



VILLAGE OF ORLAND PARK

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

Meeting Agenda

Committee of the Whole

Village President Keith Pekau

Village Clerk Patrick R. O'Sullivan

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

Monday, June 7, 2021

6:00 PM

Village Hall

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES

[2021-0394](#) Approval of the May 17, 2021, Committee of the Whole Minutes

Attachments: [Draft Minutes](#)

D. ITEMS FOR SEPARATE ACTION

1. [2021-0336](#) Standardization of Street Name Signs

Attachments: [Sign Example](#)

2. [2021-0234](#) 2021 Land Development Code Amendments I

Attachments: [2021-0234 Exhibit B Redlined Code Amendment](#)

3. [2021-0167](#) Elevated Tank No. 7 Painting- Bid Award

Attachments: [ITB 21-029 Tabulation](#)
[Era-Valdivia Proposal](#)
[AGMT-CONTRACT \(Contractor\)](#)

4. [2021-0423](#) Agenda Initiative - BBQ Competition

Attachments: [BBQ Competition Agenda Initiative](#)
[Frankfort - Contestant Packet](#)
[Palos - Amateur BBQ Cook-off Rules 2021](#)
[Palos - BBQ Judging Application 2021](#)

E. NON-SCHEDULED CITIZENS & VISITORS

F. ADJOURNMENT

DATE: June 7, 2021

REQUEST FOR ACTION REPORT

File Number:	2021-0394
Orig. Department:	Village Clerk
File Name:	Approval of the May 17, 2021, Committee of the Whole Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of May 17, 2021.

VILLAGE OF ORLAND PARK

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Meeting Minutes

Monday, May 17, 2021

6:00 PM

Village Hall

Committee of the Whole

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

CALL TO ORDER/ROLL CALL

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

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

APPROVAL OF MINUTES

2021-0277 Approval of the April 5, 2021, Committee of the Whole Minutes

Approval of the April 5, 2021, Committee of the Whole Minutes

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of April 5, 2021.

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

Aye: 4 - President Pekau, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

Nay: 0

Abstain: 3 - Trustee Kampas, Trustee Riordan, and Trustee Radaszewski

ITEMS FOR SEPARATE ACTION

2021-0327 The Orland Park Police Department's Quarterly Awards Ceremony, Badge Pinning and the Swearing in of Recently Certified Police Officers and a Newly Promoted Sergeant

President Pekau and Police Chief Joseph Mitchell had opening comments. (refer to audio)

Dave O'Connor, the Chairman of the Board of Fire and Police Commission swore in newly promoted Sergeant William Sanchez along with four (4) new officers, Randy Cortino, Thomas Healy, Alexandra Laphen and Brendan Talley. (refer to audio)

Recently promoted Lieutenant Wayne Lee had his badge pinned on him by his wife (Sue). (refer to audio)

Police Chief Joseph Mitchell honored members of the Orland Park Police Department and community members for their heroic and selfless actions that took place from October of 2020 through March 31, 2021. (refer to audio)

NO ACTION

2020-0393 Mini Academy II - Development Petition for Subdivision, Map Amendment, Site Plan, Elevations, and Landscape Plan

The subject property is comprised of two (2) properties, both previously utilized by Sandbox Early Learning Center. Sandbox Early Learning Center, a day care facility, was approved by the Board of Trustees on April 1, 2002. The scope of the project included the demolition of the previously existing day care facility (approved in 1979) and the construction of a 5,250 square foot building to be used for both child and elder day care. The Sandbox Early Learning Center was demolished in 2020.

PROJECT DESCRIPTION & CONTEXT

The petitioner is proposing to rezone parcel number 27-09-402-043-0000 from R-3 Residential District to BIZ General Business District, consolidate the two (2) existing parcels (27-09-402-043-0000 and 27-09-402-014-0000) which were both utilized by the former day care facility into one (1) single lot, and construct a roughly 6,200 square foot day care facility.

The subject property is currently vacant with an existing parking lot. The site will be entirely redeveloped as part of this petition.

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

SITE PLAN

The proposed site plan includes a 6,200 square foot structure at the southwest corner of the property, a fenced in playground area north of the structure, and a volume control basin at the northwest corner of the property.

Parking is provided to the rear of the proposed building, spanning to the northeast corner of the property. A drive-aisle with a third lane for child pick-up and drop-off is provided to the east of the structure, providing access to the site from 151st Street. A garbage enclosure is proposed near the east property line, near the entrance of the parking lot.

The existing pedestrian sidewalk that runs east-west along 151st street will be slightly relocated to accommodate the project. Internal pedestrian sidewalks are proposed providing access from the larger 151st sidewalk system. The internal sidewalk system provides access to the main entrance of the building, the side classroom doors, the playground area, as well as the rear parking lot.

The proposed site plan is compliant with applicable setbacks, lot coverage and proposed aisle widths.

Director of Development Services Ed Lelo had comments. (refer to audio file)

The petitioner's engineer Paul Lipski presented the Board with information regarding this matter. (refer to audio)

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

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

President Pekau suggested to remove condition four (4) with regards to the preliminary site plan. (refer to audio)

Trustee Healy motioned, which was seconded by Trustee Riordan to amend the motion to remove condition four (4). All were in favor. (refer to audio)

I move to recommend to the Village Board of Trustees approval of the Rezoning, Plat of Subdivision, Site Plan, Landscape Plan, and Elevations for the Mini Academy II Development Petition located at 9970 West 151st Street, as recommended at the May 4, 2021, Plan Commission meeting and as fully referenced in the motion below.

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

I move to recommend to the Village Board of Trustees approval of the Rezoning of parcel number 27-09-402-043-0000 from R-3 Residential District to BIZ General Business District;

And,

I move to recommend to the Village Board of Trustees approval of the Plat of Subdivision titled "Mini Academy Consolidation", prepared by Haeger Engineering, dated November 20, 2020, last revised March 2, 2021;

And,

I move to recommend to the Village Board of Trustees approval of the Preliminary Site Plan titled "Preliminary Site Plan", prepared by Ridgeland Associates, Inc., dated April 8, 2021, subject to the following conditions:

1. Meet all building code requirements and final engineering requirements, including required permits from outside agencies.
2. All ground-based and roof-mounted mechanical equipment must be fully screened from view and shall meet the code requirements listed in Section 6-308.J.
3. Submit a sign permit application to the Development Services Department for separate review. Signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply.

And,

I move to recommend to the Village Board of Trustees approval of the Landscape Plan titled "Final Landscape Plan", Sheet L1.0, prepared by Joe Davito Design Inc., dated May 15, 2020, and revised March 1, 2021, subject to the same conditions as outlined in the Preliminary Site Plan motion and subject to the following condition:

1. Submit a final landscape plan meeting all Village Codes and all required supporting documentation addressing the outstanding landscape items in conjunction with the final engineering submittal;

And,

I move to recommend to the Village Board of Trustees approval of the Elevations titled "Proposed Elevations", prepared by Ridgeland Associates Inc., dated March 1, 2021, subject to the same conditions as outlined in the Preliminary Site Plan motion and subject to the following conditions:

1. All masonry must be of anchored veneer type masonry with a 2.625" minimum thickness.
2. Meet all building code requirements and final engineering requirements.

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

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

Nay: 0

2021-0366 Ordinance Authorizing Execution of a Boundary Agreement with The Village of Mokena

Article VII of the Constitution of the State of Illinois authorizes units of local government to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance, and the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contract for the performance of governmental services and activities. Furthermore, the Illinois Municipal Code authorizes corporate authorities of municipalities to agree upon boundaries for the exercise of their respective jurisdictions within the unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities.

In this regard, throughout 1997, the Village's of Orland Park and Mokena negotiated a Boundary Agreement regarding unincorporated territory lying between the boundaries of the respective municipalities. In that negotiation, it was contemplated that I-80 comprised a territorial division that was hard to overcome

with utilities, flood control, police, park, library and other municipal services. This line then provided a logical municipal boundary in order to plan effectively and efficiently for the growth and potential development between the two (2) communities and lends itself to the conservation of the available resources.

In October of 1997, both municipalities passed an ordinance adopting an Intergovernmental Agreement (“IGA”) setting their respective growth boundaries along the I-80 corridor, with Mokena to the south of that line, and Orland Park to the north of that line. At the time of the 1997 IGA, Mokena had already annexed some properties north of I-80 and west of Wolf Road. As part of that IGA, Mokena agreed to disconnect those approximately ten (10) acres from their corporate boundaries so that it could eventually be annexed to Orland Park. Staff has verified that this obligation has been completed by Mokena. The prior agreement also called for the Village of Orland Park to make a \$50,000 contribution to the Mokena Community Public Library District to offset future loss of revenue from the disconnection of the properties north of I-80. Staff has confirmed that this payment was previously made. Finally, the prior agreement established that the land use for the area north of Interstate Route 80, south of the Will County/Cook County Boundary line, extending between Wolf Road and U.S. Route 45/LaGrange Road to be limited to commercial, industrial and/or recreational uses only, without residential development of any kind, with one (1) exception for the Smith Crossing senior citizen housing development located at approximately 104th Avenue. It is also understood and agreed that Smith Crossing may elect to construct up to four (4) additional Villa Duplex units (8 units), consistent with those already approved and constructed along Emilie Lane, at the east end of its property, abutting its detention basin site.

The prior agreement was valid for a term of twenty (20) years, and therefore expired in late 2017. Staff has renegotiated a new IGA, consistent with the 1997 agreement, except that the aforementioned previously completed items have been removed from the updated version. No boundary or land use updates are proposed from the prior agreement. The proposed IGA is again proposed to run for the statutory limit of 20 years.

President Pekau had comments. (refer to audio)

I move to recommend to the Village Board to adopt an Ordinance entitled: AN ORDINANCE AUTHORIZING EXECUTION OF A BOUNDARY AGREEMENT WITH THE VILLAGE OF MOKENA.

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

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

Nay: 0

2021-0105 2021 Playground Renovations - Purchase and Installation

In 2020, seven (7) playgrounds were selected for renovation based on data outlined in the "2019 Village Park Assessment" and geographical location. The scope of the renovations included improvements to playgrounds, site amenities and ADA accessibility. Based on the available budget, renovations were targeted for only half of each playground at Bill Young, Cameno Real, Discovery, Pulte, Spring Creek, Estates Wedgewood Estates and Village Square Parks. Playgrounds are typically separated into two (2) areas based on age ranges, so this approach was taken primarily to allow for a portion of the playgrounds to remain open during construction for at least one of the designated age groups.

The FY2021 Public Works Department budget includes nearly twice the funding for playground renovations as in 2020. Similar to 2020, the selection of playgrounds to be renovated was based on assessment scores, geographical location and work previously initiated in 2020. As such, a total of nine (9) playgrounds were selected for renovation in 2021. In summary, the renovation of the second half of the playgrounds at Bill Young, Cameno Real, Discovery, Pulte, Spring Creek, Estates Wedgewood Estates and Village Square Park is proposed. As well as the complete renovation of the playgrounds at Cachey, Ishnala Woods and Marley Creek Parks.

The full scope of work includes new playground equipment, new engineered wood fiber (mulch), improve edge restraints, new site amenities and ADA improvements. A description of proposed playground improvements, and a map of the location of these parks, are provided as an attachment to this report.

Public Notification of Proposed Improvements

To notify residents of the proposed playground improvements, letters were sent to the 1,411 residents who live within 500 feet of the parks where improvements were proposed. Letters included general information about the proposed improvements, a link to the website where more detailed information was available and an invitation to the May 4, 2021 Recreation Advisory Board (RAB) meeting. Additionally, signs were placed at each park to notify residents of upcoming park improvements and to direct them to the Village's Park Improvement webpage.

At the RAB meeting on May 4, 2021, Public Works Staff presented all proposed playground, pavilion and stormwater improvement projects to the public and RAB members. Feedback regarding each improvement was requested from everyone in attendance. Two (2) options were provided for each proposed playground renovation. Ultimately, after hearing from residents, the RAB voted on each of the proposed playground options and a final recommendation was made for each park. The proposal described below, and attached for approval, reflects the playground selections voted on and recommended by the Recreation Advisory

Board.

Proposal

A co-op proposal from Landscape Structures Inc. for the purchase and installation of the aforementioned playground improvements is attached for review. The proposal was facilitated by Landscape Structures' local vendor, NuToys Leisure Products, which is the same process used for 2020 playground improvements.

The scope of the proposal includes: new playground equipment, professional playground installation, safety surfacing (mulch) removal and replacement, edge restraint (boarder) removal and replacement and the installation of ADA accessible access ramps per Village specifications. The proposal includes an 8% discount on playground equipment based on the co-op pricing offered via HGAC Buy Co-Op Contract PR11-20. The co-op discount is typically 6%, but because of the volume of equipment purchased the Village will receive an 8% discount. The proposed contractor site work has been competitively bid by NuToys and is based on prevailing wage rates.

To complete the proposed renovations, the Village would utilize Landscape Structures, Inc. as the general contractor to ensure the playground equipment, safety surfacing, and concrete work is installed correctly by Landscape Structures, Inc. certified local contractors. The Village would work closely with Landscape Structures' regional vendor, NuToys Leisure Products, on a day-to-day basis during the duration of the project. This is the same arrangement used by the Village in 2020, which provided an efficient and effective means of completing the scope of work. The procurement of equipment was completed on schedule and the installation of all work exceeded Staff's expectations for quality and attention to detail.

Landscape Structures Inc. has also used this type of co-op purchasing / installation services contract with several other local municipalities, including the City of Lake Forest, Arlington Heights School District, Buffalo Grove Park District, Algonquin School District #300, Niles Park District, West Aurora School District, Peoria Park District, and Naperville School District 203.

A Brief Overview of Playgrounds Village-wide

There are fifty-six (56) playgrounds spread across sixty-five (65) park and facility sites in the Village. According to the 2020 NRPA Agency Performance Review, which highlights characteristics of America's local public park agencies, a community with a population range between 50,000 to 99,999 has on average one (1) playground for every 3,859 residents. With a population of roughly 60,000, the Village of Orland Park fairs substantially better, with one (1) playground for every 1,090 residents.

