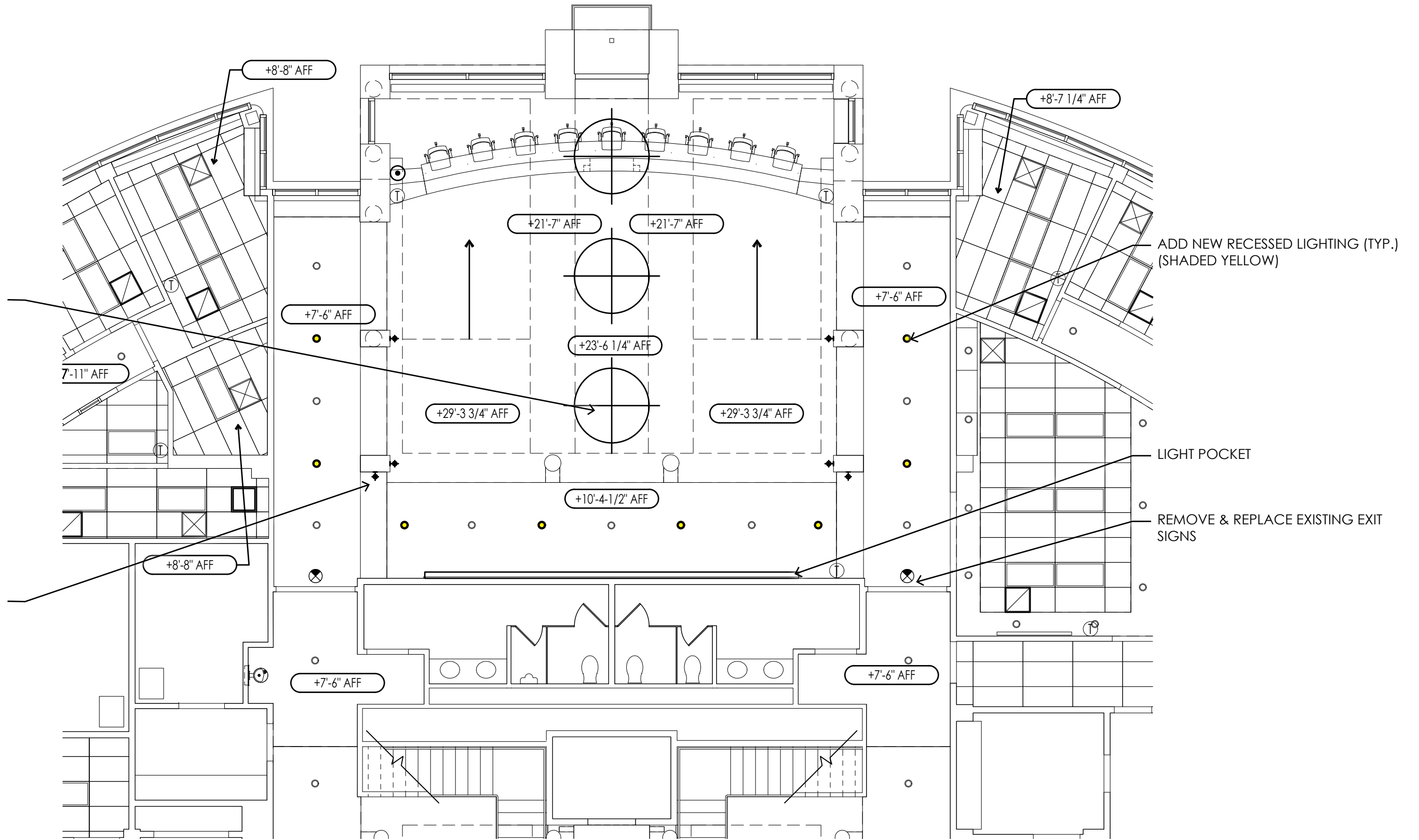
ROLLERSHADE



NEW PENDANTS AT EXISTING SOFFIT



NEW SCONCES AT COLUMNS

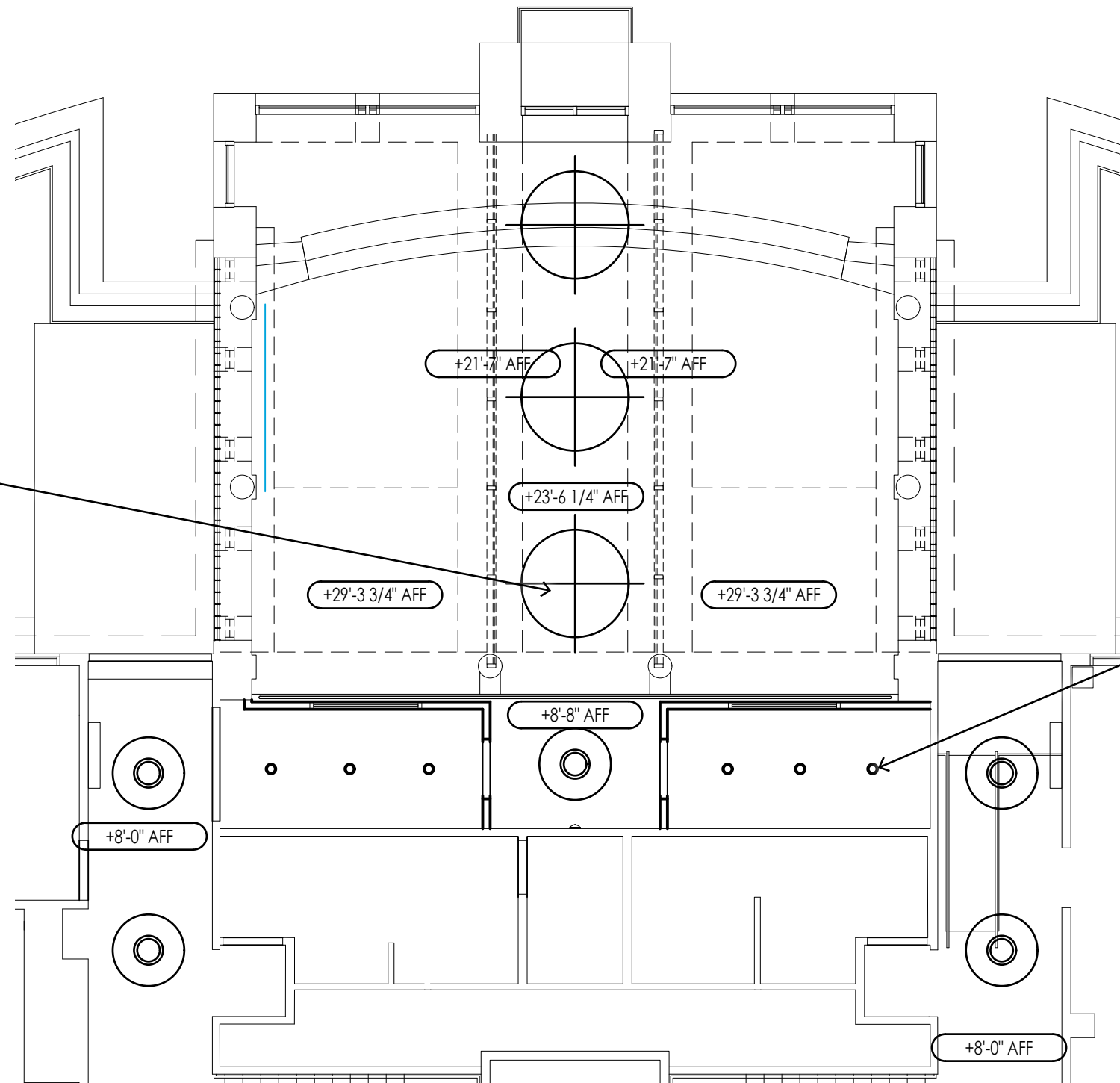


ORLAND PARK VILLAGE HALL

1ST FLOOR REFLECTED CEILING PLAN



NEW PENDANTS AT EXISTING SOFFIT



ADD NEW RECESSED LIGHTING (TYP.)