The typical life span of a public playground is between 10-15 years. The average age of the Village's playgrounds is nineteen (19) years, which highlights the need

for a continued and concerted effort to renovate our playgrounds. It should be noted that while some Village playgrounds have surpassed their average life span, Village playgrounds are maintained to the highest possible safety standards. A Certified Playground Safety Inspector (CPSI) from the Public Works Department inspects and reports on each playground on a monthly basis. Hazards and other issues are addressed immediately.

The Public Works Department currently employs two (2) Certified Playground Safety Inspectors (CPSI). Upon completion of work at each playground, a Village CPSI will audit all work to ensure compliance with manufacturer requirements and national playground standards. Once approved by the CPSIs, playgrounds would be opened to the public for all to enjoy.

Public Works Director Joel Van Essen provided an overview of the renovations to take place. (refer to audio)

President Pekau had comments. (refer to audio)

Trustee Healy and Trustee Radasweski had questions. (refer to audio)

Director Van Essen and President Peakau responded to their questions. (refer to audio)

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

I move to recommend to the Village Board of Trustees to use HGAC Buy Co-Op contract PR11-20;

And,

Approve the proposal titled "Orland Park Playground Renovations 2021" dated May 10, 2021, for the purchase and installation of playground equipment and associated site work to Landscape Structures Inc. for an amount not to exceed \$896,234.85 (\$853,557.00 plus a 5% contingency of \$42,677.85).

And,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

And,

Allow the Village Manager to approve change orders not to exceed the contingency amount.

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

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

Nay: 0

2021-0383 2021 ICON Pavilion Purchase

The FY2021 Public Works Department budget includes funding for the purchase and installation of park pavilions. Pavilions provide a place in the shade for residents to congregate, watch their children play, or enjoy lunch. Park pavilions are typically located in close proximity to a playground. The Village currently has forty-five (45) pavilions located throughout the Parks system.

A total of five (5) pavilions are proposed for installation in 2021. Outdated pavilions at Heritage, Spring Creek, Colonial and Cachey Parks will be replaced. Sunny Pine Park, which does not currently have a pavilion, will also receive a new pavilion.

The proposed pavilions would be purchased via the GoodBuy Purchasing Cooperative, which provides a 10% discount on pavilion costs. Details regarding each pavilion have been provided below.

Sunny Pine, Heritage, Spring Creek and Colonial Park Pavilions:

The pavilions planned for Sunny Pine, Heritage, Spring Creek and Colonial Parks are standard 20' x 20' shelters, which is the same model of pavilion that has been installed in recent years at numerous parks (Discovery, Village Square, Parkview, Wlodarski, Laurel Hills, Brentwood and Centennial Parks for example). The pavilions are square in shape, with a pre-cut multi-rib metal roof over steel frame. For uniformity with prior installations, the frame color will be beige and the roof will be green. Each pavilion will have a concrete foundation on which picnic tables will be placed.

Cachey Park Pavilion:

The pavilion planned for Cachey Park will be slightly different than those previously described. This pavilion will utilize the posts/beams that were incorrectly sized by ICON for the Sterling Ridge Park project in 2020. These post/beams are currently located at Public Works. A new, multi-rib metal roof will be fabricated by ICON to match the framework that was incorrectly fabricated for Sterling Ridge Park at no cost. Due to the fact that ICON made a fabrication error when making the Sterling Ridge Park pavilion in 2020, Cachey Park will receive a higher quality, custom pavilion for the price of a standard pavilion. The new roof panels for the pavilion will be provided free of charge. For uniformity with prior installations, the frame color will be beige and the roof will be green. The pavilion will also have a

concrete foundation with picnic tables.

Public Notification of Proposed Improvements:

To notify residents of the proposed park improvements, letters were sent to the 1,411 residents who live within 500 feet of the parks where improvements were proposed. Letters included general information about the proposed improvements, a link to the website where more detailed information was available, and an invitation to the May 4, 2021 Recreation Advisory Board (RAB) meeting. Additionally, signs were placed at each park to notify residents of upcoming park improvements and to direct them to the Village's Park Improvement webpage.

At the RAB meeting on May 4, 2021, Public Works Staff presented all proposed playground, pavilion and stormwater improvement projects to the public and RAB member. Feedback regarding each improvement was requested from those residents in attendance. The proposed pavilions were recommended by the Recreation Advisory Board.

Proposal:

A co-op proposal for the pavilions described above was provided by Parkreation Inc, of Prospect Heights, IL, who is the local vendor for ICON Shelters. Pricing of the pavilions is based according to Good Buy Contract # 21-22-9B0000 Addendum # 2. The proposal cost includes stamped engineering drawings and delivery costs. The total proposal cost is \$68,856.00. Once delivered, staff from the Natural Resources and Facilities Division of the Public Works Department will complete the necessary site work and install the pavilions.

As such, staff recommends awarding the purchase and delivery of park pavilions as described above to Parkreation Inc, of Prospect Heights, IL via the Good Buy contract # 21-22-9B0000 Addendum # 2.

President Pekau had questions. (refer to audio)

Director of Public Works Joel Van Essen responded to President Pekau. (refer to audio)

I move to recommend to use Good Buy contract # 21-22-9B0000 Addendum # 2;

And,

Approve the proposal submitted by Parkreation Inc, of Prospect Heights, IL via Good Buy contract # 21-22-9B0000 Addendum # 2 for the purchase and delivery of ICON park pavilions for an amount not to exceed \$66,856.00;

And,

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

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

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

Nay: 0

ADJOURNMENT: 6:56 P.M.

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

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

Nay: 0

2021-0390 Audio Recording for the May 17, 2021, Committee of the Whole Meeting

NO ACTION

/AS

Respectfully Submitted,

Patrick R. O'Sullivan, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2021-0336
Orig. Department:	Public Works Department
File Name:	Standardization of Street Name Signs

BACKGROUND:

Traffic signs provide important information to drivers at all times, both day and night. Their visibility must be maintained to be effective. The Manual of Uniform Traffic Control Devices (MUTCD) requires that agencies maintain traffic signs to a minimum level of retroreflectivity, meaning nighttime sign visibility. Assessment can be performed in various methods such as a visual nighttime inspection, using a retroreflectometer, blanket replacement, and sign life cycle replacement.

Therefore, a Village wide street sign replacement program was created to ensure that all traffic control signs meet retroreflectivity standards. Signage must remain legible when viewed from a moving vehicle under normal day and night driving conditions by not excessively fading, discoloring, cracking, peeling, or blistering. 3M Diamond Grade Reflective Sheeting Series 4000 meets this requirement and has a 12-year warranty. By staying within the manufacturer's warranty period the Village can avoid the requirement to test for retroreflectivity. The Village has been divided up into 12 areas and year one of this program is currently underway.

Additionally, the MUTCD requires that street names signs have minimum letter heights. The Village currently manufactures and installs street name signs with black letters on a white background. Private street name signs consist of white letters on a green background. Standardizing street name signs is also included in the project and consists of black letters on a white background for all areas outside of the historic district. The historic district will have white letters on a black background. All signs will have the Orland Park Gem on them as well. Examples of the new street signs will be presented at the Committee of the Whole Meeting.

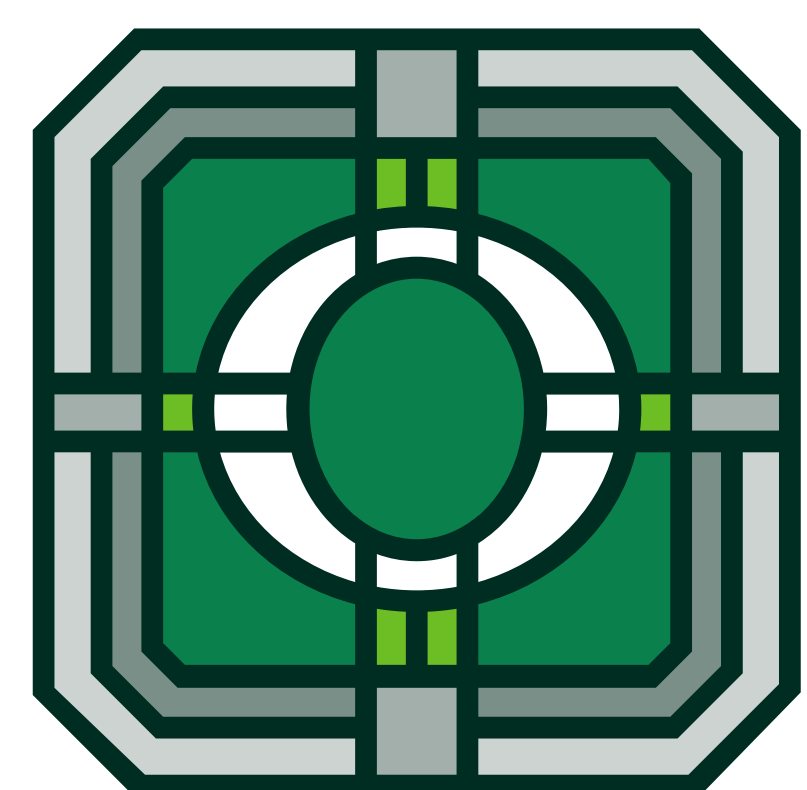
BUDGET IMPACT:

REQUESTED ACTION:

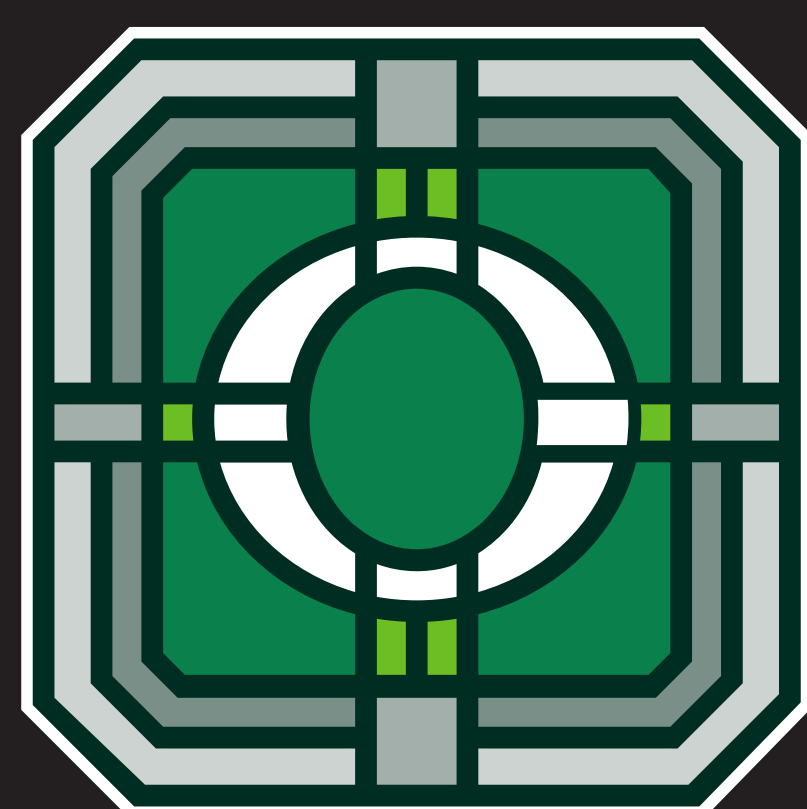
For discussion only.

2" Futura Med Letters
4" Futura Med Letters
Upper & Lower Case Letters

4" Logo



Ravinia Ave



Beacon Ave

REQUEST FOR ACTION REPORT

File Number: **2021-0234**
Orig. Department: **Development Services Department**
File Name: **2021 Land Development Code Amendments I**

BACKGROUND:

QUICKFACTS

Project

2021 Land Development Code Amendments I

Petitioner

Development Services Department

Purpose

The purpose of these amendments is to update and clarify Section 5-101 of the Land Development Code pertaining to development review procedures.

Requested Actions: Land Development Code Amendment

Topic

Update to Development Review Procedures
Minor Clarifications to Previously Approved Land Development Code Amendments

Project Attributes (Section to be Amended)

Section 5-101 Development Review Procedures

OVERVIEW AND BACKGROUND

The proposed amendment to the Land Development Code would allow preliminary plans for specified petitions to proceed directly from a unanimous Plan Commission approval to final plan preparation rather than the current process that requires Committee of the Whole and/or Board of Trustees review of said preliminary plans. The proposed change is limited to development approvals that require a Plan Commission public hearing and Board of Trustees approval.

The Amendment Report, titled "2021 Land Development Code Amendments I", summarizes the proposed amendment. The Amendment Report contains the full narrative explanation for the amendment, and the Exhibits include a redlined version of the Code amendment. Language with a strike-out (~~strike-out~~) indicates elimination from the Code and language that is in red indicates proposed addition to the Code.

DETAILED DISCUSSION - PLAN COMMISSION

The Plan Commission held a public hearing for this amendment at its April 20, 2021 meeting. The Commission was unanimous in its support for the amendment.

Chairman Parisi stated that he was glad to see the process be streamlined a bit. Vice Chairman

Schussler concurred and expounded on the need to seek opportunities to reduce the time necessary for a development to go through the public review process. In response to questions from Commissioner Zaatar, staff clarified the role of the Committee of the Whole.

There were no public comments regarding this amendment.

PLAN COMMISSION MOTION

On April 20, 2021, the Plan Commission voted unanimously (7-0) to recommend to the Village Board of Trustees to approve the Land Development Code amendment for Section 5-101 as prepared by the Development Services Department in a staff report to the Plan Commission dated April 15, 2021.

BUDGET IMPACT:

REQUESTED ACTION:

I move to recommend to the Village Board to adopt an Ordinance entitled “An Ordinance Amending Article 5 of the Village of Orland Park Land Development Code, as Amended” and as fully referenced below:

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

I move to recommend to the Village Board to adopt an Ordinance entitled “An Ordinance Amending Article 5 of the Village of Orland Park Land Development Code, as Amended”, prepared by the Development Services Department and dated April 15, 2021.