REQUEST FOR ACTION REPORT

File Number: **2020-0610**
Orig. Department: **Programs & Engineering Department**
File Name: **Tinley Creek Stabilization - September 2020 Update**

BACKGROUND:

In November of 2004, the Illinois State Legislature granted the Metropolitan Water Reclamation District (MWRD) of Greater Chicago the authority for general supervision of stormwater management in Cook County. The legislative act granting the authority required the preparation and adoption of a countywide stormwater management plan. In February of 2007, the MWRD's Board of Commissioners adopted the Cook County Stormwater Management Plan (CCSMP) by ordinance. The CCSMP was a high-level organizational plan and the first step in the development of the MWRD's countywide stormwater management program. Based on the CCSMP, the MWRD then studied each of the six watersheds in Cook County and developed Detailed Watershed Plans (DWP), which address regional stormwater problems in Cook County. The primary objectives of the DWPs were to document stormwater problem areas, evaluate existing watershed conditions using industry accepted hydrologic and hydraulic models, produce flow, stage, frequency, and duration information about flood events along regional waterways, and estimate damages associated with regional stormwater problems. The Cal-Sag DWP identified four potential projects within the Tinley Creek portion of the watershed. In 2010, feasibility/preliminary studies were prepared for each of the projects to determine the impact and benefits of the projects. Two of those projects are located in Orland Park and were selected for implementation based on the results of the preliminary analysis. Details for each project are provided below:

Project TICR-7 (Tinley Creek)

Description: Stabilize approximately 2,200 linear feet (LF) of Tinley Creek using a combination of retaining walls and bioengineering techniques. Estimated Construction Cost (2014 Dollars): \$1,437,510

Project TICR-8 (Tinley Creek)

Description: Stabilize approximately 1,803 LF of Tinley Creek using a combination of retaining walls and bioengineering techniques. Estimated Construction Cost (2014): \$2,303,411

In 2012, the Village met with the MWRD and their consultants to discuss the project scope including easements, utilities, timeframe, etc. At that time, construction was expected to take place in 2014 depending on the US Army Corps of Engineers permits and easement acquisition from the Orland Park property owners. The MWRD's position regarding easement acquisition is that they will not purchase the easements or compensate the property owners with any additional financial or non-financial benefits other than those provided by the project itself. The Village offered assistance related to obtaining the easements from property owners, addressing any easement infringement issues, and any other outstanding items related to easements. As of 2013, the design of the proposed improvements was virtually complete (approximately 98%), but the project has not moved forward due to a lack of cooperation from property owners in

obtaining the aforementioned easements.

The MWRD met with the Village on multiple occasions over the last several years to discuss the possibility of the Village taking over the project. The Village has expressed an interest in doing so; however, several concerns have been identified by the Village and are summarized below:

1. After the Village takes over the project, the maintenance costs of this project will be Village's responsibility. How and who will pay for the maintenance costs?
2. The design was prepared in 2014 based on topographical information collected much earlier. Substantial changes in the existing conditions of Tinley Creek have occurred since then. Additionally, several areas that were not included in the original design limits have deteriorated and should be included in the project. Many of the previously designed areas will require redesign and substantially more improvement than anticipated in 2014.
3. The funding allocation prepared by MWRD in 2014 to construct the project would be substantially less than that required in 2020, or future years, and additional funds would be needed for areas that were not originally included or those that have deteriorated since the original design.
4. There were 31 easements initially identified for the project by MWRD and to date, only 9 property owners have agreed and signed the easement documents. Based on the current design, the outstanding 22 easements would need to be secured, as well as any new easements identified through the addition of other portions of the creek. Additional easements and/or agreements may need to be secured for utilities.
5. The United States Army Corps of Engineers permits previously issued for the projects that will need to be re-established, re-issued, or re-applied for.

Update from May 28, 2020 Meeting with MWRD

The Village's engineering team and its consultant participated in a call with MWRD team on May 28, 2020. The following is a summary of this call:

- MWRD is willing to let the Village takeover the project and reimburse us for the design and construction costs.
- MWRD agreed that the Village's consultant should re-evaluate the project and update the previous technical memorandum and cost estimates.
- MWRD is willing to expand the project limits and pay for it if the expansion meets their design criteria, although this is subject to identified projects costs and MWRD's ability to budget for those costs.
- It is possible there may be a need to expand the project limits but the expansion may not meet MWRD's design criteria. In that case, the Village will make a decision if we pay for the expanded project limits. The intended advantage of this expansion would be to reduce future maintenance costs that would be Village's responsibility.

The staff is recommending that the Committee authorize the staff to negotiate with MWRD the details and costs of this creek stabilization project.

Update from August 13, 2020 Meeting and Tinley Creek Field Visit with MWRD

The Village's engineering team and its consultant revised the 2014 technical memorandum to evaluate the additional impact of six years on the creek erosion. Additionally, we evaluated if additional properties are impacted by the continued creek erosion. The evaluation shows additional erosion along the creek to the properties that were included in the 2014 design. Furthermore, 13 additional properties are impacted by the creek erosion. The planning level cost estimate for the updated project (total of 44 properties) is at \$5.95 million.

The Village's engineering team and its consultant met with MWRD representatives on August 13, 2020. The combined team also visited the major areas of concern along the creek. The following is a summary of this meeting and field visit:

- MWRD is still committed to the project. They updated their cost estimate from 2014 and the 2020 cost estimate is at \$3.7 million. They may add minor sections to the project if they meet MWRD's design requirements, and may pay for those additions as well. However, MWRD staff was hesitant to commit to the Village's updated project cost of \$5.95 million.
- MWRD stated, that the Village should consider paying for the additional properties or sections added to the project. At present, the estimated cost difference is \$2.25 million. The Village staff believes the actual cost difference would be below \$2 million after detail design and value engineering is completed.
- Staff needs direction about how to proceed with the \$2 million cost difference between the total estimated project cost and MWRD's funding.
- Staff also suggests establishing a Special Services Agreement (SSA) to pay for the maintenance of the improvements. Staff has estimated \$25,000 to \$50,000 will be needed annually to account for maintenance of the improvements covered under this project.
- The property owners still have to offer easements without compensation to complete this project under MWRD's parameters.

BUDGET IMPACT:

There are no immediate financial impacts related to this request.

REQUESTED ACTION:

No motion is needed at this time. This item is for discussion only.

REQUEST FOR ACTION REPORT

File Number: **2020-0618**
Orig. Department: **Development Services Department**
File Name: **Pocketed Annexation - Review of Unincorporated Property**

BACKGROUND:

In 2007, the Development Services Department conducted an analysis of unincorporated land within and adjacent to the Village’s boundaries. The goal of the study was to determine if there was value in annexing additional properties. The properties were evaluated on a set of criteria that included an analysis of existing conditions, including: available utilities, floodplain, floodway, access, existing topography, wetlands, property maintenance issues, and whether the property could be voluntarily or involuntarily annexed.

The Illinois Compiled Statutes set out numerous provisions that can be utilized to involuntarily annex adjoining properties. If any of these conditions are applicable, the Village can annex the qualifying property without the consent of the owner. However, if this takes place the Village cannot impose conditions on the property and must allow the current use to exist until such time that the property is redeveloped or changes use.

If an owner chooses to voluntarily annex, then the Village has the opportunity to impose specific conditions of annexation that would bring the property into compliance with current Village code requirements.

The Development Services Department recently reviewed the results of the previous annexation study to determine if there were properties still available for annexation that would benefit the Village. Properties were ranked based upon their priority and benefit to the Village. They are ranked as either high priority, medium priority or do not pursue.

High priority annexations include properties that are candidates for involuntary annexation which would also create a more unified boundary for the Village. Medium priority annexations would include areas that could be annexed, but would not necessarily provide significant benefit to the Village. This would include properties that may already be a part of ComEd right-of-way and are thus undevelopable. The do not pursue category identifies properties that could be annexed, but would bring with them specific issues that would cause the Village to expend additional resources in order to bring the properties into compliance. These do not pursue properties may also come with long-term maintenance costs.

The analysis removed those properties that were already annexed since 2007 Staff is seeking direction from the Committee of the Whole to pursue a full updated analysis. In addition to Development Services, this analysis would need to include cooperation with other Village departments (PW, Finance, Police, etc.) in order to determine the availability of utilities and the potential revenue increase from annexing the property.

After the analysis is completed, the Development Services Department will prepare reports for the Plan Commission and provide recommendations for the each of the listed properties. These properties will then be presented to the Village Board of Trustees to approve formal

recommendations and direct staff to pursue voluntary or involuntary annexation for each respective property.

BUDGET IMPACT:

REQUESTED ACTION:

I move to direct staff to analyze and update the 2007 annexation plan and present the findings to the Village of Orland Park Plan Commission for formal presentation and recommendation to the Village Board of Trustees.

47 118th Avenue South of 159th



47 RECOMMENDATION : Do not pursue.

Red Flag issues: Unique natural features,

This area IS NOT currently eligible for forced annexation. This is unlikely to change in the near future with Deluga Estates abutting to the north.