EXHIBIT B

REDLINED VERSION OF PROPOSED CODE AMENDMENTS

ARTICLE 5:
DEVELOPMENT PROCEDURES, REQUIREMENTS AND REGULATIONS

SECTION 5-101. DEVELOPMENT REVIEW PROCEDURES

A. **Due Process**

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.
2. **Organization.** The organization of this section is laid out in a manner that reflects the process of development review beginning with the determination of the type of review required, the review sequences, the review procedures, and finally the role of the Development Services Department. This section informs the public, the petitioner, the government agent, and the elected and appointed officials of the procedures of the Village of Orland Park for development review. It also simultaneously guides them through the decision-making process and acts as a map for development review in the Village of Orland Park.
3. **General Process.** ~~There are three distinct development review processes general direction for moving through the decision-making process for development is shown below. For a~~ which are outlined in ~~flow chart of the decision-making process see Chart 5-101.A(A) at the end of this section. The three processes are summarized as follows:~~
 - a. Development Requiring Plan Commission and Board of Trustees Review:
 - i. Pre-application ~~Conference~~ Review with Village Staff: ➔
 - ii. Filing of Application and Scheduling Plan Commission Public Hearing
 - iii. Plan Commission Review and Recommendation
 - iv. Committee of the Whole and/or Board of Trustees Review
 - v. Final Plan Preparation and Staff Review
 - vi. Committee of the Whole Review
 - ~~i.vii. Departmental Review ➔ Plan Commission ➔ Committee of the Whole ➔ Board of Trustees~~ Review and Decision; OR
 - b. Development Requiring ~~b. Administrative Review:~~
 - i. Departmental Review and Decision ➔
 - ii. ~~Board of Trustees~~ Plan Commission (if appeal is filed); OR
 - c. Development Requiring ~~c. Hearing Officers Review (Variances):~~
 - i. ~~Departmental~~ Pre-Application Review with Village Staff ➔

Commented [DP1]: SECTION 5-101.A.3: This paragraph outlines the general development review process. The changes in this paragraph, along with the flow chart, are the primary substance of this draft amendment.

ii. Filling of Application and Scheduling Hearing Officer Public Hearing

iii. Hearing Officer(s) → Review and Decision

iii.iv. Board of Trustees (if needed appeal is filed).

4. Appearance before Committee of the Whole. In the case where a project petition has received a unanimous recommendation from the Plan Commission, and at the discretion of the Director of the Development Services Department, the requirement to appear before the Committee of the Whole and the Board of Trustees prior to final plan preparation and staff review may be waived, therefore permitting such project to proceed directly to appear before the Board of Trustees. All development agreements shall appear before the Committee of the Whole in accordance with Section 5-112.H.17. (Ord. 4940 – 11/3/14) final plan preparation and staff review. In such cases where a petition has not received a unanimous recommendation for approval from the Plan Commission, the petition shall proceed from the Plan Commission to the Committee of the Whole. The Committee of the Whole shall then determine if the application should proceed to final plan preparation and review, be forwarded to the Board of Trustees, or be remanded to the Plan Commission for further consideration

Commented [DP2]: SECTION 5-101.A-4: This section currently gives staff the discretion to take a unanimous approval from the Plan Commission directly to the Board, skipping the Committee of the Whole. The update revises this text to skip both the Board of Trustees and the Committee of the Whole when there is a unanimous approval from the Plan Commission. The petition would not go to the Committee of the Whole or the Board of Trustees until after final plans are reviewed and approved by staff.

B. Petitions, Applicability, and Plan Review

1. Petitions. All development and redevelopment in the Village of Orland Park requires the submittal of a petition or application to the Development Services Department for the purpose of establishing a public record and beginning the process for the Departmental Review. Petition/Application forms are obtained from the Development Services Department in Village Hall. For more information on the role of the Development Services Department see Section 5-101.K. In the instance that this Code requires certain distances within a regulation, the measurements shall be made to the property line, unless the measurement is defined otherwise within such regulation or unless interpreted differently by Staff based on the intent of the regulation. (Amd. Ord. 5312 - 7/16/18)
2. Applicability. There are two public review processes in the Village of Orland Park for petitions: a public meeting with a public hearing and a public meeting without a public hearing. The following subsections outline which petitions go to public hearings and which go to public meetings respectively for each body. Petitions listed under Plan Commission, for example, begin at Plan Commission and move through the general process. Petitions listed under Board of Trustees begin and end at the Board of Trustees and so on. In all cases, petitions are reviewed and processed by the Development Services Department. The administrative decision petitions are also outlined below.
 - a. Public Hearing. Public hearings require a published public notice and are held at public meetings. At a public hearing, the public can attend to provide testimony and view details regarding development review before the appropriate official body.

1. A public hearing at Plan Commission shall be required for applications regarding:
 - Special Uses;
 - Special Use Amendments;
 - Variances (except as in 5 below);
 - Rezoning/ Map Amendments;
 - Subdivision Review (with the exception of non-residential lot consolidations);
 - Designation of Historic and/or Architectural Landmarks;
 - Amending the Local Register of Significant Places (LRSP) and the Natural Heritage Sites (NHS) lists in Section 5-110;
 - Certificates of Appropriateness with major changes to any structures in the Old Orland Historic District per Section 6-209 or for historic/architectural landmarks per Section 5-110; and
 - Certificates of Appropriateness for Demolition for contributing structures of the Old Orland Historic District per Section 6-209 or for historic/architectural landmarks per Section 5-110.
 2. A public hearing at Plan Commission is required when the Development Services Department or any other Village agency or department, developer or resident petitions for:
 - Comprehensive Plan Amendments; and
 - Land Development Code Text Amendments.
 3. A public hearing before the Board of Trustees is required for:
 - Annexation Agreements.
 4. All public hearings pertaining to land development take place before the Plan Commission with the exception of annexation agreements, variances affecting one (1) single family residential dwelling, and variances affecting multi-family residential dwellings of fewer than six (6) units.
 5. A public hearing before the Hearing Officer(s) is required for:
 - Variance petitions affecting one (1) single family residential dwelling;
 - Variance petitions affecting multi-family residential dwellings of fewer than six (6) units.
- b. **Public Meeting.** A published public notice is not required in order to hold a public meeting, although the requirements of the Illinois Open Meetings Act must be met. Public meetings are held at Plan Commission, at the Committee of the Whole, and at the Board of Trustees. The public can attend public meetings but are not guaranteed the opportunity to provide testimony regarding development review.

1. A public meeting at Plan Commission is required for applications regarding:
 - Site Plan Review;
 - Building Elevations; and
 - Appeals of Administrative Decisions.
 2. A public meeting by the Board of Trustees is required for:
 - Plats of Subdivision (including consolidations);
 - Development Agreements; and
 - Related Ordinances. (Amd. Ord. 5221 - 9/18/17)
 3. All meetings of the Committee of the Whole and the Board of Trustees are public meetings. For annexation agreements at the Board of Trustees, a public meeting with a public hearing is required.
- c. **Administrative Decisions.** Administrative decisions are a third review process. Administrative decisions are made internally by the Development Services Department.
1. Administrative decisions within the Development Services Department are required for applications pursuant to Section 5-106 regarding:
 - Minor exterior changes to sites and buildings; and
 - Restaurants that do not require preliminary plan review or special use permits.
 2. Administrative decisions within the Development Services Department are required for applications pursuant to Sections 5-110 and 6-209 regarding:
 - Routine maintenance to contributing structures in the Old Orland Historic District;
 - Routine maintenance to historic/architectural landmarks; and
 - Minor changes or routine maintenance to non-contributing structures in the Old Orland Historic District.
- d. **Commissions.** For cases where petitions are handled at a commission other than Plan Commission, the rules, procedures and standards outlined in the following subsections apply to the commission in question per the commission's particular petitions as outlined above.
3. **Plans for Review Process.** A preliminary plan shall be submitted for review to the Development Services Department as part of the application for development. The Plan Commission shall review the preliminary plan and make its recommendations pursuant to the below sections of these regulations. The Committee of the Whole, if required by Section 5-101.A.4, shall then follow with similar review. ~~The Board of Trustees~~ which shall then either deny the application or direct the application to proceed with

Commented [DP3]: SECTION 5-101.B-3: This paragraph refers to the review of a preliminary plan by the Board of Trustees. With the possibility of skipping the Board of Trustees until after final plans are approved by staff, the second half of this paragraph is not applicable at this point in the process.

~~preparation of final plans, act upon the preliminary plan as a final plan and grant, grant with conditions or deny the petition/application. Upon granting of approval with or without conditions, the Board of Trustees shall recognize it to be a final plan pursuant to the same sections of these regulations.~~

- a. **Plans with Plats of Subdivision.** At a minimum, plats of subdivision must be accompanied by a preliminary plan for each subdivided lot and a conceptual plan of the surrounding area as required by the Development Services Department. Applicants for plat approval may be required to submit additional information or studies, such as building envelopes and conceptual plans for the surrounding area, which the Development Services Department, the Plan Commission and/or the Board of Trustees may deem necessary to review at a later time. For more information on plats see Section 5-112.
- b. **Conditions.** The Plan Commission, the Committee of the Whole, if required by Section 5-101.A.4, and/or the Board of Trustees may attach to their recommendations to and/or approvals of a preliminary plan, a final plan, or a plat reasonable conditions not otherwise addressed by these regulations as are necessary to carry out the purpose of these regulations, the Comprehensive Plan, cause incremental improvements, and to prevent or minimize adverse effects upon other property, including, but not limited to: limitations on size and location, requirements for landscaping, provision of adequate ingress and egress and off site and project related improvements.
Other conditions such as the duration of the approval, hours of operation, and mitigation of environmental impacts may also be attached.
- c. **Conditions on Record Plats of Subdivision.** When conditions pursuant to Section 5-101.B.3.b above are attached to a subdivision plat, or a record plat of survey or other type of plat, review of said plat shall be continued until the conditions are deemed met by the Development Services Department or decision-making body which attached the conditions and then the plat shall be approved by the Village Board of Trustees so that the record plat of subdivision is accurate when issued to the County.
- d. **Notification.** Notification of all Village Board decisions shall be mailed to the petitioner/applicant and the owner of record if different from the applicant. (Ord. 4940 - 11/3/14)

C. **Public Meeting Sequence with a Public Hearing**

1. **Public Meeting at Plan Commission with a Public Hearing.**

- a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section 5-101.G ~~below~~ on applications ~~identified in Section 5-101.B.2(a) for special uses, special~~

Commented [DP4]: SECTION 5-101.C-1.a: Changes to this paragraph are not substantive but rather simplify and clarify redundant language in the text.

use amendments, variances (with exception for Subsection 5-101.C.3.a below), text and map amendments (rezoning) and subdivision review. It shall also hold a public hearing following the same Section 5-101.G below for applications regarding historic/architectural landmark designations, amending landmark lists such as the LRSP and the NHS in Section 5-110, Certificates of Appropriateness for major changes to structures in the Old Orland Historic District or to historic/architectural landmarks, and Certificates of Appropriateness for Demolition for contributing structures of the Old Orland Historic District or for historic/architectural landmarks. The Plan Commission shall review a preliminary plan and/or the historical/architectural significance of the petition's subject and the report and recommendation of the Development Services Department and testimony given at the public hearing and either make a recommendation to the Board of Trustees for recommend approval, approval with or without conditions, or disapproval. The Plan Commission may also choose to to the Board of Trustees, or not make a recommendation but forward to the Board of Trustees without a recommendation.

b. ~~b.~~ **The Committee of the Whole.** The Committee of the Whole, if required by Section 5-101.A.4, shall review the ~~preliminary plans and documents, other submitted documents,~~ the Plan Commission recommendation, and the Development Services Department report and recommendation and shall recommend approval, approval with or without conditions, or disapproval to the Board of Trustees. If the Committee of the Whole recommends approval or approval with conditions, the Committee of the Whole shall authorize the applicant to proceed to final plan preparation and staff review as per paragraph 5-101.C.1.c. If the Committee of the Whole recommends denial, the petition will proceed directly to the Board of Trustees. If there are significant changes to the development application, the Committee of the Whole or the Board of Trustees may remand the application to the Plan Commission for further review and recommendation.

c. **Final Plan Preparation and Staff Review.** Upon a positive and unanimous recommendation from the Plan Commission or as per Section 5-101.A.4, the applicant, working with the Development Services Department, shall proceed with preparation and review of final engineering and landscaping plans, final plat of subdivision, outside agency approvals, engineer's estimate of cost, letter of credit, and payment of applicable fees. Concurrently, the Development Services Department shall proceed with preparation of a draft development agreement or annexation agreement as may be applicable. The recommendation of the Plan Commission shall not be

Commented [DP5]: SECTION 5-101.C-1.b: If review by the Committee of the Whole is required (in the case of a non-unanimous recommendation for approval from the Plan Commission), this paragraph outlines the review process at the Committee of the Whole.

Commented [DP6]: SECTION 5-101.C-1.c: If there is a unanimous recommendation for approval by the Plan Commission, this new paragraph states that the petition will proceed directly to final plan preparation and staff approval before proceeding to the Committee of the Whole and Board of Trustees. Also added was a statement that draft annexation or development agreements will be prepared in anticipation of review by the Committee of the Whole and the Board of Trustees.

scheduled for review by the Committee of the Whole or the Board of Trustees until all final plans are approved by the Development Services Department and the applicable agreement is prepared in draft and is ready for review and approval by the Board of Trustees.

a.d. **Committee of the Whole.** Upon staff preparation of applicable draft agreements and determination that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, the development shall proceed to the Committee of the Whole. The Committee of the Whole shall review all pertinent information provided by the Director of Development Services, the Plan Commission, the petitioner, and the testimony and evidence from prior public meetings and hearings and provide a recommendation to the Board of Trustees for approval of the final ordinances and agreements.

e-e. **Board Action.** ~~Upon receipt and review of the Plan Commission's and recommendation of the Committee of the Whole's, if required by Section 5-101.A.4, recommendations, and the Development Services Department's report and recommendation, the Board of Trustees shall consider the special use, special use amendment, variance, rezoning and/or subdivision along with the petition's final plans, elevations and preliminary landscape plan or the landmark designation, the Certificate of Appropriateness for major changes to contributing structures or landmarks, and/or Certificates of Appropriateness for Demolition along with the petition's final plan and/or the historic/architectural significance of the petition's subject and shall grant, grant with conditions, or deny the petition/application. (Amd. Ord. 5221-9/18/17)~~

2. **Public Meeting at Board of Trustees with a Public Hearing.**

- a. **Board of Trustees.** The Board of Trustees shall hold a public hearing for annexation agreements.
- b. **Board Action.** Upon receipt and review of the report and recommendation of the Development Services Department, preparation of final plans and documents, and the testimony at the public hearing, the Board of Trustees shall consider the annexation agreement and shall approve, modify approve with conditions, or deny the annexation agreement.