COMMENTS: Land has to develop to east or west to provide water and sewer service, Bobaks is nearby to the east. Preferred use is current large lot single family and open space. Approach Cook County to formulate plan for Spring Creek.



47 118th Avenue South of 159th



General Site Information	
P in Number	multiple
Address	multiple
Acreage	50 acres+-
Existing County Zoning	R3
Comprehensive Plan Designation	Residential
Existing Site Conditions	
Existing Use (Vacant or Built)	large lot residential
Watermain	
Sanitary Sewer	
Wetlands	some
Floodplains	yes
Floodways	yes
Creeks	yes
Other Water Features	pond
Tree Preservation	yes
Site Grading	
Existing Public Open Space	
Access	159th
Open Space Requirements	

#42 Wolf Road North of 151st Street



42 RECOMMENDATION : Neutral

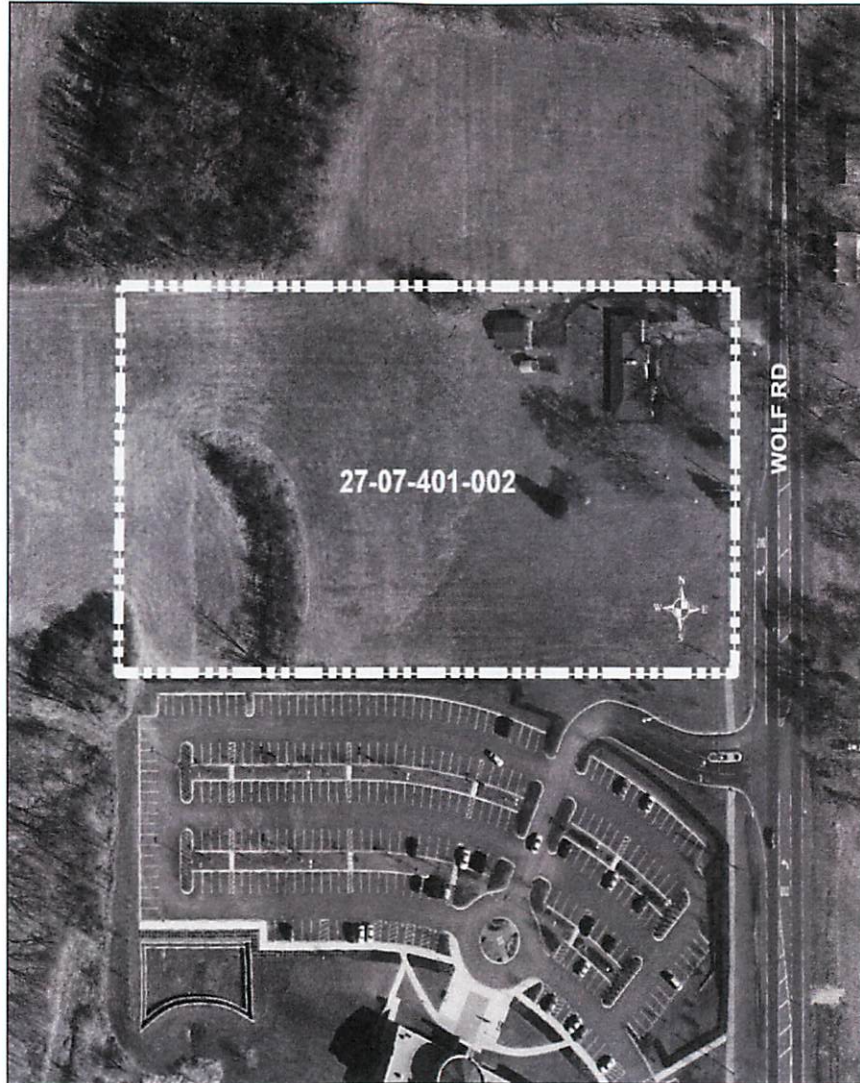
🚩 Red Flag issues: none

This area IS currently eligible for forced annexation

COMMENTS: Gallagher owns and will most likely annex & develop this area in future. St. Francis Church abuts to the west and south. A bike path is proposed along Wolf Road.