3. **Public Meeting at the Hearing Officer(s) with a Public Hearing.**

- a. **Hearing Officer(s).** The Hearing Officer(s) shall hold a public hearing in accordance with the provisions of Section 5-101.G of these regulations for applications regarding variance petitions affecting one (1) single family residential dwelling and variance petitions affecting multi-family residential dwellings of fewer than six (6) units. The Hearing Officer(s) shall review a preliminary plan or related

Commented [DP7]: SECTION 5-101.C-1.d-e: These paragraphs are updated to reflect that the Committee of the Whole and Board of Trustees will review the petition after final plans are prepared and approved by staff.

Commented [DP8]: SECTION 5-101.C-2.b: This paragraph is updated to reflect that the Board of Trustees will hold a public hearing and act on an annexation agreement after preparation and approval by staff of final plans and documents.

documentation, the report and recommendation of the Development Services Department and testimony given at the public hearing and if the application for a variance is within one of those variances authorized in Section 5-109.E, grant the variance with or without conditions or deny the variance. If the variance is not within one of those variances authorized in Section 5-109.E, the Hearing Officer(s) shall review a preliminary plan or related documentation, the report and recommendation of the Development Services Department and testimony given at the public hearing and either recommend approval, with or without conditions, or disapproval to the Board of Trustees, or not make a recommendation but forward to the Board of Trustees.

- b. **Board Action.** Upon receipt and review of the Hearing Officer(s) recommendations, and the Development Services Department's report and recommendation, the Board of Trustees shall consider the variances requested not authorized in Section 5-109.E for the Hearing Officer(s) to grant or deny and shall grant, with or without conditions, or deny the petition/application. (Ord. 4940 - 11/3/14)

D. **Public Meeting Sequence without a Public Hearing**

1. **Public Meeting at Plan Commission.**

- a. **Plan Commission.** The Plan Commission shall hold a public meeting whenever an applicant petitions for preliminary plan review, elevations review and/or an appeal of an administrative decision that does not include a special use, special use amendment, variance, text and map amendment (rezoning) and/or subdivision review. It will also hold a public meeting regarding minor changes to landmarks. The Plan Commission shall review a preliminary plan and/or the historical/architectural significance of the petition's subject and the report and recommendation of the Development Services Department and either recommend approval, with or without conditions, or disapproval to the Board of Trustees, or not make a recommendation but forward to the Board of Trustees.
- b. **The Committee of the Whole.** The Committee of the Whole, if required by Section 5-101.A.4, shall review the preliminary plan, the Plan Commission recommendation and the Development Services Department report and recommendation and shall recommend approval, with or without conditions, or disapproval to the Board of Trustees.
- c. **Board Action.** Upon receipt and review of the Plan Commission's and the Committee of the Whole's, if required by Section 5-101.A.4, recommendations, and the Development Services Department's report and recommendation, the Board of Trustees shall consider the final plan, elevations and preliminary landscape plan or the Certificate of Appropriateness for minor changes to landmarks and shall grant, grant

with conditions, or deny the petition/application. (Amd. Ord. 5221 - 9/18/17)

2. **Public Meeting at Board of Trustees.**

- a. **Board of Trustees.** The Board of Trustees shall review, at a regular or special meeting, preliminary ~~or final landscape plans, plats of subdivision (including consolidations), development agreements, and other related ordinances.~~
- b. **Board Action.** Upon receipt and review of the report and recommendation of the Development Services Department, the Board of Trustees shall consider the preliminary ~~or final landscape plans, plats of subdivision, development agreement and/or other related ordinances and shall grant, grant with conditions, or deny these items.~~ (Ord. 4940 - 11/3/14; Amd. Ord. 5221 - 9/18/17)

Commented [DP9]: Clarification too acknowledge that a petitioner may provide preliminary or final plans as may be determined appropriate.

E. **Administrative Decisions Regarding Appearance and Site Plan Review**

1. **Administrative Decisions at Development Services Department.**

- a. **Administrative Decision.** Section 5-106 of these regulations regulates the administrative decision process with regard to petitions/applications that require appearance and related site plan review. The Development Services Department may approve, with or without conditions, or deny a petition for an administrative decision. Administrative decisions do not go to Plan Commission unless an appeal is made by the petitioner/applicant. The appeal to Plan Commission is heard at a public meeting.
- b. **Administrative Decision in the Old Orland Historic District or on Landmarks.** Section 6-209 of these regulations regulates the administrative decision process with regard to petitions/applications that require Certificates of Appropriateness for routine maintenance on contributing structures or landmarks, and minor changes or routine maintenance on non-contributing structures. The Development Services Department may approve, with or without conditions, or deny a petition for an administrative decision. Administrative decisions do not go to Plan Commission unless an appeal is made by the petitioner/applicant. The appeal to the Plan Commission is heard at a public meeting. (Ord. 4940 - 11/3/14)

F. **Timeline of Process, Jurisdictional Approval and Expiration**

1. **Six Month Rule.** Any petition that has not proceeded forward within six (6) months from petition date to the Plan Commission, or within six (6) months from Plan Commission to the Committee of the Whole, if required by Section 5-101.A.4, or within six (6) months from the Committee of the Whole due to inactivity may be terminated by the Development Services Department. The Development Services Department must notify the petitioner prior to termination of the petition. (Amd. Ord. 4839 - 9/16/13)

2. **Jurisdictional Approval.** If the final plan covers land either wholly or partly outside the corporate limits of the Village, the approval of the Board of Trustees shall not be final until the applicable jurisdiction in which said development is located has approved it.
3. **Expiration.** If there is no activity after three (3) years of approval by the Board of Trustees of a special use and/or final plan, the special use and/or final plan shall expire unless an extension is granted by the Board of Trustees. (Ord. 4769 - 12/3/12)

G. **Public Hearing Procedures**

1. **Purpose.** The purpose of the following process is to provide an opportunity for the public to be notified about, to be able to view the details of, make a submission about, and/or voice their opinions on a development application, proposal, or petition.
2. **Notice of Public Hearing.** The public shall be notified about all public hearings.
 - a. Notification Details. All notices of public hearings shall include:
 1. The date, time and place of the public hearing;
 2. A summary of the proposal under consideration;
 3. The address and legal description of the specific property that is the subject of the public hearing for matters regarding a rezoning, a special use permit, a variance, an annexation, a subdivision, a landmark designation or a Certificate of Appropriateness. (Ord. 3354 - 4/17/00)
 4. That said meeting may be continued without republication up to three (3) times.
 - b. **Notification Requirements.** All notices of public hearings shall also meet the following requirements:
 1. The Development Services Department shall publish a copy of the notice in one (1) or more newspapers with general circulation in the counties in which the Village of Orland Park and contiguous unincorporated territory are located; (Ord. 4940 - 11/3/14)
 2. It is the petitioner's/applicant's responsibility to send a copy of the notice by certified mail with return receipt requested to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.
 3. It is the petitioner's/applicant's responsibility to post a weatherproof sign(s) at least three (3) feet by four (4) feet (or 48 inches by 36 inches) in front surface area, the bottom of

which shall be mounted at least four (4) feet above the ground, and to have at least one (1) sign in the most visible location to the general public such as along a primary roadway. Such sign(s) shall be posted on private property and shall remain until the conclusion of the public hearing. Failure to comply with the provisions of this Subsection shall not render the public hearing invalid, provided that a good faith effort was made to comply. The petitioner must remove the public hearing notice sign(s) no later than thirty (30) days after the Village Board action on the proposal. The sign must display wording that at a minimum notifies the public about the public hearing for the procedure which has triggered the public hearing. It must include the date, time, place and the contact information of the Development Services Department. Arial or Arial Narrow shall be the font in which the public hearing signs are printed. The notice, date and time of the sign must be no less than 3.5 inches in height and the remaining information on the sign no less than 2.5 inches in height. (Ord. 4574 - 7/6/10; Amd. Ord. 5167 - 2/20/17)

4. All required notices shall be provided at least fifteen (15) days, but no more than thirty (30) days in advance of the published public hearing.
5. It is the petitioner's/applicant's responsibility to submit a notarized affidavit to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

c. **Other Requirements.**

1. For public hearings regarding Comprehensive Plan Amendments and/or Land Development Code Text Amendments, notices shall be provided by the requirements outlined in Section 5-101.G.2.b.1 and 5-101.G.2.b.4 only.
2. For amendments to the Zoning Map, notices shall be provided by the requirements outlined in Section 5-101.G.2.b.1, Section 5-101.G.2.b.2 and Section 5-101.G.2.b.4 above. (Ord. 4161 - 8/7/06)
3. Conduct of the Hearing.
 - a. Submission of Testimony. Any person may appear at a public hearing and give testimony or submit written materials, either individually or as a representative of an organization. The decision-making body may exclude information that it finds to be irrelevant, immaterial or unduly repetitious.
 - b. Duty of the Development Services Department.

1. The Development Services Department shall present information concerning pertinent application considerations and the standards set out in these regulations and make recommendations.
2. Upon a showing by any person made at any time during the public hearing, or on motion of the decision-making body, the petitioner/applicant or the Development Services Department may be required to produce additional information with respect to the proposed petition/application.
- c. Continuance. The decision-making body may continue a hearing to a specified date, time and place. Unless such continuance is publicly announced at a properly noticed public hearing, the Development Services Department shall cause notice to be given to all persons originally entitled to notice of the date, time and place of such continued hearing in the same manner as specified in Section 5-101.G.2 above.

H. **Public Meeting Procedures**

1. **Purpose.** The purpose of the following process is to provide an opportunity for the decision-making body to review the development application, proposal, or petition.
2. **Notice of Public Meeting.** A public notice other than that required by the Illinois Open Meetings Act is not required for a public meeting.
3. **Conduct of the Meeting.**
 - a. **Submission of Testimony.** Decision-making bodies shall accept testimony or written materials from individuals or representatives of an organization outside of the applicant at public meetings. (Amd. Ord. 4996 - 6/15/15)
 - b. **Duty of the Development Services Department.**
 1. The Development Services Department shall present information concerning pertinent application considerations and the standards set out in these regulations and make recommendations.
 2. Upon a motion of the decision-making body, the applicant or the Development Services Department may be required to produce additional information with respect to the proposed petition/application.
 - c. Continuance. The decision-making body may continue a hearing to a specified date, time and place.

I. **Record of Hearings**

1. **Recording Hearings.** The Development Services Department shall ensure that the proceedings are recorded by appropriate means.

2. **Record.** The record of proceedings shall consist of the recording of testimony, all applications, exhibits, and papers submitted in any proceeding with respect to the matter being considered, and the summary and report or reports of the Development Services Department.
3. **Open Record.** All summaries and reports of the Development Services Department shall be public records, open to inspection at a reasonable time and upon reasonable notice.
4. **Examination and Copying of Application.** Any person may examine any application for development approval and other material submitted in regard to that application, and may obtain copies of the application and other materials upon reasonable request and payment of a fee to cover the actual cost of such copies.

J. **Ethics Rules**

1. **Conflicts.** Any member of a decision-making body having any direct or indirect financial interest in property or who lives within five hundred (500) feet of any property which is the subject of a public hearing or public meeting or who might have interest in the outcome of the petition shall disclose such fact at the hearing, prior to voting on the matter.
2. **Contacts Outside of the Hearing.** If any member of a decision-making body receives a substantive communication from any person outside the hearing concerning a subject matter under consideration by that body, the member shall make a statement at the hearing describing the circumstances and substance of the communication.
3. **Other Rules to Govern.** Other matters pertaining to the public hearing or public meeting shall be governed by other provisions of these regulations applicable to the body conducting the hearing and its adopted rules of procedure.

K. **Role of the Development Services Department**

1. **Conference with the Development Services Department.**
 - a. **Pre-Application Conference.** A petitioner or an applicant for development approval may request an informal conference with the Development Services Department prior to filing a petition or application. The pre-application conference shall be informal and its purpose shall be to discuss the proposals, views and concerns of the applicant and the Village, and to review for compliance with codes, plans and policies.
2. **Application Submission Requirements.**
 - a. **Application and Fee.** When the petitioner or applicant is ready following the pre-application conference, all applications for development approval shall be submitted to the Development Services Department accompanied by the payment of a fee as authorized in

Section 1-104. Applicants for development approval may be required to submit additional information.