#42 Wolf Road North of 151st Street



General Site Information	
Pin Number	27-07-401-002
Address	Wolf Rd. N. of 151st St.
Acreage	4.7
Existing County Zoning	R4
Comprehensive Plan Designation	residential
Existing Site Conditions	
Existing Use (Vacant or Built)	built
Watermain	watermain accessible
Sanitary Sewer	sanitary sewer accessible
Wetlands	none
Floodplains	none
Floodways	none
Creeks	none
Other Water Features	none
Tree Preservation	no mature stands of trees
Site Grading	no significant topography
Existing Public Open Space	none
Access	accessible from Wolf Rd.
Open Space Requirements	none

#32 159th Street west of 77th Avenue



32 RECOMMENDATION: Annex high priority

 Red Flag issues: Infrastructure costs, potential commercial development, bad development threat

This area IS currently eligible for forced annexation. Tinley Park is across the street.

COMMENTS: This parcel abuts Ever Bloomin Thing. It would be difficult to service with sewer and would require individual lift station.



#32 159th Street West of 77th Avenue



General Site Information	
P in Number	27-13-302-015, 27-13-302-016, 27-13-302-017
Address	159th St. W. of 76th Ave.
Acreage	173
Existing County Zoning	R4
Comprehensive Plan Designation	residential/community intensity commercial/office
Existing Site Conditions	
Existing Use (Vacant or Built)	vacant/built
Watermain	watermain accessible from 159th St. and 77th Ave.
Sanitary Sewer	no sanitary sewer accessible
Wetlands	none
Floodplains	yes
Floodways	none
Creeks	none
Other Water Features	none
Tree Preservation	no mature stands of trees
Site Grading	no significant topography
Existing Public Open Space	none
Access	accessible from 159th Street
Open Space Requirements	none

DATE: September 8,
2020

REQUEST FOR ACTION REPORT

File Number:	2020-0557
Orig. Department:	Development Services Department
File Name:	Foreclosed Property Registration - Property Registration Champions

BACKGROUND:

During the last recession, the Village experienced heightened levels of residential and commercial foreclosure. This was also true for the entire country. There were so many foreclosed properties across the country that, oftentimes, the banks and property management companies responsible for maintaining these properties had a difficult time keeping properties in compliance with applicable property maintenance codes and ordinances. This creates a substantial nuisance for surrounding residents and can lead to reduction in property values.

Part of the challenge for enforcing these codes on foreclosed properties is getting in contact with the appropriate person to make sure the property is maintained. The item before the Village Board is consideration of an ordinance and subsequent agreement that would create a foreclosed property registration program for the Village.

The registration would be managed by Property Registration Champions, LLC. (Pro Champs). The ordinance requires that owners of foreclosed properties, or their designee to register the property with Pro Champs at a cost of \$300 on a bi-annual basis. The Village would receive \$200 and Pro Champs would receive \$100 for each registration. Pro Champs will provide a property registration website that banks and property management companies can utilize. Based upon current foreclosure information available, it is estimated that such a program could generate approximately \$80,000 annually for the Village to use to offset the costs of property maintenance enforcement.

After the foreclosures are identified and registered, Village Code Enforcement Staff will actively monitor these buildings to ensure they are being properly maintained. If there are violations that exist, this registry provides up to date and reliable contact information so that any issues can be quickly remediated.

In addition to assisting with the registration of new foreclosed properties, Pro Champs already maintains an extensive list of property contacts that can be used to identify the responsible party when a new foreclosure is discovered.

The foreclosed property registration is revenue positive for the Village, as there is no set up cost and the Village will collect 2/3 of the registration fee on a bi-annual basis. This revenue is then used to offset the costs of providing property maintenance inspections. As a result of the registration, the Village will have reliable contact information for all of these properties that could be shared with any other Village as well.

Pro Champs is used by Homer Glen, Tinley Park, and Orland Hills to register and manage foreclosed properties. These communities also utilize the same fee structure as outlined in the staff report.

BUDGET IMPACT:

REQUESTED ACTION:

I move to recommend to the Village Board to approve an ordinance creating a new chapter in the Orland Park Village Code entitled: "REGISTRATION OF FORECLOSING MORTGAGED PROPERTY"

And

Recommend to the Village Board to enter into agreement with Property Registration Champions, LLC. to manage foreclosed property registrations.