3. **Complete Applications.**

- a. **Determination of Completeness.** Within fifteen (15) days after receipt of an application for development approval, the Development Services Department shall determine whether the application is complete. If it is determined that the application is complete, the applicant will be notified in writing that the application has been accepted for filing. If the application is not complete, the applicant shall be notified, specifying the deficiencies of the application, including any additional information which must be supplied. (Amd. Ord. 5167 - 2/20/17)

A complete application shall consist of the following documents and the requirements outlined in a petition application packet prepared by the Director of Development Services, unless otherwise determined by the Director of Development Services ~~Department~~:

1. A fully completed notarized petition form;
2. Site plan;
3. Building elevations;
4. Required review fees as set by the Village Board of Trustees;
5. Preliminary landscape plan;
6. Preliminary engineering plans;
7. Preliminary plat of subdivision;
8. Traffic study, if required by Section 6-405;
9. Original, sealed Plat of Survey (ALTA or otherwise), including legal description;
10. Disclosure of ownership information:
 - a. A receipted copy of the most recent property tax bill, or evidence of payment (copy of bill, canceled check, etc.);
 - b. A copy of the current title insurance policy;
 - c. If the property is owned by the petitioner, a copy of the latest recorded deed;
 - d. If the property is rented or leased by the petitioner, a letter of authorization to submit the petition from the property owner;
 - e. If the petitioner is a contract purchaser and the property is undergoing due diligence for a contract sale, a copy of the contract to purchase and a letter of authorization to submit the petition from the property owner;
 - f. If the property is owned by a trust, a certified copy of the trust agreement, a list of beneficiaries, and a letter of

Commented [DP10]: SECTION 5-101.K-3: Not directly related to the substance of this amendment, changes to this paragraph are intended to streamline the text and eliminate unnecessary detail in the code. For example, rather than outline details of what is required on a site plan, the updated text simply states that a site plan is required and that the Director of Development Services will determine the specific requirements for content of a site plan.

- authorization to submit the petition from the trust officer;
- g. Copy of any covenants, conditions, easements, or restrictions placed on the property and now of record concerning use limitations, the type of improvements, setbacks, area or height requirements, occupancy, etc.
11. Responses to the Special Use Standards, Variance Standards and/or Rezoning Factors, as needed on a per project basis, if applicable;
 12. Additional supporting documents listed within the Development Services Development Petition Application packet;
 13. Additional documents not listed here may be requested as needed by the Development Services Department but shall not be used to determined completeness. A complete petition does not mean the right to automatic scheduling to public meetings or public hearings.
- b. ~~Site Plan. As required above, a Site Plan shall accompany all applications. Where applicable, all site plans shall include the following information. At the discretion of the Development Services Department, one or more of the following requirements may be waived or additional information may be requested.~~
1. ~~General Requirements:~~
 - ~~Plans prepared to a scale, sites less than 2 acres 1"=20' and 2 acres or more 1"=40', parcels greater than 15 acres may be of smaller scale however in no case less than 1"=100'.~~
 - ~~Location of tract by an insert map.~~
 - ~~Parcel Identification Number (PIN).~~
 2. ~~Title Block and Drawing Title on Every Sheet:~~
 - ~~Development Name.~~
 - ~~Name and address of consultant preparing plans.~~
 - ~~Project Name.~~
 - ~~Scale.~~
 - ~~North arrow.~~
 - ~~Address of site (to include township).~~
 - ~~Date, with all revision dates.~~
 - ~~Sheet Number(s) and exhibit labels.~~
 - ~~Legend.~~
 3. ~~Data Box:~~
 - ~~Current and proposed Zoning district classification and land use(s).~~
 - ~~Gross area of subject site and Net area (buildable).~~

- Landscaped area, total size of all principal and accessory buildings.
- Area of wetlands, floodway, floodplain detention/retention ponds, open water.
- Floor area ratio, square footage of buildings and number of floors.
- Number of required parking spaces (including handicapped).
- Number of parking spaces provided (including handicapped).
- Gross impervious surface area and lot coverage, as defined by Section 2-102, and percentage of site coverage.
- Number of lots and buildings.
- For residential developments, table indicating smallest, largest and average lot size, total number of lots/dwelling units and density (dwelling units per acre, gross and net density).
- Area of common/private open space and park land.

4. **Elements Of Drawing:**

- Location and dimensions of property boundary lines, lot lines, and street right-of-way lines, including required setbacks.
- All proposed buildings and existing buildings to remain on the site, including dimensions, square footage, setbacks, and building separation measurements.
- All buildings within fifty (50) feet of the site boundaries, including existing zoning and land use(s).
- Name, location, dimensions, widths, and materials of existing and proposed streets, right-of-ways, driveways, access points, points of ingress/egress, turn lanes (existing and proposed), parking lots, sidewalks, pedestrian paths, bike paths, and other impervious surfaces on the subject site and adjacent properties within fifty (50) feet of the site boundaries.
- Location, dimensions, and purpose of all easements and underground utilities (proposed and existing) on the subject site and adjacent properties.
- Parking areas marked with stalls and dimensioned.
- Loading areas.
- Detention or retention areas (proposed and existing), proposed high water line, existing water bodies, wetland boundaries and required buffers/setbacks, streams, floodplain/floodway.
- Location of existing trees and notable natural features.
- Location of lighting, including adjacent R.O.W. lighting.
- Location and dimension of landscaped areas, including landscape islands.
- Location of park land/open space, designated private open areas or recreational facilities, and schools.

- Location of signs (existing and proposed) type, size, and height of existing and proposed.
- Location of type, size, and height of existing and proposed screening, fencing, retaining walls, trash enclosures.
- Turning radius showing adequate maneuverability for all emergency and delivery vehicles.
- Floor (and seating) plan.
- c. ~~**Building Elevations.**~~ As required above, when applicable, buildings elevations shall accompany all applications. All building elevations shall include the following information. At the discretion of the Development Services Department, one or more of the following requirements may be waived or additional information may be requested:
 1. ~~**General Requirements:**~~
 - All plans prepared by a licensed architect.
 - Plans prepared to a scale and fully dimensioned.
 2. ~~**Title Block and Drawing Title on Every Sheet:**~~
 - Development Name.
 - Name and address of consultant preparing the plans.
 - Address of site (to include township).
 - Date, with all revision dates.
 - Sheet Number(s).
 3. ~~**Elements of Drawing:**~~
 - Architectural depiction of all four (4) side of the proposed structure(s).
 - Height of proposed structure(s), and all other pertinent dimensions.
 - Proposed materials and colors clearly indicated as to where proposed. Material samples and/or specification sheets showing appearance, type, color, and texture of all exterior building materials.
 - Proposed roofing material and color.
 - Screening material of mechanical equipment.
 - Elevation, style, material, color, and dimensions of fencing, retaining walls, trash enclosures, and other accessory structures.
 - Proposed wall signage.
 - Proposed wall lighting.
 - All proposed special features or architectural elements.

- d. **Incomplete Application.** As long as an application remains incomplete, no further action shall be taken by the Village on the application until the deficiencies are corrected.
- e. **Remedy of Deficiencies.** If the applicant fails to correct the specified deficiencies within thirty (30) days of the notification of deficiency, the application for development approval may be terminated by the Village.

4. **Review by Development Services Department.**

- a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section 5-105, if the development requires a special use permit, Section 5-108, if the development requires an amendment to the text of these regulations or the Zoning District Map, Section 5-109, if the development requires a variance, Section 5-112, for development requirements and subdivision review, and/or Section 5-110 and 6-209, if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 - 6/15/15)
- b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.
- c. **Preliminary Engineering Review Process.** The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding ~~from to the Plan Commission to the Committee of the Whole, if required by Section 5-101.A.4,~~ or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.
- d. **Final Plan Review Process.** The Development Services Department may continue to review the complete application for development ~~and its preliminary plan~~ throughout the decision-making process to ~~make~~ **recommend** corrections or amendments to plans pursuant to recommendations by the Plan Commission, ~~and/or~~ the Committee of the Whole, ~~and the Board of Trustees, if required by Section 5-101.A.4,~~ and/or pursuant to conditions issued on approval by the Board of Trustees to develop a final plan for acceptance by the Board of Trustees.
- e. **Final Engineering Review Process.** The Development Services Department shall review the **final** engineering plans associated with the application for development **to determine that the plans comply with applicable codes and prior direction from the Plan Commission, Committee of the Whole, or Board of Trustees, after prior to consideration of the final ordinances or agreements approval or**

Commented [DP11]: SECTION 5-101.K-4.c: Text is updated to reflect the requirement that preliminary engineering is required prior to a petition being scheduled for Plan Commission review.

Commented [DP12]: SECTION 5-101.K-4.d: Changes to this paragraph are not substantive but rather are intended for clarification.

Commented [DP13]: SECTION 5-101.K-4.e: Changes in this paragraph are necessary for clarification of the other changes to the process; specifically, that the final engineering plans are reviewed and approved prior to final action by the Board of Trustees.

approval with conditions has been granted by the Board of Trustees for the purpose of determining final engineering plans. Confirmation from the Development Services Department that final engineering has been completed shall allow the issuance of the various necessary Village permits and the plan to proceed toward implementation.

1. If the final engineering comments review results in substantial alterations to the Village Board approved final plan plans reviewed during the public hearing by the Plan Commission and by the Committee of the Whole, then the applicant shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing, the petitioner/applicant shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.
 - a. Substantial alterations to a final plan shall include but not be limited to things such as:
 - Enlargement of storm water facility sizes;
 - Reductions in setbacks;
 - Construction of or alterations to retaining walls;
 - Changes in street layout/land use;
 - Increases ~~over Village Board approved~~in lot coverage;
 - Changes to ~~Village Board approved~~ parking configurations;
 - Changes that result in new or expanded variances ~~to Village Board approved plans~~ or modifications ~~to Village Board approved~~ special use regulations; and
 - Changes to the number of units, building area, or building stories.

L. **Timing of Applications**

1. **Waiver of Time Limits.**

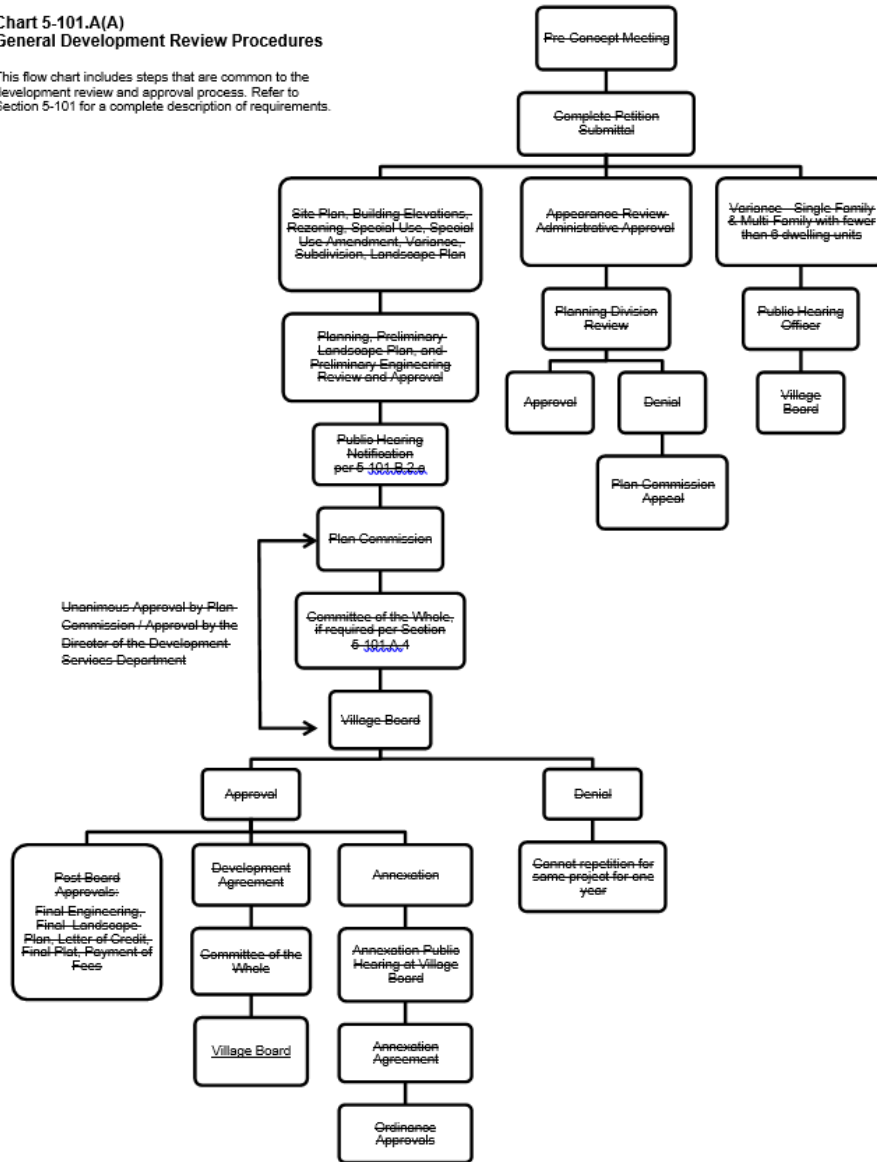
- a. **By Agreement.** Any time limit imposed by these regulations may be waived or extended by agreement among the Development Services Department, the Board of Trustees, and the petitioner or applicant.
- b. **Automatic Waiver.** Any applicant who requests a continuance of a public meeting or a public hearing at which the applicant's application is being considered, or who requests an extension of any time limit imposed onto the applicant by statute or these regulations, shall be deemed to have agreed to an extension of that time limit.

2. **Successive Applications.**

- a. **One Year Rule.** Whenever any application for development approval for a special use permit, variance, text and map amendment to the Zoning Map (rezoning), subdivision, or preliminary plan is denied, the petitioner will be notified that an application involving the same property shall not be accepted for filing within one (1) year from the date of denial.
- b. **Exception.** An exception to the above rule is if the subsequent application involves a development proposal which is materially different from prior proposals, in the opinion of the Development Services Department, or is responsive, in the opinion of the decision-making body, to negative findings set forth in the denial of the prior application. (Ord. 2746 - 6/5/95)

**Chart 5-101.A(A)
General Development Review Procedures**

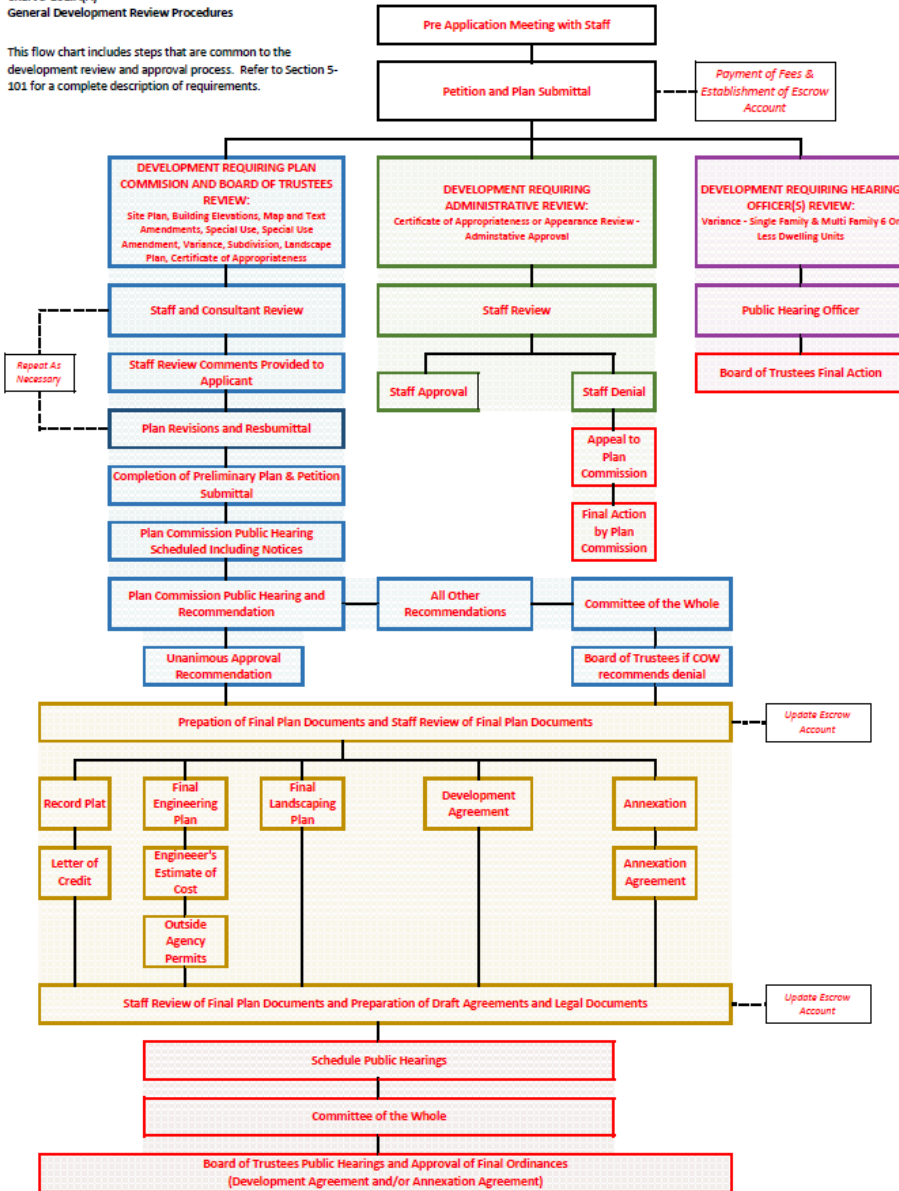
This flow chart includes steps that are common to the development review and approval process. Refer to Section 5-101 for a complete description of requirements.



Commented [DP14]: The amendment includes a revised flow chart of the development review process. The revised flow chart reflects the changes described in Sections 5-101.A-3 and A-4.

Chart 5-101.A(A)
General Development Review Procedures

This flow chart includes steps that are common to the development review and approval process. Refer to Section 5-101 for a complete description of requirements.



REQUEST FOR ACTION REPORT

File Number: **2021-0167**
Orig. Department: **Public Works Department**
File Name: **Elevated Tank No. 7 Painting- Bid Award**

BACKGROUND:

Elevated Tank No. 7 (Tank 7) is located at 13600 Cherry Drive. The water tower was built in 1977 by Chicago Bridge & Ironworks and is a 300,000-gallon elevated single pedestal tank. The water tower was last painted in spring of 2002 by Jetco Painting Company, Inc. of Wauconda, Illinois. The interior & exterior of the tower were completely sandblasted and then coated with a zinc primer and an epoxy finishing coat. In October of 2015, Pittsburg Tank & Tower Maintenance Company was hired to complete a full inspection of all seven (7) water towers. At the time of the inspection, Tank 7 had very minor failures in the coating system, and it was recommended to renovate the tank in the next 3-5 years. In the winter of 2020, a small leak started at the base of the tank. The decision was made to start rehabilitation in 2021.

On June 26, 2019, the Illinois EPA conducted an inspection of the Village's water system. Though no violations were found, the report did include a recommendation to address paint issues and re-paint Tank 7. Village staff was then required to submit a plan of action to comply with its recommendation. The Illinois EPA was informed of the plans to renovate all seven (7) water towers and is already underway.

In 2020, the Village Board approved funds in the capital budget for tower rehabilitation. Tank 7 will be the second of seven (7) water towers to be rehabilitated, and Public Works staff has been working closely with Strand and Associates on the rehabilitation design. The rehabilitation work includes surface repair and repainting, a new concrete floor, Antenna and Fall Protection Corral, and miscellaneous steelwork. The new exterior paint scheme is proposed to match the paint scheme that was Board approved in 2019 which features the new Village logo and white exterior to match Elevated Tank No. 5 at Harlem Avenue and Wheeler Drive.

The Tank 7 painting project was advertised for bid through BidNet Direct on May 14th, 2021. The Bid opening was on June 7th, 2021.

90 vendors were notified through BidNet. Thirteen (13) companies downloaded the specifications. Bids were opened on June 1st, 2021, and the Village received three (3) bids for consideration. Tecorp, Inc, of Joliet, Illinois submitted a lump sum base bid in the amount of \$749,800.00. Jetco, Ltd, of Wauconda, Illinois submitted a lump sum base bid in the amount of \$897,300.00. Era-Valdivia Contractors, Inc, of Chicago, Illinois submitted a lump sum base bid in the amount of \$720,000.00.

This item will be going to the Village Board of Trustees and the Committee of the Whole on the same night.

BUDGET IMPACT:

Funding is available from the water capital account 031-6002-443900.

REQUESTED ACTION:

I move to recommend to the Village Board of Trustees to accept the Base Bid, from Era-Valdivia, of Chicago, Illinois, and award a contract in an amount of \$720,000.00 plus \$72,000.00 contingency for a total amount not to exceed \$792,000.00;

And,

To recommend the Village Board of Trustees to authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

And,

To recommend the Village Board of Trustees to authorize the Village Manager to approve change orders not to exceed the contingency amount.



ORLAND PARK

Bid Tabulation

Bid Number: 21-029

Bid Issue: 5/14/2021

Bid Opening: 6/1/2021

Project Title: **Elevated Water Tower No. 7 Rehabilitation**

Department: **Public Works**

No. 1 - 5/21/2021; No. 2 - 5/24/2021; No. 3 -

Addenda: 5/25/2021

BIDDER	PROPOSAL PRICE	CONTACT INFORMATION
Era-Valdivia Contractors, Inc.	\$720,000.00	Jose G. Valdivia 11909 South Avenue O Chicago, IL 60617 P: 773-721-9650/F: 773-721-8027 Email: general@eravaldivia.com
Tecorp, Inc.	\$897,300.00	Nick Visvardis 2221 Muriel Court Joliet, IL 60433 P: 815-726-9192/F: 815-726-9245 Email: nickv@tecorp.us
Jetco, Ltd	\$749,800.00	Kenneth Brend 29693 N. US Highway 12 Wauconda, IL 60084 P: 847-525-6479/F: 847-438-3962 Email: kbrend@ietcoltd.com

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

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

Village of Orland Park Bid Responsiveness Check

Bid No. 21-029

Project Title: Elevated Water Tower No. 7 Rehabilitation

Bid Requirement	Era-Valdivia Contractors, Inc.	Tecorp, Inc.	Jetco, Ltd	
Submitted three (3) sealed hardcopies of the bid	√	√	√	
Submitted a completed Bidder Summary Sheet	√	√	√	
Submitted a completed Certificate of Compliance	√	√	√	
Submitted three (3) references	√	√	√	
Submitted signed Insurance Requirements form	√	√	√	
Acknowledgement of Addendum No. 1,2, and 3	√	√	√	
Submitted Bid Bond	√	√	√	
GRAND TOTAL BID PRICE	\$720,000.00	\$897,300.00	\$749,800.00	

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

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

BIDDER SUMMARY SHEET
 ITB 21-029
 Elevated Water Tank No. 7
 Rehabilitation

Business Name: Era-Valdivia Contractors, Inc.
 Street Address: 11909 South Avenue O
 City, State, Zip: Chicago, IL 60617
 Contact Name: Jose G. Valdivia
 Title: President
 Phone: 773-721-9350 Fax: 773-721-8027
 E-Mail address: general@eravaldivia.com

Price Proposal

The following cash allowances shall be included in the Grand Total Bid Price below. For item 1, the Cash Allowance shall be adjusted based on actual final costs.

Item Number	Description	Estimated Quantity included in the Grand Total Bid Price	Unit	Bid Unit Price	Total bid Price Included in the Lump Sum Base Bid
1	Structural Engineering Allowance	1	Lump Sum	\$10,000.00	\$10,000.00
	Section 09 67 16-Steel Water Storage Tank Painting	1	LS	710,000.	720,000.

GRAND TOTAL BID PRICE

\$ 720,000.

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Jose G. Valdivia
 Signature of Authorized Signee: J. G. Valdivia
 Title: President Date: 6-1-2021



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Era-Valdivia Contractors, Inc FOR Elevated Tank 7 Painting**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 1st, day of June, 2021, by and between Village of Orland Park (hereinafter referred to as “VILLAGE”) and Era-Valdivia Contractor, Inc. (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Elevated Tank 7 Painting (hereinafter referred to as “Project””, the “Work”, or the “Services”).

WITNESSETH:

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

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:
 - The Contractor’s Proposal/Bid No., and dated; and/or
 - Village of Orland Park ITB/RFP/Purchase Order No. ITB 21-029.which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.
2. **Payment:**
 - A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:
 - the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
 - a not-to-exceed amount of \$720,000.00 (“Contract Price”)
 - B. **Invoices:** The Contractor agrees to and shall prepare and submit:
 - an invoice to the Village upon completion of and approval by the Village of the Work; or
 - invoices for progress payments to the Village as hereinafter set forth for Services completed to date.
Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
 - C. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the “Act”) to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
 - D. **Withholding Payment:** Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has

the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.
4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 Scope of Services as set forth in the Contractor's proposal dated June 1st, 2021 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than September 6th, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than November 8th, 2021 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

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

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

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

13. Insurance:

A. Prior to Commencement of Work:

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

(ii) Minimum Scope of Insurance:

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

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

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

(i) Commercial General Liability:

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

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

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

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

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

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

omission, including, but not limited to:

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

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

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

14. Indemnity:

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

15. Village Confidential Information:
 - A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

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

Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

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

authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

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

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

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

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

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

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

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

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

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

To the Village:

Name: Kenneth Dado
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6350
Facsimile: 708-403-6798
e-mail: Kdado@orlandpark.org

To the Contractor:

Name: Jose G. Valdivia
Company: Era-Valdivia Contractor, Inc.
Address: 11909 South Avenue
City, State, Zip: Chicago, Il, 60617
Telephone: 773-721-9650
Facsimile: 773-721-8027
e-mail: general@eravaldivia.com

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

- 34. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
- 35. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 36. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 37. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 38. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 39. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 40. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

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

CONTRACTOR: Era-Valdivia Contractors, Inc.

VILLAGE OF ORLAND PARK

By: _____
 Name: _____
 Its _____ and Authorized Agent

By: _____
 Name: _____, Title: _____

ATTEST: _____

EXHIBIT A
 [ATTACH]
 Scope of Work as set forth in Village RFP, ITB, and/or Purchase Order No. ITB – 21-029 dated June 1, 2021

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

REQUEST FOR ACTION REPORT

File Number: **2021-0423**
Orig. Department: **Board of Trustees**
File Name: **Agenda Initiative - BBQ Competition**

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 Milani has requested that a BBQ competition be added to the Village's spring events.

BUDGET IMPACT:

Village staff time and resources.

REQUESTED ACTION:

Discussion only.

From: Trustee Michael R. Milani

Subject: Agenda Initiative

Topic: Special Event - Annual Barbecue Competition

Impact: Use of staff and Village resources, financial impact over \$500

Summary: I have been conducting research into what would be involved to host an annual barbeque competition in Orland Park. It could be a great way to kick off our spring and summer events and bring yet another cost-neutral, or cash-positive event to our residents right out of the gate.

“Barbecue is synonymous with a good time. Warm weather, cooking outside, hanging out with family and friends—these elements lend to our love for the many interpretations of this ubiquitous dish. But for some, barbecue is a way of life.” Lisa Cherry – Illinois Country Living, July 2019.

Competitive barbeque competitions are widespread throughout the Midwest. Many nearby municipalities hold these events, including Herscher, Frankfort, Palos Park, Park Ridge, Westmont, and Blue Island. These events draw a large crowd, have a large following, and happen rain or shine.

Background: There are many types of competitions, including 4-meat (Brisket, Ribs, Chicken, Pork) which is usually a 2-day event, 3-meat (usually Pork, Chicken and Ribs), and rib cook-off competitions. There is also the decision of holding a KCBS (Kansas City Barbecue Society) sanctioned event (which costs money), or an unsanctioned event (I would recommend unsanctioned as it does not limit your competitor base). There is also the choice of hosting backyard events, or professional events. There are pros and cons for each of these depending on the goal.

If the goal is to draw several teams (40-50) to compete in events, and competitors are the primary source of revenue (charging more for entry fees), then a 3 or 4 meat competition would be best. The host would not supply meat as the competitors would bring their own. Rib competitions are a little different in which usually competitors cook several (10-15) slabs of ribs (ribs are usually provided by the host) and tickets are sold to guests to sample the competitors' ribs and choose a people's choice winner. This allows the target audience to be a combination of the teams (entry fee revenue), and the guests (ticket, food, liquor revenues). There are many other details that we can discuss as well, but I wanted to provide a brief summary in this initiative.