FORECLOSURE AND VACANT PROPERTY ORDINANCE
ORDINANCE NO. 2020- _____ VILLAGE OF ORLAND PARK, ILLINOIS

ORDINANCE 2020-

AN ORDINANCE, CREATING TITLE ##, CHAPTER ##, OF THE VILLAGE CODE OF ORLAND PARK TO BE ENTITLED, “REGISTRATION OF FORECLOSING MORTGAGED PROPERTY AND VACANT PROPERTY”; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

(RECITALS)

WHEREAS, the Village Board of Trustees desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the Village of Orland Park and maintain a high quality of life for the citizens of the Village through the maintenance of structures and properties in the Village; and

WHEREAS, the Board of Trustees recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the Village lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Board of Trustees has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Board of Trustees recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Board of Trustees has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety,

FORECLOSURE AND VACANT PROPERTY ORDINANCE
ORDINANCE NO. 2020- _____ VILLAGE OF ORLAND PARK, ILLINOIS

and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the Village to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

(RESOLUTION)

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE:

The Board of Trustees finds that the implementation of the following changes and additions will assist the Village in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing Village regulations and laws.

- (a) That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.
- (b) That the Board of Trustees does hereby amend the Village Codified Ordinances by creating Title ##, Chapter ## entitled “Registration of Foreclosing Mortgaged Property and Vacant Property” to read as follows.

***TITLE ##. CHAPTER ##. REGISTRATION OF FORECLOSING MORTGAGED
PROPERTY AND VACANT PROPERTY***

Sec. <ORD. CHAP>.<ORD. SEC> PURPOSE AND INTENT.

It is the purpose and intent of the Board of Trustees to establish a process to address the deterioration, crime, and decline in value of Village neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Village, and to identify, regulate, limit and reduce the number of these properties located within the Village. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Board of Trustees’ further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. <ORD. CHAP>.<ORD. SEC> DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

FORECLOSURE AND VACANT PROPERTY ORDINANCE
ORDINANCE NO. 2020- _____ VILLAGE OF ORLAND PARK, ILLINOIS

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Village to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as the assignee or owner.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village limits.

Registrable Property shall mean:

FORECLOSURE AND VACANT PROPERTY ORDINANCE
ORDINANCE NO. 2020- _____ VILLAGE OF ORLAND PARK, ILLINOIS

- (a) Any Real Property located in the Village, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a “foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed; or

Registry shall mean a web-based electronic database of searchable Real Property records, used by the Village to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the Village, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Village codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, ***and*** pool maintenance, **and snow-removal.**

Vacant shall mean any parcel of land in the Village that contains any building or structure that is not lawfully occupied.

Sec. <ORD. CHAP>.<ORD. SEC> APPLICABILITY AND JURISDICTION

This Chapter applies to Foreclosing, and Foreclosed property within the Village.

Sec. <ORD. CHAP>.<ORD. SEC> ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of Section ## the Village, or its designee, shall establish a registry cataloging each Registrable Property within the Village, containing the information required by this Chapter.

Sec. <ORD. CHAP>.<ORD. SEC> INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

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- (a) Any Mortgagee who holds a mortgage on Real Property located within the Village shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Village Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under a Foreclosure Action when legally possible. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of three hundred dollars (\$300) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of three hundred dollars (\$300) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Village's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties,

FORECLOSURE AND VACANT PROPERTY ORDINANCE
ORDINANCE NO. 2020- _____ VILLAGE OF ORLAND PARK, ILLINOIS

regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.

- (h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Village.
- (l) If any property is in violation of this Chapter the Village may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (m) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

Sec. <ORD. CHAP>.<ORD. SEC> INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE

- (a) Any Owner of Vacant property located within the Village shall within ten (10) days after the property becomes Vacant, register the Real Property with the Village Registry.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.

FORECLOSURE AND VACANT PROPERTY ORDINANCE
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- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of three hundred dollars (\$300) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of three hundred dollars (\$300) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Village's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.
- (d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.
- (e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.
- (f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Village.
- (h) If any property is in violation of this Chapter the Village may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (i) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

Sec. <ORD. CHAP>.<ORD. SEC> MAINTENANCE AND SECURITY REQUIREMENTS

Properties subject to this chapter are required to maintain the property in accordance with applicable Village Codes and Ordinances.

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Sec. <ORD. CHAP>.<ORD. SEC> PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Village from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Sec. <ORD. CHAP>.<ORD. SEC> PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Village.