A rib and chicken competition would be best suited for Orland Park. It could be paired with a free concert day, or possibly another event where there is already a draw of people. This would make Centennial Park West (one of the parking lots) a perfect place to host the competition. A rib competition starts around 7am and is completed by 6pm so the competition can have its awards ceremony, and everyone can go watch a show afterwards. We could also partner with

Rock Bottom and Coopers Hawk, and they could sell their beer and wine by the cup. We would be sponsoring local businesses and provide choices of beverage for the guests.

I have spoken with Rick Boehm from Palos Park and Sue Lynchey from Frankfort in regard to their events. Both are willing to share information and provide input into helping us create a successful event. They have already helped me tremendously. Each event is run differently, and lessons can be learned from both. I can also reach out to Dan Martin in Herscher and Kyle Lund in Manteno about their events if we decide that a 3-meat, 1 day competition would be best.

Frankfort has the event in the same parking lot that they have their weekend markets. They do not provide water or electricity. The entry fee is \$100, and the competitors are supplied 15 slabs of ribs to be cooked. 15 slabs are a LOT of ribs to cook, especially for amateur cooks and limits your team participation because most people do not have the equipment to cook that many at once. Tickets are sold to the guests (I think they were \$1 each) and guests turn them in to the participants in exchange for ribs. The guests submit their entry for people's choice awards. There are also professional judges who perform an actual judging of the ribs as well. Trophies are awarded to 1-3rd place, and to the People's choice champion.

In 2019, Frankfort had 16 teams compete, and the space that is used probably limits them to about 20. Each team will consist of a chief cook and as many assistants as the chief cook deems necessary. Teams must be comprised of amateurs - no professional or members of a professional team allowed (no restaurants). Contestants will provide all cooking devices to be used. Each competitor is required to have a 3-bin cleaning area and comply with health regulations (gloves, sanitization, etc.). There is no alcohol served at the event, and also no entertainment. Setup time starts at 7am, and cleanup is usually around 2-3pm. The primary goal of this event is to raise money for the Jaycees and Lions club.

Palos Park is run in a similar fashion. They host their event between their Village Hall and the fire department on the "Green". Entry fee is \$75 (price goes up to \$85 10 days closer to the deadline) and they supply 10 slabs of ribs. If the competitors also want to submit chicken for judging, it's an additional \$10 and the competitor needs to supply their own chicken. A similar format is provided for people's choice, the purchase of coins or tickets at \$1 each, and also a panel of judges.

The event is limited to 28 teams due to space restrictions. Trophies will be awarded for First, Second, and Third place, as judged, for both ribs and chicken. A People's Choice trophy will also be awarded for ribs only. A Grand Master Trophy will be awarded to the team having the highest combined judged score in both ribs and chicken. Each team will consist of a chief cook and as many assistants as the chief cook deems necessary. Teams must be comprised of amateurs - no professional or members of a professional team allowed (no restaurants). Contestants will provide all cooking devices to be used. Each competitor is required to have a 3-bin cleaning area and comply with health regulations (gloves, sanitization, etc.). They provide water, but no electricity. I mention this because certain smokers may require electricity, and

some require water. However, supplying electricity with a generator is expensive and cuts into the revenues of the event drastically. Setup time is 7:30am and the awards presentation is approximately 6:30pm. It is a longer event than Frankfort, but due to the other events going on at the same time, and the flow of people that attend.

Palos Park also has their event at the same time as their Autumn in the Park festival. This provides a steady stream of participants in buying the tickets, liquor is available, food is available, and they also have entertainment as well as a vendor event. I believe that these are key to getting people through this event at a maximum capacity.

Financial Impact: In 2019, Palos had 25 teams that participated in their event. Let's estimate that 12 (the minimum) participated in the chicken competition as well. At that participation level, the entry fees raise approximately \$1995. Each team is provided with 10 slabs of ribs with the expectation that approximately 100 ribs will be served by each team. At \$1 per coin/ticket, that drives approximately \$2500 in revenue. The cost of the ribs can be estimated at \$6 per slab (25 contestants x \$60 per contestant = \$1500) since we would have to buy in bulk and would probably be able to negotiate a discount. You cannot go cheap on the meat. You want to buy quality ribs, or the contestants will not come back. Smithfield Baby Back ribs are a quality product. Another option is finding a purveyor that might want to sponsor the event and donate or deep discount the meat. There are also grants available from Smithfield and other suppliers, but these are hard to achieve. Also, once you win the grant, you will more than likely not win it again.

Additional revenues could be brought in from liquor sales. The estimated impact above does not factor in staff, tent rentals, or any other utility. I hope that we can discuss those items further.

Marketing of the event would also be key. Social Media is big in the barbecue world. Also, people share event information at other events. I can easily get our information into 4 other event manager's hands, and we could return the favor and share their event information at our event.

I have attached two examples of the contestant packets for the Frankfort and the Palos Park event for review as well. They provide great detail into the running of the event. Again, Rick and Sue have offered their input, and Rick is more than happy to help out in any way he can (including judging).

I look forward to any questions you may have and am looking forward to further discussion. I would also be happy to help with any planning, organization, or even help running the event.

References:

Organize a BBQ Competition: <https://grillagrills.com/organize-a-bbq-cookoff-competition/>
How to Organize a BBQ Competition Part 1 - <http://lawdawgbbq.blogspot.com/2010/11/how-to-organize-bbq-competition-part-1.html>
KCBS Sanctioning Information: https://kcbs.us/sanctioning_information.php
Palos - BBQ Judging Application 2021.pdf - Attachment
Palos - Amateur BBQ Cook-off Rules 2021.pdf - Attachment
Frankfort - Contestant Packet.pdf – Attachment

FRANKFORT AMATEUR RIB COOK-OFF 2019

BREIDERT GREEN – DOWNTOWN FRANKFORT

SATURDAY, AUGUST 3, 2019

CONTESTANT APPLICATION PACKET

- ✓ Complete application & waiver form (www.villageoffrankfort.com)
- ✓ Registration Fee: \$100 (includes 15 slabs of baby back ribs)
- ✓ Set up time: 6 AM to 9 AM
- ✓ All cooking done on site; meat provided morning of event
- ✓ Must be 18 years old to enter
- ✓ Contestants must provide all cooking devices, equipment, supplies and electricity
- ✓ Contestants will be assigned a cooking space
- ✓ Contestants must comply with all Health Department requirements
- ✓ No professional chefs and/or businesses allowed to compete
- ✓ Deadline to enter: July 26, 2019

*Check should be made payable to **Frankfort Area Jaycees***

Return signed application, waiver form and entrance fee:

Village of Frankfort
Attn: Sue Lynchey
432 W. Nebraska Street
Frankfort, IL 60423



Sponsored By:
VILLAGE OF
FRANKFORT
EST • 1855



FRANKFORT AMATEUR RIB COOK-OFF 2019

APPLICATION

Date of Event: Saturday, August 3, 2019

Location: Breidert Green Parking Lot (downtown Frankfort)

Setup time: 6:00 AM to 9:00 AM - area should not be left unattended after setup has been completed.

Public Tasting: Begins at 12:30 PM (ticket sales begin at Noon)

Award Judging: Noon

NO PROFESSIONAL CHEFS AND/OR BUSINESSES ALLOWED TO COMPETE!

Cook/Chef _____

Address _____ Phone _____

Email _____

Type of grill used _____

Team Name _____

Names of Cook/ Chef and attending assistant (s):

(1) _____

(2) _____

(3) _____

(4) _____

I have read, understand, and agree to the terms and conditions set forth in the above-mentioned Jaycees Amateur Rib Cook-off.

Please make check payable to: Frankfort Area Jaycees.

Signature of Chef _____

Date: _____

Office Use Only:

Date Paid: _____ Check #: _____ Signed Rules/ Waiver Attached: _____



FRANKFORT AMATEUR RIB COOK-OFF 2019

RULES

These rules are based nearly identical to the rules of the Kansas City BBQ Association. The primary difference is that they only allow wood & charcoal cookers. We allow ANY and ALL kinds of cookers for this event to encourage anyone to come and cook.

The goal is to raise money for charity, and to have a good time.

Each team will consist of a chief cook and as many assistants as the chief cook deems necessary. Contestants will provide all pits to be used. The use of a single pit (cooking device) by more than one team *is* permitted. All cooking of product shall be done within the confines of the team's assigned cooking space. Cooking spaces are assigned by a member of the Jaycees.

Teams may enter multiple entries, provided they pay a separate entry fee and use a different team name. Contestants must be 18 years of age to enter.

Each team that registers prior to July 26, 2019 will be provided fifteen (15) slabs of Baby back ribs. **Deadline to register is July 26, 2019.**

No professional chefs and/or businesses are allowed to compete.

NO ALCOHOLIC BEVERAGES ALLOWED.

Rib Ticket Sales begin at Noon. Public tasting begins at 12:30.

NO RIBS SHOULD BE DISTRIBUTED TO TICKET HOLDERS BEFORE 12:30.

As soon as contestant sells out of ribs, contestant must immediately return ticket bucket to the Jaycee ticket sales table. This will allow the Jaycees to notify ticket purchasers how many contestants are still selling ribs.

Each team must cook fifteen (15) slabs of Baby Back Ribs. This includes ribs for judging and sampler tickets. **Ribs must be cooked on site!**

All meat must start out raw. Meat must be held at a food safe temperature, lower than 40 degrees Fahrenheit, and not show any signs of spoilage. Any meat not meeting this Health Department qualification will be disqualified. Health Department officials have final authority.

No coleslaw, samples of ribs and/or other food products allowed.

Contestants must provide all needed equipment, tables, supplies and electricity. For safety reasons, all tents must be tied down immediately upon set up. Weights should be 20-25 pounds each.

Pits, cookers, props, trailers, tents or any other equipment, including generators, must be provided by the teams and may not exceed the boundaries of the team's assigned cooking space.

- For this contest, ribs are defined as Baby Back Ribs.
- You may cook your ribs in any manner that you feel will deliver a competitive product in the time allowed, provided that safe food handling guidelines are followed.
- Fires must be of wood, pellets, charcoal or gas. Electric or Gas grills ARE permitted. Fires may not be built on the ground. Ashes must be disposed of off-site and ONLY in approved ash disposal containers.
- It is the responsibility of the contestant to see that the team's assigned cooking space is kept clean and policed following the contest. All fires must be put out and all equipment removed from site.

FRANKFORT AMATEUR RIB COOK-OFF 2019

- It is imperative that cleanup be thorough. Any team's assigned cooking space left in disarray or with trash, other than at trash containers, may disqualify said team from future participation. All teams must clean their area at the end of the event, and have a Frankfort Area Jaycee inspect their area before leaving.

THE FOLLOWING MISCELLANEOUS CLEANLINESS AND SAFETY RULES WILL APPLY:

- Cleanliness of the cook, assistant cooks and the team's assigned cooking space is required. Shirt and shoes are required to be worn.
- Sanitizing of work area should be implemented with the use of a bleach/water rinse (one cap of bleach/gallon of water)
- Each contestant will provide a separate container for washing, rinsing, and sanitizing of utensils.
- For safety reasons, all tents must be tied down immediately upon set up. Weights should be 20-25 pounds each.

SUBMISSION PROCESS FOR JUDGING

- Each contestant MUST submit at least one (1) separated rib in three (3) separate containers.
- Rib samples for judging must be entered no later than Noon; late applicants will be disqualified.
- The Annual Frankfort Amateur Rib Cook-Off allows for blind judging only. Entries will be submitted in an approved numbered container provided by the contest organizer then will be randomly selected for judging, without the judges knowing the team's name or number. Entries will be judged by a judging team (a minimum of 3 judges that are at least 18 years of age).
- Marking or sculpting of any kind to the meat will not be tolerated. This will include but is not limited to painting, sculpting, or decorating. No aluminum foil, stuffing, toothpicks, skewers, or any other foreign material is permitted, and will not be tolerated.
- To simplify the judging process, no side sauce containers will be permitted in the meat judging containers. Meats may be presented with or without sauce on it as the contestant wishes. Sauce may not be pooled or puddle in the container.
- No garnish is allowed in the judging containers.

SCORING PROCEDURES

Each team will enter 1 piece of meat in their contest container, with their team's number on it.

The judges voting sheet will consist of the following scoring opportunities:

On a scale of 1 (bad) to 10 (excellent)

- Appearance*
- Tenderness
- Taste

**Appearance does not include presentation.*

Scores will be tallied with a possible 30 points for perfection. The top 3 teams will receive a trophy/plaque.

FRANKFORT AMATEUR RIB COOK-OFF 2019

CAUSES FOR DISQUALIFICATION

Failure to comply with the rules and regulations established in this document. Use of controlled substances by a team, its members, and/or guests. Foul, abusive or unacceptable language by a team, its members, and/or guests. Health Department has the authority to remove any contestant.

There will be NO REFUND of entry fees for any reason, except at the discretion of the event organizer.

The decisions and interpretations of the Rules and Regulations are at the discretion of the Frankfort Area Jaycees Representatives at the contest. Their decisions and interpretations are final.

By signing below, I acknowledge that I have read and agree to the rules and regulations outlined above.

Signature: _____

Date: _____

(Read, sign and return this last page of the rules as part of the application process.)



FRANKFORT AMATEUR RIB COOK-OFF 2019

HOLD-HARMLESS

HOLD-HARMLESS AGREEMENT

It is agreed by the applicant/participant that he/she shall assume full responsibility for, and hold the Frankfort Area Jaycees, Village of Frankfort, and the event co-sponsors harmless and whole from any and all liabilities arising from the applicants, applicants agents and representatives conduct and actions (including but not limited to: transit to and from event, event set up period, the event, and the event take down period). Applicant/participant understands that he/she is solely liable for any and all claims and losses related to his/her actions and products exhibited, created, or brought to the event.

Applicant/participant also understands that there will be NO REFUNDS of applicant's participation fees due to bad weather, ejection, disqualification, or other occurrences beyond the control of the Frankfort Area Jaycees and other sponsoring parties.

I also understand that without this form completed and agreed to, with all signatures affixed, the team entry form will NOT be accepted. This hold harmless agreement must be returned with the team entry form.

I have read the hold harmless agreement and refund policy, and agree to abide by the above-mentioned and all other rules of the event.

Signed: _____

Print Name: _____

Date Signed: _____





Autumn In The Park Festival **2021 Amateur Bar-B-Que Cook-off Application Packet**

Date of Event: Saturday, September 18, 2021

Location: Palos Park Village Green, 8901 W. 123rd Street
Asphalt pavement adjacent to Recreation Building along Memorial Drive

The Amateur Bar-B-Que Contest is a community based event. Thank you in advance for your interest in participating.

The Village supplies ten (10) racks of baby back ribs to each contestant team. Contestants will submit the best six (6) portions from the ten racks for judging. It is expected that nine racks of ribs, cut into individual portions (ribs) from the ten slabs the Village provides, will be available for public tasting.

Contestants may, at their option, cook chicken for judging only – no public tasting. Chicken to be provided by teams.

CONTEST RULES

These rules are nearly identical to that of the Kansas City Barbeque Society. The primary difference is that they only allow wood, wood pellet and charcoal cookers. We allow any and all kinds of cookers for this event to encourage anyone to come and cook. The goal is for everyone to have a great time.

Each team will consist of a chief cook and as many assistants as the chief cook deems necessary. Teams must be comprised of amateur BBQ'ers; no professional or members of a professional team allowed (no restaurants). Contestants will provide all cooking devices to be used. The use of a single cooking device by more than one team is permitted. All cooking of product shall be done within the confines of the team's assigned cooking space. Cooking spaces may be assigned by a member of the Village staff or designee.

The Village may limit the number of cook team entries to twenty-eight (28) due to space constraints. Teams may enter multiple entries, provided they pay a separate entry fee and use a different team name. Contestants must be 18 years of age or older to enter.

Ten (10) slabs of Baby Back Ribs will be provided for each team. **Teams that register by Friday, August 27, 2021 will pay a \$75.00 entry fee (rib contest only). The late entry period begins August 30, 2021 through Friday, September 10, 2021; teams will be assessed an \$85.00 entry fee. Teams that wish to enter chicken for judging (two meat competition, add \$10.00 to your entry fee (to offset the cost of trophies, etc.).**

Each team must cook the ten (10) slabs of Baby Back Ribs provided by the Village. This includes ribs for judging and for public sampling. Ribs must be cooked on site!

Chicken must be inspected by the contest organizer or designee prior to seasoning, and cooking to assure they are in a raw natural state. No pre-marinating of chicken allowed.

Until cooking begins, all meat must be held at a food safe temperature, lower than 40 degrees Fahrenheit, and not show any signs of spoilage. After cooking, meat must be maintained at a minimum temperature of 140 degrees Fahrenheit.

There will be no sale of contestant's chicken, ribs, rubs, sauces, etc. during the day of the contest. Information may be provided regarding sales at a different time/location.

Page Two

Palos Park Amateur Bar-B-Que Cook-off 2021

Contest Rules

Contestants may distribute a 'side' during the People's Choice Rib distribution. Food or beverage (alcoholic or non-alcoholic) shall not be distributed by contestants or members of their team to the general public. Food may be included as a 'side' only during the time established for the public rib tasting distribution.

Contestants must provide all needed equipment, supplies and any electricity required. The Village does not provide electric hook-ups. If any tents are used, they must be secured for safety purposes by the contestant, they cannot be staked into the asphalt surface.

Pits, cookers, props, trailers, tents or any other equipment, including generators, must be provided by the teams and may not exceed the boundaries of the team's assigned cooking space which is approximately 12' x 18'. If you are using a generator, please bring a small, quiet one so as to not detract from others enjoyment of the contest.

- For this contest, ribs are defined as Baby Back Ribs.
- Chicken, provided by the teams, can be any part you wish to have judged.
- You may cook the ribs and chicken in any manner that you feel will deliver a competitive product in the time allowed, provided that safe food handling guidelines are followed.
- Fires may be of wood, pellets, charcoal, or gas. Electric or Gas grills/pits ARE permitted. Fires may not be built on the ground. Ashes must be disposed of site and ONLY in approved ash disposal containers provided by the Village.
- It is the responsibility of the chief cook to see that the team assigned cooking space is kept clean and policed during and following the contest. All fires must be put out and all equipment removed from site after the contest. It is imperative that cleanup be thorough. Any team's assigned cooking space left in disarray or with trash, other than at trash containers, may disqualify said team from future participation. **All teams must clean their area at the end of the event and return all People's Choice rib coins to the ticket area.**

The following miscellaneous cleanliness and safety rules will apply:

- Cleanliness of the cook, assistant cooks and the team's assigned cooking space is required. Shirt and shoes are required to be worn.
- Plastic gloves are required while handling food.
- Sanitizing of work area should be implemented with the use of a bleach/water rinse (one cap of bleach/gallon of water).
- Each contestant will provide their own separate container for washing, rinsing, and sanitizing of utensils.
- The Village will provide a water source near the contest area.

The Village will need a minimum of twelve (12) contestants to hold this event and anticipates a maximum of twenty-eight (28) contestants. We will need at least twelve (12) teams to cook chicken to have a judged contest for best chicken.

Trophies will be awarded for First, Second, and Third place, as judged, for both ribs and chicken. A People's Choice trophy will also be awarded for ribs only. A Grand Master Trophy will be awarded to the team having the highest combined judged score in both ribs and chicken.

People's Choice

Once all ribs are turned in for judging, the public tasting portion of the contest will begin. Of the ten (10) slabs of baby back ribs provided by the Village, nine (9) slabs cut into individual portions (single rib) are to be made available for the public to sample. Festival attendees are encouraged to purchase coins from the Village in order to sample the ribs. Coins are deposited in a container (provided by Village) at the contestant tent. Each coin entitles the bearer to sample one portion (single rib). The public will then fill out a ballot provided by the Village and submit their selection for the People's Choice award.

Submission Process for Judging

- **For ribs** - each contestant MUST submit a minimum of six (6) separated and identifiable ribs placed in a single container as provided. They may be turned in with double bones, single bones or heavy meat on both sides of a single bone. Be sure each portion is cut through so that the Judges do not have to pull portions apart.
- **For chicken** – each contestant MUST submit a minimum of six (6) portions presented in a single container as provided.
- ALL CONTAINERS WILL BE PROVIDED. Containers must not be marked or the exterior altered in any way. Numbers assigned on the container shall not be altered in any way. Aluminum foil, stuffing, toothpicks, skewers and foreign materials are prohibited.
- Garnish is optional. If used, it is limited to chopped, sliced, shredded or whole leaves of fresh green lettuce; curly parsley; flat leaf parsley; kale; or, cilantro.
- The Palos Park Amateur Bar-B-Que Cook-off allows for blind judging only. Entries will be submitted in an approved numbered container provided by contest organizer, then will be randomly selected for judging, without the judges knowing the team's name or number. Entries will be judged by a judging team - judges will be at least 18 years of age; and majority will be Kansas City Barbeque Society (KCBS) trained and certified.
- Marking or sculpting the meat by any means will not be tolerated. This will include, but is not limited to, painting, sculpting, or decorating. To simplify the judging process, no side sauce containers will be permitted in the meat judging containers.
- Meats may be presented to the judges with or without sauce, as the contestant wishes. Sauce may not be pooled or puddled in the container.

Scoring Procedures

Each team will provide a minimum of (6) six portions for judging in a contest container provided by the Village.

The judges voting sheet will consist of the following scoring opportunities:

On a scale of 0 (disqualified), 1 (inedible) to 9 (excellent)

1. Appearance**
2. Taste
3. Tenderness/Texture

Appearance, tenderness and taste scores will be weighted in the following manner:

Appearance: 0.55 **Taste: 2.2** **Tenderness: 1.25**

**Appearance of the meat only.

CAUSES FOR DISQUALIFICATION

- Failure to comply with the rules and regulations established in this document.
- Excessive use of alcoholic beverages by a team, its members and/or guests. Under no circumstances are alcoholic beverages to be distributed to the general public by contestants and/or guests.
- Use of controlled substances by a team, its members, and/or guests.
- Foul, abusive or unacceptable language by a team, its members, and/or guests.
- Fighting and/or disorderly conduct.
- Health Department has the authority to remove any contestant.

During judging, an entry may be disqualified if there is evidence of marking, sculpting, or foreign objects. If the box is presented with ribs not properly separated or with an insufficient number of ribs, one or more of the judges not receiving a rib cannot judge and therefore, the entry will receive low total scores.

The Village will make every effort to provide judges' feedback on an entry through raw scores and the use of comment cards, which will be distributed to the teams following the contest. Comment cards will be available to the judges; judges will be encouraged by contest organizers to submit comments to the contestants. Individual judged scores will be sent to the teams following the event.

There will be NO REFUND of entry fees for any reason, except at the discretion of the contest organizer.

The decisions and interpretations of the Rules and Regulations are at the discretion of the Village of Palos Park representatives at the contest. Their decisions and interpretations are final.

The Village of Palos Park
Autumn In The Park Festival
The Village Green
8901 West 123rd Street

Event Date: Saturday, September 18, 2021

BBQ Contest Schedule of Events

7:30 am to 9:00 am	BBQ contestant set up, and inspection of contestants chicken
@ 9:30 am	BBQ Contest Cooks Meeting on site Rib meat distributed promptly following cooks meeting.
3:30 pm	Chicken turn in for judging
4:30 pm	Rib turn in for judging
4:35 pm	Public tasting
@ 6:30 pm	BBQ Awards announced in the main tent

Questions may be directed to Rick Boehm, Village Manager at rboehm@palospark.org or by telephone at 708.671.3702.





The Village of Palos Park
Autumn In the Park Festival
Palos Park Amateur Rib Cook-off Application 2021

Event Date: Saturday, September 18, 2021—Cooking will take place on the asphalt roadway/parking area adjacent to Recreation Building along Memorial Drive

FEE: Paid entry fee by Friday, August 27, 2021 - \$75.00
Entry fee August 30, 2021 through the deadline of Friday, September 10, 2021 - \$85.00
Optional Chicken for Judging add \$10.00 to above pricing
(Checks made payable to the Village of Palos Park)

Setup time: Begins at 7:30 AM to 9:00 AM. Area should not be left unattended after setup has been completed (see attached BBQ contest schedule for detail on times).

Chicken Turn-In for Judging 3:30 PM
Rib Turn-In for judging: 4:30 PM ~ Public tasting: 4:35 PM
Award presentation in the Main Tent: @ 6:30 PM

Chief Cook Name (please print): _____

Address: _____ Home # _____

E-mail: _____ Cell # _____

Type of grill: _____

Team Name _____

Cooking: Ribs Only _____ Both Chicken and Ribs _____

Names of Cook / Chef and attending assistant (s):

- (1) _____
- (2) _____
- (3) _____
- (4) _____

I have read, understand, and agree to the terms and conditions set forth in the Amateur Bar-B-Que Cook-off Rules and Regulations.

Printed name of Chef: _____

Signature of Chef: _____

Please return payment and complete signed application including all items listed below to:
Rick Boehm, Village Manager, the Village of Palos Park, 8999 W. 123rd St., Palos Park, IL 60464:

- Cook-off application, (page 6)
- Hold Harmless Agreement, (page 7)
- Entry fee; if by check make payable to: Village of Palos Park

Office Use Only:

Date Paid: _____ Check #: _____ Signed Rules/Waiver Attached: _____



The Village of Palos Park
Autumn In The Park Festival
Palos Park Amateur Bar-B-Que Cook-off

Event Date: Saturday, September 18, 2021

Hold Harmless Agreement

It is agreed by the applicant/participant that he/she shall assume full responsibility for, and hold the Village of Palos Park, and the event co-sponsors harmless and whole from any and all liabilities arising from the applicants, applicants agents and representatives conduct and actions (including but not limited to: transit to and from event, event set up period, the event, and the event take down period). Applicant/participant understands that he/she is solely liable for any and all claims and losses related to his/her actions and products exhibited, created, or brought to the event.

Applicant/participant also understands that there will be NO REFUNDS of applicant’s participation fees due to bad weather, ejection, disqualification, or other occurrences beyond the control of the Village of Palos Park and other sponsoring parties.

I also understand that without this form completed and agreed to, with all signatures affixed, the team entry form will NOT be accepted. This hold harmless agreement must be returned with the team entry form.

I have read the hold harmless agreement and refund policy, and agree to abide by the above mentioned and all other rules of the event.

Signed: _____

Print Name: _____

Date Signed: _____



2021 Autumn In The Park Festival

Village of Palos Park Amateur BBQ Contest

Saturday, September 18, 2021



JUDGING APPLICATION

In order to be considered as a judge, please fill out and submit this application form. This is an amateur event that will be held on Saturday afternoon, September 18, 2021. Contestants have the option of submitting chicken as well as the required pork ribs. Chicken will be turned in for judging at 3:30 PM, ribs will be turned in at 4:30 PM. The rib public tasting will be held at 4:35 PM. The judged awards (1st -3rd Place) for both chicken and ribs as well as a Grand Champion will be announced in the Main Tent @ 6:30PM. We are once again targeting 100% KCBS CBJ's for our contest. Any questions about judging or about the event can be addressed by visiting the Village website www.palospark.org, by calling the Village at (708) 671-3700, or by emailing rboehm@palospark.org.

Return completed form to: Rick Boehm, Village of Palos Park, 8999 W. 123rd Street, Palos Park, IL 60464 or via the email above.

Our selection process will generally be a first-come first-serve basis. Individuals who possess the following qualifications, and/or are willing to assist, will move to the top of the list when the assignment process begins:

- Are a KCBS Certified Judge with current membership
- Are available to judge on the afternoon of September 18, 2021
- Indicate they can fulfill any role, including assistance (table captain, turn-in table assistance).

First Name: _____

Last Name: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

KCBS Certified Judge? KCBS Certified Table Captain? Are you a first time judge?

YES or NO YES or NO YES or NO

CBJ Number _____ Expiration Date _____

Please select the roles you WILLING to fulfill during judging:

- Judge
- Table Captain
- Turn-In Table Assistance