Sec. <ORD. CHAP>.<ORD. SEC> ADDITIONAL AUTHORITY

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement, Board of Trustees or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the Village from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Orland Park Police Department, code enforcement, Board of Trustees or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the police, code enforcement, Board of Trustees or special magistrate may direct the Village to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- (d) If the Mortgagee or Owner does not reimburse the Village for the cost of temporarily securing the property, or of any abatement directed by the police, code enforcement officer, code enforcement, Board of Trustees or special magistrate, within thirty (30) days of the Village sending the Mortgagee or Owner the invoice then the Village may lien the property with such cost, along with an administrative fee of five hundred dollars (\$500.00) to

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recover the administrative personnel services. In addition to filing a lien the Village may pursue financial penalties against the Mortgagee or Owner.

- (e) The Village may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Village contract with for that purpose.

Sec. <ORD. CHAP>.<ORD. SEC> OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

Sec. <ORD. CHAP>.<ORD. SEC> IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the Village to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

Sec. <ORD. CHAP>.<ORD. SEC> PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

Sec. <ORD. CHAP>.<ORD. SEC> AMENDMENTS

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Board of Trustees.

Sec. <ORD. CHAP>.<ORD. SEC> SEVERABILITY

It is hereby declared to be the intention of the Village that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Sec. <ORD. CHAP>.<ORD. SEC> REPEALER

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

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Sec. <ORD. CHAP>.<ORD. SEC> CODIFICATION

It is the intention of the Board of Trustees, that the provisions of this Ordinance shall become and be made a part of the Village Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word “ordinance” may be changed to “section”, “chapter”, or such other appropriate word or phrase in order to accomplish such intentions.

Sec. <ORD. CHAP>.<ORD. SEC> EFFECTIVE DATE

This ordinance shall become effective immediately upon adoption.

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ___ day of _____, 20___ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“PRC”), and the Village of Orland Park, an Illinois municipal corporation, with an address at 14700 Ravinia Avenue, Orland Park, IL 60462 (“VILLAGE”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the VILLAGE; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the VILLAGE adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the VILLAGE desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the VILLAGE can properly address violations of the VILLAGE’s property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the VILLAGE; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the VILLAGE’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the VILLAGE, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

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- c. PRC will charge a fee ("Fee") as directed by the VILLAGE to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the VILLAGE. PRC shall forward payment of the VILLAGE's portion of the Fee to the VILLAGE's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the VILLAGE's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the VILLAGE pursuant to the monthly remittance schedule. All fees related shall be taken out of the VILLAGE's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the VILLAGE's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the VILLAGE's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the VILLAGE and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY VILLAGE.** VILLAGE shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by VILLAGE to timely respond to a public records request.

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
 - a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the VILLAGE in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. Key Policy Requirements
 - b. VILLAGE Ordinance No. _____,
entitled “ _____ ”,
dated: _____.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure VILLAGE the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the VILLAGE, and shall be provided to VILLAGE upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
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payment. Such records shall be subject to audit by the VILLAGE on reasonable advanced, written notice. The audit shall be conducted at the premises of the VILLAGE on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Keith Pekau, Village President
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462
Telephone No. (708)403-6100
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

11. **VILLAGE DATA.** VILLAGE acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the VILLAGE will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the VILLAGE. All registrations and fees received by the VILLAGE during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the VILLAGE is unable to provide the agreed upon digital file then the VILLAGE will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the VILLAGE agrees to compensate PRC five dollars (\$5.00) per property.
12. **ORDINANCE VIOLATION DATA.** Whenever the VILLAGE becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the VILLAGE shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include VILLAGE's name and general case study information within PRC's marketing materials and website.
14. **VILLAGE LOGO.** VILLAGE shall provide the VILLAGE's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the VILLAGE, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by VILLAGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and VILLAGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the VILLAGE within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the VILLAGE.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the VILLAGE and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

VILLAGE OF ORLAND PARK, ILLINOIS

Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit “A”

Key Policy Requirements

Foreclosure:
Ordinance No.

Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for any and all previous unpaid fees, fines, and penalties.
Effective Date for Registrations	

Vacant Private Owner:
Ordinance No.

Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Vacant/30 days/Private Owner
Renewal	6 months
Org Exemptions	N/A
Property Exemptions	Vacant Lots
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned