



# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)

## Meeting Agenda

### Committee of the Whole

*Village President Keith Pekau*

*Village Clerk John C. Mehalek*

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

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

---

Monday, February 17, 2020

6:00 PM

Village Hall

---

#### A. CALL TO ORDER/ROLL CALL

#### B. APPROVAL OF MINUTES

[2020-0040](#) Approval of the January 6, 2020 Committee of the Whole Minutes

Attachments: [Draft Minutes](#)

#### C. ITEMS FOR SEPARATE ACTION

1. [2020-0089](#) An ordinance amending Title 8, Chapter 6 of the Orland Park Village Code in regard to Drug Paraphernalia and Recreational Cannabis - Recommended Ordinance  
  
Attachments: [Ordinance - Title 8, Chapter 6](#)
2. [2020-0090](#) 143rd Street, Jurisdictional Transfer from Will-Cook Road to Wolf Road - Discussion  
  
Attachments: [Jurisdiction Transfer Map](#)
3. [2020-0119](#) 151st Street from West Avenue to Ravinia - Overhead Utility Lines Burial Discussion  
  
Attachments: [ComEd Estimate 151st across fire station 1-23-2020](#)  
[ComEd Estimate 151st entire length 10-16-14](#)
4. [2020-0034](#) Orland Ridge - Development Agreement and Ordinance Approval  
  
Attachments: [Orland Ridge - Development Agreement](#)  
[Orland Ridge - Development Ridge Ordinance](#)
5. [2020-0091](#) Village Code Amendments to Title 6, Chapter 2 Nuisances, Title 7 Chapter 13 Peddlers and Transient Merchants, and Title 5 Chapter 8 Rental Housing

**Attachments:** [Proposed Amendment Title 6 Chapter 2 Nuisances](#)  
[Proposed Amendment Title 7 Chapter 13](#)  
[Proposed Amendments Title 5 Chapter 8](#)

**D. NON-SCHEDULED CITIZENS & VISITORS**

**E. ADJOURNMENT**

DATE: February 17, 2020

## **REQUEST FOR ACTION REPORT**

---

File Number:	<b>2020-0040</b>
Orig. Department:	<b>Village Clerk</b>
File Name:	<b>Approval of the January 6, 2020 Committee of the Whole Minutes</b>

---

### **BACKGROUND:**

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of January 6, 2020.

# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)



## Meeting Minutes

Monday, January 6, 2020

6:00 PM

Village Hall

## Committee of the Whole

*Village President Keith Pekau*

*Village Clerk John C. Mehalek*

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

## CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:02 P.M.

**Present:** 7 - President Pekau; Village Clerk Mehalek; Trustee Fenton; Trustee Calandriello; Trustee Healy; Trustee Nelson Katsenes and Trustee Milani

**Absent:** 1 - Trustee Dodge

## APPROVAL OF MINUTES

### 2020-0021 Approval of the December 16, 2019 Committee of the Whole Minutes

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of December 16, 2019.

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

**Aye:** 7 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

**Absent:** 1 - Trustee Dodge

## ITEMS FOR SEPARATE ACTION

### 2019-0863 Intergovernmental Agreement with the Will County Emergency Telephone System (ETSB) to authorize cooperation between the Orland Park Police Department and ETSB by coordinating the development of common definitions, database designs and metadata standards to facilitate mutual sharing of data sets and review their GIS programs cooperatively to promote the development of compatible hardware and software systems - Approval

The police department is seeking approval to review GIS program data with ETSB cooperatively to promote the development of compatible hardware and software systems. ETSB agrees to provide the Orland Park Police Department with a data license to use certain specified data sets listed below for the area covered by their geographic jurisdiction:

1. Street Centerlines
2. Fire boundaries for Mokena and Homer Township
3. Police Boundaries for Mokena and Sheriff (in the northwest area of Frankfort Township and south side of Homer Township)
4. City layer in general area along Cook County border where Orland Park is located
5. PSAP Boundary layer

I move to recommend to the Village Board to approve the Intergovernmental

Agreement between the Will County Emergency Telephone System and the Village of Orland Park in the development of common definitions, database designs and metadata standards to facilitate mutual sharing of data sets and review their GIS programs;

And

to authorize the Village Manager to execute the agreement upon approval of the Board

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

**Aye:** 7 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

**Absent:** 1 - Trustee Dodge

#### **2020-0010 151st Street, Phase III Engineering Services, Consultant Recommendation**

The Village and its consultants, Christopher B. Burke Engineering, Ltd. (CBBEL) and Santacruz Land Acquisition have completed the design, construction, and land acquisition documents for the widening and reconstruction of 151st Street from Ravinia Avenue to West Avenue. This project includes a new roundabout at the intersection of West Avenue and 151st Street as well as new watermain, storm sewers, intersection and roadway improvements at West Avenue, 151st Street, and Ravinia Avenue.

The project design and specifications have been accepted by the Illinois Department of Transportation (IDOT). IDOT is in the process of bidding this project with the expected bid opening date of January 17, 2020. The next step in this process for the Village is to retain a qualified engineering consultant for Phase III, Construction Engineering Services which is also known as construction observation services.

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

Village Manager George Koczvara and Director of Programs and Engineering Services Khurshid Hoda responded to Mayor Pekau's questions and comments. (refer to audio file)

Mayor Pekau entertained an amendment to the original motion. (refer to audio file)

I move to recommend to forward this item to the Village Board of Trustees without a recommendation pending the evaluation criteria being included in our notes.

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

**Aye:** 7 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

**Absent:** 1 - Trustee Dodge

**ADJOURNMENT: 6:08 P.M.**

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

**Aye:** 7 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

**Absent:** 1 - Trustee Dodge

**2020-0038 Audio Recording for the January 6, 2020 Committee of the Whole Meeting**

**NO ACTION**

**/AB**

Respectfully Submitted,

---

**John C. Mehalek, Village Clerk**

DATE: February 17, 2020

## **REQUEST FOR ACTION REPORT**

---

File Number: **2020-0089**  
Orig. Department: **Police Department**  
File Name: **An ordinance amending Title 8, Chapter 6 of the Orland Park Village Code in regard to Drug Paraphernalia and Recreational Cannabis - Recommended Ordinance**

---

### **BACKGROUND:**

The police department is seeking to amend Title 8, Chapter 6, of the Orland Park Village Code, Drug Paraphernalia and Recreational Cannabis to include a new section, 8-6-7-4: EXCEPTION FOR CANNABIS and to amend 8-6-9-3: EXCEPTION to allow for the possession of paraphernalia or cannabis as outlined in the Cannabis Regulation and Tax act 410 ILCS 705/1, *et seq.*, or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1, *et seq.*

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to recommend to the Village Board to pass an Ordinance entitled: AN ORDINANCE AMENDING TITLE 8, CHAPTER 6, OF THE ORLAND PARK VILLAGE CODE IN REGARD TO DRUG PARAPHERNALIA AND RECREATIONAL CANNABIS.

---



..T

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 6 OF THE ORLAND PARK VILLAGE CODE IN REGARD TO DRUG PARAPHERNALIA AND RECREATIONAL CANNABIS**

..B

WHEREAS, the Village President and Board of Trustees of the Village of Orland Park (the “Village”) have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to 65 ILCS 5/1-2-1, the Village may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities; and

WHEREAS, the Village deems it to be in the best interest of the public to prohibit the use and possession of cannabis and cannabis paraphernalia by persons not authorized to do so under State law.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, and pursuant to its home rule powers, as follows:

**SECTION 1:**

The above recitals are incorporated herein by reference as though fully set forth herein.

**SECTION 2:**

Title 8, Chapter 6, of the Orland Park Village Code is amended by adding a new Section 8-6-7-4, which shall read in its entirety as follows:

“8-6-7-4: EXCEPTION FOR CANNABIS PARAPHERNALIA:

The provisions of this Section shall not apply to cannabis paraphernalia, as defined in Section 1-10 of the Cannabis Regulation and Tax Act 410 ILCS 705/1-10, to the extent authorized by State law.”

**SECTION 3:**

Title 8, Chapter 6, Section 8-6-9-3, of the Orland Park Village Code is amended to read in its entirety as follows:

“8-6-9-3 EXCEPTIONS

The provisions of this Section shall not apply to:

Any person who has been authorized by the Department of Mental Health and Developmental Disabilities, with the approval of the Department of Law Enforcement, to possess and deliver substances containing cannabis;

or

Persons registered under Federal law to conduct research with cannabis;

or

Persons in possession of cannabis in compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1, *et seq.*, or the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/1, *et seq.*”

**SECTION 4:**

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

## **REQUEST FOR ACTION REPORT**

---

File Number:	<b>2020-0090</b>
Orig. Department:	<b>Programs &amp; Engineering Department</b>
File Name:	<b>143rd Street, Jurisdictional Transfer from Will-Cook Road to Wolf Road - Discussion</b>

---

### **BACKGROUND:**

The Village, its engineering staff, and its engineering consultants have been working to secure construction funding for the widening/improvements of the 143rd Street project for over a decade. The 143rd Street project includes widening and improving the roadway from Southwest Highway to Will-Cook Road from two-lanes (one lane each direction) to five-lanes (two lanes each direction with a center turn lane). The Village has received some funds for engineering studies, but has not received any federal or state funds for construction. The following is a list of efforts that the staff has previously initiated to acquire construction funds:

-Federal TIGER Grants, now known as BUILD grant. The staff will again apply for this grant later this year when the applications open.

-Surface Transportation Program (STP) funds, federal transportation funds administered by Illinois Department of Transportation (IDOT) and managed by Chicago Metropolitan Agency for Planning (CMAP) and Southwest Conference of Mayors (SCM)

-Multiple requests over several years by staff to IDOT to include our project in their Multi-Year Program (MYP). The MYP is a five-year program which is used by IDOT to identify transportation projects throughout the state. Inclusion in the MYP guarantees the availability of construction funds by IDOT. Staff proactively reached out to IDOT last year in an attempt to get the 143rd Street project included in the 2020-2025 MYP, but IDOT indicated that they are unable to include the Village's project in the current program.

Earlier this year, staff learned that IDOT has a program where they give a higher priority for construction funding if a municipality is willing to take ownership of an unmarked section of a state highway. For the 143rd Street project, the roadway section between Will-Cook Road and Wolf Road is an unmarked state highway (refer to the attached map). Staff confirmed with IDOT officials that if the Village makes an official request for jurisdictional transfer, IDOT will consider assigning a higher priority for construction funding.

The Village has completed Phase I and Phase II (90%) engineering studies for the Will-Cook Road to Wolf Road section. This section of the project is as close to a "shovel ready" project as possible. The estimated construction cost is \$14M.

The following are the typical steps for a jurisdictional transfer:

1. The Village sends a letter to IDOT indicating its willingness to accept a jurisdictional transfer from Will-Cook Road to Wolf Road, provided that the funding for the improvement is allocated.
  2. IDOT reviews and accepts the offer letter and assigns a higher construction funding priority
-

---

for the project.

3.IDOT allocates funds for the project. This step can be handled in one of two different ways, as detailed below. In either scenario, the Village is responsible for paying ineligible items such as some traffic signals, landscaping, project enhancements, and other items which may be identified by IDOT.

a. IDOT builds the road at its expense and using its resources. This may be a slightly lengthier construction process due to IDOT's internal procedures. However, the advantage is IDOT is responsible for all cost overruns and addressing any unknown conditions during construction.

b. IDOT provides the estimated construction cost as a lump sum amount to the Village and the Village builds the road using its resources. This may be a quicker way to start and complete the roadway construction process. However, possible challenges with this approach are how to handle, and who pays for, construction cost overruns and unknown conditions uncovered during construction.

4. IDOT and the Village execute an agreement for construction completion and jurisdictional transfer.

5. IDOT or the Village complete roadway construction (based upon 3a or 3b above).

6. After construction completion, the Village takes ownership of the improved roadway and responsibility for maintenance and reconstruction in perpetuity. If IDOT and the Village agree on the 3b approach (above), IDOT may require that the jurisdictional transfer be completed when they transfer construction funds to the Village.

Based on the above discussion, staff believes that the jurisdictional transfer is the best approach to complete 143<sup>rd</sup> from Will-Cook Road to Wolf Road. A similar approach may be applied, with IDOT's approvals, at a later date for the Wolf Road to Southwest Highway section. However, this section is a marked highway which will require other changes, including realigning and re-signing Route 7 before a jurisdictional transfer request can be made.

Therefore, staff is recommending that the Village send a letter to IDOT indicating its willingness to accept a jurisdictional transfer for 143<sup>rd</sup> Street from Will-Cook Road to Wolf Road section, provided an acceptable timeline and cost can be negotiated.

## **BUDGET IMPACT:**

There are no immediate financial impacts related to this request.

## **REQUESTED ACTION:**

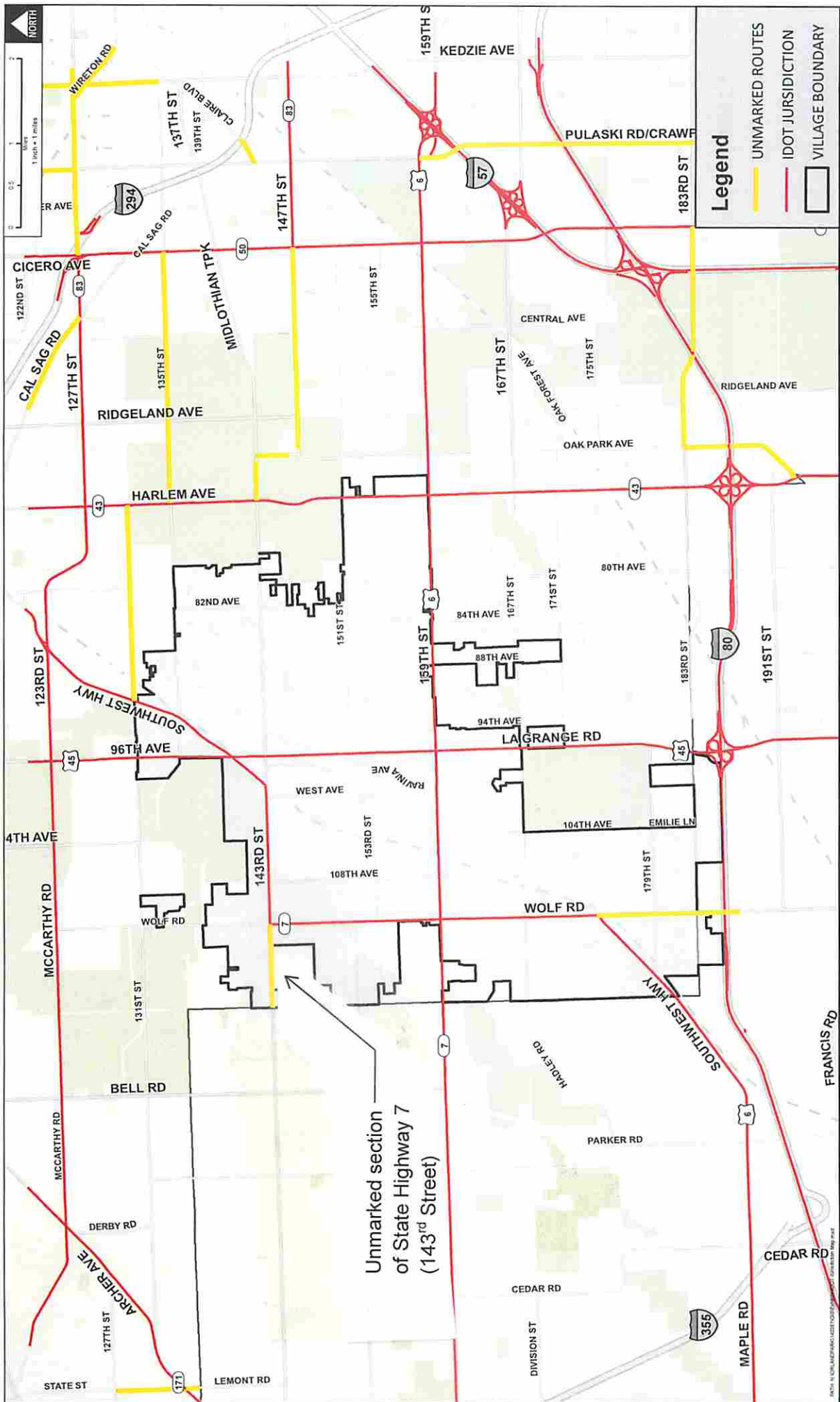
Staff is requesting consensus to begin the jurisdictional transfer process by sending IDOT a letter indicating the Village's willingness to accept a jurisdictional transfer of 143rd Street from Will Cook Road to Wolf Road along 143rd Street.

A motion is not needed for this request. The staff will come back to the Committee of the Whole and to the Board of Trustees when IDOT allocates funds for the project and is ready to negotiate and execute a jurisdictional transfer agreement.

---

---

---



**Legend**

- UNMARKED ROUTES
- IDOT JURISDICTION
- VILLAGE BOUNDARY

PROJ. NO.	143331
DATE	12/22/22
SHEET	6 OF 8
DRAWING NO.	
EXH	

**UNMARKED ROUTES & IDOT JURISDICTION ROUTES**

**VILLAGE OF ORLAND PARK**



**CHRISTOPHER B. BURKE ENGINEERING LTD.**  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

Unmarked section of State Highway 7 (143rd Street)

## **REQUEST FOR ACTION REPORT**

---

File Number: **2020-0119**  
Orig. Department: **Programs & Engineering Department**  
File Name: **151st Street from West Avenue to Ravinia - Overhead Utility Lines Burial Discussion**

---

### **BACKGROUND:**

During the preliminary design of the 151st Street (West Avenue to Ravinia) project, the Orland Fire Protection District (OFPD) voiced their concerns regarding the height of the existing utility lines attached to the Commonwealth Edison (ComEd) poles along the north side of 151st Street. The OFPD is requesting additional clearance for their fire engines when they pass under the lowest of these utility lines. There are three options available to address these issues with varying costs to the Village:

1. The Village could pay ComEd (and other utilities on these poles) to relocate their existing lines to underground facilities along the entire stretch of the construction project. The estimated cost for this option is approximately \$1,600,000.
2. The Village could pay ComEd (and other utilities on these poles) to underground their facilities across the fire station driveway only (approximately 100' in length). The estimated cost for this option is approximately \$400,000.
3. Continue as designed, with ComEd aerial relocation. Information received from ComEd states that the proposed design will install 50' poles with the power lines at a 40' height and the lower utility lines at 25' to 30' feet high. All the proposed design heights are much greater than the minimum 16' height required by engineering standards and meet the OPFD needs.

In previous Village Board review for this project, the Board gave inclinations that the Village should direct ComEd to increase the pole height in order to raise the utility lines to meet the required clearance.

### **BUDGET IMPACT:**

The costs to Village range from approximately \$400,000 to \$1,600,000 for the different burial options. The proposed ComEd aerial relocation would not have any additional financial impact as compared to the approved project.

### **REQUESTED ACTION:**

Village staff is seeking consensus for one of the three options.

---

Commonwealth Edison Company  
Public Relocation Department  
One Lincoln Centre  
Oak Brook Terrace, IL 60181

[www.comed.com](http://www.comed.com)

An Exelon Company

January 23 2020

Mr. Sean Marquez  
Senior Project Engineer  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462

Project: H17837CRE  
Work Order: 15952799  
EPS Project: 19FRD123

Re: Relocation of overhead electric facilities along **151<sup>st</sup> St.**

Dear Sean,

This letter is in reply to an inquiry regarding the **Village of Orland Park's** request to relocate ComEd's overhead electric lines along **151st**. More specifically, the subject electric lines are currently situated along **151st, in front of the fire station located at 9790 151st Street**.

The preliminary estimated cost to relocate the existing overhead facilities is approximately **\$194,686**. This is a **non-binding, high-level cost estimate prepared without an engineering design** for preliminary budgetary purposes only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final costs may be higher or lower depending on mutual agreement of facilities relocated, final engineering design, difficulty of work area and what the accepted contract bid is for performing the work. The village should take note that final costs will be based off the total actual charges that ComEd incurred to complete this project. This cost estimate is good for 60 days from the date on this letter.

General Assumptions:

- This estimate is for the relocation of ComEd electric facilities only. The village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate, and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Others Responsibilities:

- Other's will be responsible to obtain all permits and easements/ROW at the other's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications (overhead to underground or relocated overhead service drops) are the responsibility of the village.
- Each switchgear being installed will require a minimum 10' x 22' parcel. This will have to be discussed in detail with the property owners.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of others.
- Other's to provide ComEd with all required easements for underground facilities being installed.
- All trees, shrubs and vegetation to be removed by other's in the proposed easement areas. Grade to be within 4" of final grade before ComEd starts its work.





**Preliminary Scope of Work:**

- Removal/topping of approximately 3 poles and associated primary/secondary wire and equipment
- Removal of 12kv 3-1/C primary aerial wire ~300'
- Install approximately 600' of 6" poly pipe via directional bore
- Install approximately 600' 12kV primary underground cables and other associated underground equipment
- Install approximately "4" overhead 3-Ph terminal poles
- Install "2" 4-Bay Switchgear
- Install approximately "3" splice boxes

If the village desires to proceed with relocation, there will be an advance engineering charge required of **\$19,468**. This engineering charge is non-refundable and will be applied towards the total cost of the project if the village authorizes the construction work to proceed. Once engineering is complete, the cost estimate will be submitted for village approval.

**The Village will have two payment options available to them. Check one of boxes below, sign and return with check and/or copy of the executed ordinance.**

- The first would be a progressive payment schedule requiring a 50% first partial payment of **\$97,343** with the potential of multiple payments as construction progresses. The 50% deposit and all required easements must be in place before ComEd work can be scheduled. This can be a minimum of 6–12 weeks from that date contingent upon ComEd's scheduled work load. **Final payment invoicing will occur upon completion of the work.**
- The second option would be under Rider LGC, Local Government Compliance Clause, where ComEd applies an additional "per kilowatt-hour charge onto the monthly bills of all customers within the municipal boundaries of the **Village of Orland Park**. As costs for this project are incurred each month, the appropriate share of those costs will be reflected as a separate line item charge on the monthly bills of the customers. The "per kilowatt-hour" charges will continue until the project is completed and all costs for the project are reflected on ComEd's books of account.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

***'Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.'***

The village should take special note of the fact that ComEd must meet our "Service" obligations at least cost to our "Ratepayers." Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the village desire place additional facilities underground, the village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

If you have questions please feel free to call me directly.

Sincerely,

Emily Craven  
Sr. Engineering Tech Specialist  
Public Relocation Department  
Office: (312)718-8391  
[emily.craven@exeloncorp.com](mailto:emily.craven@exeloncorp.com)

FOR THE APPLICANT:

\_\_\_\_\_  
Accepted By                          Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Date

Commonwealth Edison Company  
Public Relocation Department  
25000 Governors Highway  
University Park, IL 60466

[www.comed.com](http://www.comed.com)

An Exelon Company

October 16, 2014

Kurt Corrigan  
Development Services  
14700 Ravinia Ave  
Orland Park, IL 60462

PD Number: TBD  
Work Order: TBD  
EPS Project: TBD

Re: Relocation of overhead electric facilities along 151<sup>st</sup> St as occupied.

Dear Mr. Corrigan,

This letter is in reply to an inquiry regarding the Village of Orland Park (the Village) request to relocate ComEd's (the Company) overhead electric lines 151<sup>st</sup> St. More specifically, the subject electric lines are currently situated along 151<sup>st</sup> St corridor between West and Ravinia Avenues of the project plan.

The preliminary estimated cost to relocate the existing overhead facilities is approximately **\$935,000**. This is a non-binding, high-level cost estimate prepared without an engineering design for preliminary budgetary purposes only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final costs may be higher or lower depending on mutual agreement of facilities relocated, final engineering design, difficulty of work area and what the accepted contract bid is for performing the work. The Village should take note that final costs will be based off the total actual charges that ComEd incurred to complete this project. This cost estimate is good for 30 days from the date on this letter.

General Assumptions:

- This estimate is for the relocation of ComEd electric facilities only. The Village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Others Responsibilities:

- Other's will be responsible to obtain all permits and easements at the other's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications are the other's responsibility.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of other's.
- Other's to provide ComEd with all required 15' x 25' easements for underground facilities being installed. Approximately 5 locations are anticipated.
- All trees, shrubs and vegetation to be removed by other's in the proposed easements. Grade to be within 4" of final grade before ComEd starts its work.
- Street lights attached to ComEd poles that will be removed as part of this project shall be replaced by others.

Preliminary Scope of Work:

- Set 2 wood cable lateral poles w/cross arm construction, remove approximately 17 poles and associated primary/secondary wire, transformers, switches, and other equipment.
- Install approximately 4,000' of 5" poly pipe/conduit and 4,500' of primary underground cables, 1 splice box/manhole , approximately 10 cable splices and other associated underground equipment.
- Install 5- 4bay pad mounted switchgears and 2 pad mounted transformers.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

*'Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.'*

The Village should take special note of the fact that ComEd must meet our "Service" obligations at least cost to our "Ratepayers." Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the Village desire the facilities be placed underground, the Village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, "The Village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation".

If the Village desires to proceed with relocation, there will be an advance engineering charge required of **\$55,000**. This engineering charge is non-refundable, and will be applied towards the total cost of the project if the Village authorizes the construction work to proceed. Once engineering is complete, the cost estimate will be submitted for Village approval.

Once the Village approves proceeding with the project, there are two payment options available. The first would be a progressive payment schedule. This would include a first partial payment of 50% of the construction cost estimate prior to the start of construction with the potential for multiple payments as construction progresses. Final invoicing will occur upon completion of all work based on actual charges. The second option would be under Rider LGC, Local Government Compliance, where ComEd applies an additional "per kilowatt-hour charge" onto the monthly bills of all customers within the municipal boundaries of Village of Orland Park. As costs for this project are incurred each month, the appropriate share of those costs will be reflected as a separate line item charge on the monthly bills of the customers. The "per kilowatt-hour" charges will continue until the project is completed and all costs for the project are reflected on ComEd's books of account.

If you have questions please feel free to call me directly.

Sincerely,

*Francisco Perez, Jr.*

Frank Perez  
Project Engineer  
Public Relocation Department  
Office: 815-724-5065  
[Francisco.Perezjr@ComEd.com](mailto:Francisco.Perezjr@ComEd.com)

ComEd Approvals:

---

Manager Public Relocation

Cc: Bonita M. Parker - ComEd External Affairs Manager

## **REQUEST FOR ACTION REPORT**

---

File Number:	<b>2020-0034</b>
Orig. Department:	<b>Development Services Department</b>
File Name:	<b>Orland Ridge - Development Agreement and Ordinance Approval</b>

---

### **BACKGROUND:**

On April 15th, 2019, the Village Board approved: (1) a map amendment rezoning the subject property from E-1 Estate Residential to COR Mixed-Use, and (2) a special use permit for a planned development with modifications to be known as "Orland Ridge" consisting of 104 attached Ranch Villa dwelling units, 190 attached Townhome units, a Club House, public and private streets, public art, recreational facilities and a stormwater management system. The subject property is generally located at 16727-16801 S. La Grange Road, Orland Park, Illinois 60462.

The Development Agreement and Development Agreement Ordinance are attached to this report.

#### Development Agreement Summary

1. The development is located at 16727-16801 S. La Grange Road, Orland Park and consists of approximately 57.54 acres.
  2. The developer is S. R. Jacobson Development Corporation of Bingham Farms, MI (Ann Arbor area). S. R. Jacobsen is known for developing higher-end, residential rental properties. They recently completed Ashwood Place Apartments in Naperville where ranch units are similar to Orland Ridge.
  3. The development include a mixed use planned development consisting of 104 attached ranch villa dwelling units, 190 attached townhome units, a club house, private streets, roundabout, public art, recreational facilities and a stormwater management system located on Lots 2 and 3 as depicted on EXHIBIT A of Development Agreement (attached). The Developer will also construct a public street within the development, 169<sup>th</sup> Place, connecting 94<sup>th</sup> Avenue to LaGrange Road.
  4. The current owner of the property, SSM Health Care Corporation, a nonprofit organization of Missouri, will retain title to the commercial component parcel depicted as Lot 4 and the hotel parcel depicted as Lot 1 on EXHIBIT A of Development Agreement (attached). The commercial area on Lot 4 consists of 19,000 square feet of retail space (conceptual at this time) and 26,625 square feet of restaurant space (conceptual at this time). The hotel area on Lot 1 consists of a 6-story 122 room hotel (conceptual at this time). The Owner will seek to have such parcels developed by a commercial developer subject to the terms and conditions of this Development Agreement or a new or Amended Development Agreement as may be required by the Village.
  5. Developer and Owner with regard to their respective parcels covenant and agree that they will execute all necessary directions and issue all necessary instructions and take all other actions necessary to perform their respective obligations hereunder with respect to the Subject
-

---

Property.

6. 169th Place must be fully constructed by Developer including sidewalks and multi-use paths and connected to La Grange Road prior to final occupancy being granted for more than 50% of the residential units.

7. Developer and its successors will be responsible for the maintenance of the landscaping areas; lighting and the roundabout on and along 169th Place and shall cooperate with the Village to create a "fall back" or "dormant" Special Service Area, if needed. Refer to Section Seven of the Development Agreement. 169<sup>th</sup> Place will be labeled as Orland Ridge Drive.

8. All private park space, with the exception of the clubhouse and pool area, must be accessible to the general public and signage must be installed that indicates the public accessibility. The development may not be gated or outside public access otherwise restricted. The clubhouse must be equally available to all ranch villa and townhome residents of the development.

9. The developer shall install environmental educational signage around all wetlands and detention ponds.

10. The installation and maintenance of landscaping in all storm water management and wetland areas shall be performed by a qualified landscape contractor, as approved by the Village Development Services Department.

11. Water Supply - Developer shall be required to construct and install at its expense all necessary on-site water mains to service the residential parcels. Owner or its successors in interest shall be required to construct and install at its expense all necessary on-site water mains to service the commercial parcels. All water main routes shall be appropriately looped within the Subject Property in order to provide sufficient water circulation throughout the development. All such water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village and shall be subject to the conditions of the water supply agreement with Illinois-American Water Company. The Village shall enter into a water supply agreement with Illinois-American Water Company for the bulk purchase of water and provide water to the residential and commercial parcels at standard Village water rates with a markup for any direct increase in cost resulting from the water supply agreement in accordance with Village water rates established from time to time. The Developer shall pay to Illinois-American Water Company and/or the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with the requirements of Illinois-American Water Company and Village ordinances. The Developer must install separate water meters for each tenant space. The Developer shall install all water main extensions, appurtenances and bulk water supply metering equipment and vaults for supplying the development. The Developer shall be responsible for all maintenance of the installed water mains, appurtenances and the booster station until formal acceptance thereof is provided by the Village. Multi-unit town-home buildings shall have separate water service connections for each individual unit.

12. Sanitary Sewers - The Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. The Village shall enter into an agreement with

---

---

Illinois-American Water Company for sanitary sewer service for the residential and commercial parcels, for which the cost to the project shall be included in the water rates. Multi-unit residential townhome buildings shall have separate sewer service connections for each individual unit. Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and Developer will make adequate provision that this will not occur. The Developer shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village.

13. Streets, Street Lighting, Sidewalks - The Developer shall construct and install all sidewalks, walking paths, and ramps as shown in EXHIBITS B and C (and as modified in accordance herewith) and in accordance with the Code and approved engineering. All locations where sidewalk improvements and crosswalks are proposed should have a receiving Americans with Disabilities Act compliant sidewalk containing a cast iron detectable warning plate of the East Jordan Iron Works "Duralast" type, powder-coated brick red. If a necessary sidewalk is not available, the sidewalk extension should be signed accordingly with a "SIDEWALK CLOSED" sign or the sidewalk extension should not be constructed. Sidewalks, walking paths, and ramps on private property must be privately owned and maintained in perpetuity by the Developer and all successors in title.

The Developer shall construct all public and private street lights and all necessary electrical wiring required by the Village in order to meet all applicable Village standards. The Developer shall be responsible to own and maintain in perpetuity the public street lighting. The private ownership is dictated by the unique nature of the chose light standard.

The Village shall accept the dedication of 169th Place right-of-way (labeled as Orland Ridge Drive on preliminary subdivision plat) upon recording of the plat of subdivision for the Subject Property. An out-lot shall be established within the 169th Place right-of-way to cover the proposed traffic circle/roundabout and landscaped splitter island areas for the purpose of establishing private ownership and maintenance.

14. Special Service Area - 169th Place Improvements - With Developer's and Owner's cooperation, the Village will create a "fall back" or "dormant" Special Service Area pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, et seq.) to cover the Subject Property for the future maintenance, repair and replacement of the landscaping areas, lighting (including light fixtures and poles) and the roundabout on and along 169th Place, as delineated on EXHIBIT B, if said maintenance, repair, and replacement are not done by Owner and/or Developer in accordance with the Code. Owner and Developer will waive any statutory objections to the formation of said Special Service Area and will consent to the proposed future tax levy required for such maintenance, repair, and replacement. Owner and Developer will provide, by recorded covenants or conditions or other appropriate recordable documents, for all necessary cross access and shared maintenance among future lot or property owners for the landscaping, lighting (including light fixtures and poles) and roundabout on and along 169th Place.

15. Contributions - Impact Requirements - The contributions, impact, and exaction fees provided for in Section 5-112-H of the Code shall be paid to the Village by the Developer or Owner upon application for each building permit applicable to each dwelling/townhome unit, clubhouse, hotel, commercial site, and retail site. In accordance with the Final Plan Citation letter dated April 22, 2019, Paragraph 8, Page 2, the Developer will receive a credit of \$381,832.00 from the Village for the required cost donation for capital improvements.

The following is the motion approved by the Board on April 15, 2018.

"Based on proposed park land acreage and proposed park capital improvements; the developer will

---

---

pay cash-in-lieu to the Village in the amount of \$76,371, based on the formula required by Village code, for the ½ acre shortage of required park land contribution and the developer will get the maximum credit of \$381,832 from the Village for the required cash donation for capital improvements. The developer will also pay \$100,000 towards a public art element for the project. The developer is required to work with staff on the selection, procurement, and installation of the required public art.”

The Developer has agreed to cooperate with the Village in the design, fabrication, and installation of certain artwork within the proposed development. The Developer and the Village Development Services Department shall work together cooperatively to select mutually acceptable artwork within the budget for the artwork. To provide for payment of the cost of designing, fabricating and installing the said artwork, the parties agree as follows:

- a) The purpose of public art is to provide an “experience” for Orland Ridge residents, visitors, retail shoppers, hotel guests, and the residents of Orland Park.
- b) Prior to the start of installation of utility infrastructure, Developer shall pay to the Village the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to be held in trust by the Village and to be used solely for the cost of design, fabrication and installation of the artwork;
- c) The Village shall contribute the sum of SEVENTY-SIX THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS (\$76,371.00), representing the amount of the Developer's required contribution/exaction payment to the Village for capital improvements of parks within the Subject Property pursuant to Section 5-112-H.2.b.2. of the Code which amount shall be held by the Village in the trust account provided for in a), above; and
- d) The Village shall contribute the balance of the cost of design, fabrication, and installation of the artwork in an amount not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00), which amount shall accrue from Developer's contributions, impact and exaction fees pursuant to Section 5-112-H of the Code, and which amount shall be held by the Village in the trust account provided for in a), above. The Developer shall not be required to provide additional contributions in excess of the impact and exaction fees otherwise required by the Code.
- e) The Developer and all successors in title shall own the artwork and shall be responsible for the maintenance and upkeep of all artwork. The Village must first approve any change, removal or covering of the artwork.

#### Current Request

The purpose of this request is as follows:

- a) Review and approve, modify, or reject the major items (discussed above) related to the Orland Ridge development.
- b) Review and approve, modify, or reject the items related to the proposed public art element for the development.

To address a stormwater issue related to floodplain requirements, the developer has requested modifications to the smaller pond and cul-de-sac located in the NE portion of the site. This is relatively a minor modification and the staff, fire district and Village’s engineering consultant concur with the requested modifications. The Village code requires that those modifications be approved by the Planning Commission. If the modifications are unanimously approved by the Planning Commission and after the modifications are processed by the Village staff, it is staff’s intent to take the modified Development Agreement and Development Ordinance, including the modifications

---

---

approved tonight by the Committee of the Whole, to the Village Board at a future date.

**BUDGET IMPACT:**

**REQUESTED ACTION:**

I move to recommend to the Village Board to approve the Orland Ridge Development Agreement (with the recommended modifications) located at 16727-16801 S. La Grange Road, Orland Park, Illinois 60462;

And,

I move to recommend to the Village Board to pass an Ordinance entitled ORDINANCE AUTHORIZING DEVELOPMENT AGREEMENT - (ORLAND RIDGE 16727-16801 S. LAGRANGE ROAD).



Prepared By:

E. Kenneth Friker

On behalf of the Village of Orland Park

Klein, Thorpe & Jenkins, Ltd.

15010 S. Ravinia- Suite 10

Orland Park, IL 60462

For Recorder's Use Only

---

**DEVELOPMENT AGREEMENT - ORLAND RIDGE  
(16727-16801 S. LAGRANGE ROAD)**

INTRODUCTION

1. This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and among the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), S.R. JACOBSON DEVELOPMENT CORP., a Michigan corporation (hereinafter referred to as "Developer") and its successors or assigns, and SSM Health Care Corporation, a Missouri nonprofit corporation (hereafter referred to as "Owner").
2. The Property subject to this Agreement, legal title to which is vested in Developer or Owner with regard to their respective parcels (excepting such portion as is dedicated to the public), is legally described as follows:

**LEGAL DESCRIPTION:** THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, (EXCEPTING THEREFROM THE SOUTH 30.89 FEET AND THE EAST 33.00 FEET THEREOF AND EXCEPTING THEREFROM THE NORTH 460.0 FEET OF THE EAST 474.0 FEET THEREOF AND EXCEPTING THEREFROM THE NORTH 574.0 FEET OF THE WEST 380.0 FEET OF THE EAST 854.0 FEET THEREOF AND EXCEPTING THEREFROM THAT PART OF THE NORTH 466.70 FEET LYING WEST OF THE EAST 854.0 FEET THEREOF AND EXPECTING THAT PART TAKEN FOR HIGHWAY PER DOCUMENT 10155686 AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY DOCUMENT 92907123, DESCRIBED AS FOLLOWS:

PARCEL 1: THE NORTH 19.11 FEET OF THE SOUTH 50 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THOSE PARTS FALLING IN 96TH AVENUE AND 94TH AVENUE), IN COOK COUNTY, ILLINOIS: AND

PARCEL 2: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER, AFORESAID; THENCE EAST, ALONG THE SOUTH LINE THEREOF, 42.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 96TH AVENUE; THENCE NORTH, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, TO ITS INTERSECTION WITH A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 15 FEET; THENCE SOUTHEASTERLY TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, SAID POINT BEING 15 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

PARCEL 3: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER, AFORESAID; THENCE WEST, ALONG THE SOUTH LINE THEREOF, 33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 94TH AVENUE; THENCE NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, TO ITS INTERSECTION WITH A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, FOR A POINT OF BEGINNING, THENCE CONTINUING NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 15 FEET; THENCE SOUTHWESTERLY TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, SAID POINT BEING 15 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY DOCUMENT 00340393, DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 83 FOOT 94TH AVENUE, SAID POINT BEING 65 FEET NORTH OF AND 33 FEET WEST OF THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (AS MEASURED ALONG THE EAST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 2119.65 FEET MORE OR LESS, TO A POINT, SAID POINT BEING 460 FEET SOUTH OF AND 33 FEET WEST OF THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (AS MEASURED ALONG THE EAST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 17 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN ROYAL RIDGE ESTATES, RECORDED FEBRUARY 23, 1990, AS DOCUMENT 90086955; THENCE SOUTH, ALONG A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER, 2134.65 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF 171ST STREET; THENCE EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 2 FEET; THENCE NORTHEASTERLY TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM THAT PART BEING CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION: TRACT 1: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER: THENCE NORTH 1 DEGREE 47 MINUTES 38 SECONDS WEST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) 50.00 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTH LINE OF THE SOUTH 50 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES 00 SECONDS EAST 42.37 FEET, ALONG SAID NORTH LINE, TO THE EAST RIGHT-OF-WAY LINE OF US ROUTE 45 ACCORDING TO DOCUMENT 10155686, RECORDED SEPTEMBER 24, 1928; THENCE NORTH 1 DEGREE 56 MINUTES 22 SECONDS WEST 15.00 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE MINUTES 22 SECONDS WEST 2113.31 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE SOUTH LINE OF THE NORTH 466.7 FEET OF SAID WEST HALF, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 1 IN JACK DEVELOPMENT ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1998, AS DOCUMENT 98516981; THENCE NORTH 88 DEGREES 19 MINUTES 23 SECONDS EAST 49.00 FEET, ALONG SAID COMMON LINE; THENCE SOUTH 1 DEGREE 56 MINUTES 22 SECONDS EAST 2105.90 FEET; THENCE SOUTH 48 DEGREES 41 MINUTES 0 SECONDS EAST 32.87 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 171ST STREET ACCORDING TO DOCUMENT 92907123 RECORDED DECEMBER 3, 1992; THENCE SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST 57.94 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 46 DEGREES 48 MINUTES 11 SECONDS WEST 21.26 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING), ALL IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 27-27-100-015 and 019

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

3. The Subject Property is generally located at 16727-16801 S. LaGrange Road, in the Village of Orland Park and consists of approximately 57.54 acres.

4. Developer will construct a mixed use planned development to be known as "Orland Ridge" consisting of 104 attached ranch villa dwelling units, 190 attached townhome units, a club house, private streets, public art, recreational facilities and a stormwater management system located on Lots 2 and 3 as depicted on EXHIBIT A. Developer will also construct a public street within the area designated as 169<sup>th</sup> Place on EXHIBIT A from 94<sup>th</sup> Avenue to LaGrange Road.

5. Owner will retain title to the commercial component parcel depicted as Lot 4 and the hotel parcel depicted as Lot 1 on EXHIBIT A. The commercial area on Lot 4 consists of 19,000 square feet of retail space (conceptual at this time) and 26,625 square feet of restaurant space (conceptual at this time). The hotel area on Lot 1 consists of a 6-story 122 room hotel (conceptual at this time). The Owner will seek to have such parcels developed by a commercial developer subject to the terms and conditions of this Development Agreement or a new or Amended Development Agreement as may be required by the Village.

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

RECITALS:

1. The Developer petitioned the Village for rezoning of the Subject Property from E-1 Estate Residential to COR Mixed Use, approval of a Special Use Planned Development under Section 6-210 C.19 of the Land Development Code (the "Code") and approval of a Site Plan, Landscape Plan, Elevations and a preliminary Plat of Subdivision.

2. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of a petition by Developer requesting approval to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate the plan of development as herein set forth.

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

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

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including adoption of a Special Use Planned Development, for a mixed use planned development as described in paragraph 4 of the INTRODUCTION above, in the COR Mixed Use District with variances and modifications as hereinafter described.

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

4. The parties hereto have determined that it is in the best interests of the Village, and Developer and Owner with regard to their respective parcels and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

5. Developer and Owner with regard to their respective parcels covenant and agree that they will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their respective obligations hereunder with respect to the Subject Property.

**SECTION ONE: Zoning, Special Use Permit for a Planned Development Site Plan Approval, Landscape Plan Approval, Elevations and Plat of Subdivision Approvals.**

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance grant the above- described Subject Property a Special Use for a Planned Development with variances and modifications for a mixed use development in the COR Mixed Use Zoning District as referred to in the above RECITALS.

B. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan appended hereto and incorporated herein as EXHIBIT B titled "Site Dimension Plan," prepared by Kimley Horn & Associates, dated February 6, 2019, Sheets C2.0 and C2.1 and the Park Exhibit appended hereto and incorporated herein as EXHIBIT C titled "Park Area Exhibit" Prepared by Kimley Horn & Associates dated November 6, 2018, revised November 18, 2018 and titled subject to the following conditions:

(a) The commercial component of the Site Dimension Plan is conceptual, with the exception of the proposed "community gathering space", located between Building B and Building C, and will need to go through the entire Development Review process for approval once tenants are selected and the project is designed. The "community gathering space" is not conceptual and is required as a condition of final site plan approval of the commercial parcel upon which it is located, and is to be constructed at the time of initial development of the commercial parcel; and

(b) An additional "community gathering space" that measures 0.29 acres, in the commercial area will be required as a condition of final site plan approval of the commercial parcel upon which it is located, and is to be constructed at the time of initial development of the commercial parcel; and

(c) The hotel component of the preliminary site plan is conceptual and will need to go through the entire Development Review process for approval once the hotel developer is selected and the project is designed. Future plans for the hotel parcel must provide two (2) vehicular ingress/egress points that are suitable for emergency vehicles including fire trucks; and

(d) 169th Place must be fully constructed by Developer including sidewalks and multi-use paths, and connected to La Grange Road prior to final occupancy being granted for more than 50% of the residential units; and

(e) Developer and its successors will be responsible for the maintenance of the landscaping areas; lighting and the roundabout on and along 169th Place and shall cooperate with the Village to create a "fall back" or "dormant" Special Service Area in accordance with SECTION SEVEN hereof; and

(f) With the exception of requested accessory structure modifications, all accessory structure and uses must meet Land Development Code requirements as set forth in Section 6- 302; and

(g) In the paving legend on the legend for the Site Dimension Plan Developer must label the asphalt multi-use path as a "minimum 8 feet" within the paving legend; and

(h) All private park space, with the exception of the clubhouse and pool area, must be accessible to the general public and signage must be installed that indicates the public accessibility. The development may not be gated or outside public access otherwise restricted. The clubhouse must be equally available to all ranch villa and townhome residents of the development; and

(i) Except as otherwise herein provided, Developer must meet all current Building Code requirements and final engineering requirements including required permits from outside agencies; and

(j) Developer and Owner with regard to their respective parcels must screen all mechanical equipment either at grade or at rooftop with landscaping or parapets respectively; and

(k) Developer and Owner with regard to their respective parcels must submit a sign permit application to the Village for review and approval for all proposed signage.

C. The Subject Property shall further be developed substantially in accordance with the elevation drawings titled "Preliminary Architectural Plans" compiled by SR Jacobson and Lormax Stern, dated February 6, 2019, with Ranch Villa Drawings prepared by Coponen Architects, Sheets AR-2, Typical Building Front Elevation only (dated October 25, 2018), A-4, Unit End Elevation, Typical Unit Rear elevation, and the Typical Unit Front elevation (dated June 13, 2018, AR-3 (dated December 18, 2018), Villa Front Elevation (dated July 8, 2018) and Villa Rear elevation (Submitted February 6, 2019), Elevation A (Submitted February 6, 2019), Elevation B (Submitted February 6, 2019), and Elevation C (Submitted February 6, 2019); and also Townhome Drawings, prepared by Coponen Architects, Sheets A2 (dated October 25, 2018, revised January 5, 2019), and the Townhome Rendering (dated November 3, 2018; and also Clubhouse Drawings prepared by Alexander V. Bogaerts + Associates, P.C., Sheets 4 (dated November 12, 2018, s.p.a. January 2, 2019), and 5 (dated November 12, 2018, s.p.a. December 21, 2018), Rendered Elevation sheet 5 (dated November 12, 2018, s.p.a. December 21, 2018; and also three (3) Commercial Plaza Renderings (dated January 2019), subject to the condition that, in the case of a conflict between exhibit drawings, the stricter application will apply;

D. The Subject Property shall further be developed substantially in accordance with the Preliminary Landscape Plan appended hereto and incorporated as EXHIBIT D titled "Preliminary Landscape Plan" prepared by Kimley Horn and Associates, Inc. and dated July 13, 2019, last revised February 6, 2019, Sheets LI.0 through L4.6, subject to the following conditions in addition to the conditions specified in Band C above:

(a) Developer or Owner with regard to their respective parcels shall submit a final landscape plan and all required supporting documentation addressing all outstanding landscape items in coordination with Developer or Owner with regard to their respective parcels final engineering submittal; and

(b) Developer or Owner with regard to their respective parcels shall install permanent "no mow" markers (such as bollards, posts, etc), at the back corner of every other property that abuts a storm water basin or wetland area to clearly indicate the 25' setback line; and

(c) Developer shall install environmental educational signage around all wetlands and detention ponds; and

- (d) The installation and maintenance of landscaping in all storm water management and wetland areas shall be performed by a qualified landscape contractor, as approved by the Village Development Services Department; and
- (e) Any trees or large shrubs which encroach upon the petroleum gas line easement along 94th Avenue must be relocated elsewhere on the Subject Property.

E. The Subject Property shall be subdivided in accordance with the preliminary plat of subdivision titled "Orland Ridge", prepared by Landmark, subject to the same conditions set forth in B and C above and the following:

- (a) A Record Plat of Subdivision must be submitted by Developer to the Village for execution and recording; and
- (b) All dedications, jurisdictions and document numbers must be referenced on the plat for any necessary right of way dedications;

F. The necessary hearings before the relevant governmental bodies having heretofore taken place pursuant to the statute and ordinances in such cases made and provided and pursuant to requisite notice having heretofore been given, the Village will, by proper ordinance, cause the Subject Property to be granted a Special Use for a Planned Development pursuant to the Code to construct a mixed use planned development with multiple buildings and multiple uses as hereinabove described with the following approval modifications:

1. Modifications to reduce building setbacks for the proposed Townhomes:

- (a) Front building setback from collector streets (From 40' to 25')
- (b) Front building setback from local streets (From 30' to 20')
- (c) Building to building side setback (From 30' to allow for a minimum building to building separation of 15')
- (d) Building side to local street setback (From 30' to 20').
- (e) Building corner side to collector street setback (From 40' to 25')
- (f) Balcony encroachment into front setback (From 3' limit to 5.5' maximum)

2. Modifications to reduce building setbacks for the proposed Villas:

- (a) Building side to side setback from (From 30' to allow for a minimum building to building separation of 20')
- (b) Building corner side to collector street setback (From 40' to 25')
- (c) Building side to local street setback (From 30' to 25')
- (d) Building to building rear setback (From 60' to allow for a minimum building to building separation of 27');

3. A modification to reduce the setback from the detention pond high water line (From 25' to as little as 0');

4. A modification to exceed retaining wall height at overlook (From 3' to 6') which must be

designed by licensed structural engineer.

5. A modification to reduce Off-Street parking and loading requirement to allow driveway parking to count toward parking requirements if two off-site spaces are provided elsewhere on the Subject Property;
6. A modification to allow lot coverage to be calculated as an aggregate of all the parcels within the Planned Development in the COR Mixed Use District;
7. A modification to allow air conditioning units in the front and side setbacks of the Townhomes and Villas;
8. A modification to reduce parkways in accordance with the approved Site Plan (EXHIBIT B);
9. A modification to increase detention pond release rates to a rate that will protect the existing regulatory wetland hydrology, in accordance with Federal regulations;
10. The Special Use Permit to be granted will allow attached dwellings in the COR Mixed Use District for a site plan with total building area greater than 50,000 square feet, residential uses to exceed more than 40% of the Mixed Use Planned Development in the COR Mixed Use District and will allow a private park and community center with a modification to increase the maximum private park acreage from 2 acres to 3.75 acres.
11. Finally, the Special Use Permit will allow for the disturbance of wetlands,
  - (a) With a modification to eliminate two small wetlands.
  - (b) With a modification to reduce the 50' wetland setback for the remaining preserved wetland.

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

A. Storm water runoff emanating from the Subject Property shall be retained or detained in accordance with a storm water management system for the Subject Property which ties into an existing system for the shopping center of which the Subject Property is a part. The storm water management program for the Subject Property shall be constructed and installed by the Developer, in accordance with final drainage plans approved by the Village. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers, including underground storm water storage systems, shall be in accordance with all standards of the Village in force on the date of issuance of the building permit for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of issuance of the building permit, and shall be completed by the Developer at its expense. Any proposed bio retention basins must incorporate an underdrain system connected to the nearest storm sewer system. Such basins and the storm water management system serving the Subject Property must be privately owned and maintained in perpetuity by the Developer and all successors in title.



B. A preliminary Flood Insurance Rate Map (“FIRM”) has been published for adoption by the Federal Emergency Management Agency (“FEMA”) which encompasses the watershed that this Subject Property is located within. The preliminary FIRM, if adopted by FEMA in its present form, will classify an area within the northeast quadrant of the Subject Property as being within the regulatory floodplain (Special Flood Hazard Area, an area of inundation for a storm with a probability of 1% annual occurrence). The footprint of the proposed Naturalized Detention Basin B (Basin B) will be located within the Special Flood Hazard Area on the preliminary FIRM, however the area of inundation has not been designated as floodway on the preliminary FIRM.

Once the FIRM becomes effective, Basin B will be considered regulatory floodplain and subject to all applicable local, state, and federal floodplain regulations and use restrictions associated with these applicable regulations.

Bulletin 70 (as published by the Illinois State Water Survey) is the regulatory rainfall data in the State of Illinois and is used to calculate Stormwater run-off rates and detention storage volumes in areas under the jurisdiction of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). Bulletin 70 has been revised as of March 2019 and has been adopted for use by the MWRDGC effective January 1, 2020. The revised Bulletin 70 has higher rainfall intensities than the current Bulletin 70. The use of the revised Bulletin 70 rainfall data will increase the amount of required detention storage in projects applying for Stormwater permitting after January 1, 2020, than those that apply before January 1, 2020.

The *Developer* has chosen to base the Subject Property development’s Stormwater Management design and apply for Stormwater permitting utilizing the current Bulletin 70 rainfall data.

The *Developer* affirmatively states that the Stormwater design for the Subject Property will not result in an increased flood risk to the proposed structures adjacent to Basin B due to the imposition of the proposed regulatory floodplain and/or the use of the current Bulletin 70 rainfall data for the calculation of the volumes and high water elevation of Detention Basin B. Furthermore, the *Developer* agrees to hold harmless the Village, its officers, employees, and consultants from liability should the structures or properties surrounding Basin B suffer damage from overland flooding associated with the overtopping of Basin B.

### SECTION THREE: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the residential parcels. Owner or its successors in interest shall be required to construct and install at its expense all necessary on-site water mains to service the commercial parcels. All water main routes shall be appropriately looped within the Subject Property in order to provide sufficient water circulation throughout the development. All such water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village and shall be subject to the conditions of the water supply agreement with Illinois-American Water Company. The Village shall enter into a water supply agreement with Illinois-American Water Company for the bulk purchase of water and provide water to the residential and commercial parcels at standard Village water rates with a markup for any direct increase in cost resulting from the water supply agreement in accordance with Village water rates established from time to time. The Developer shall pay to Illinois-American Water Company and/or the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with the

requirements of Illinois-American Water Company and Village ordinances. Developer must install separate water meters for each tenant space. The Developer shall install all water main extensions, appurtenances and bulk water supply metering equipment and vaults for supplying the development. The Developer shall be responsible for all maintenance of the installed water mains, appurtenances and booster station until formal acceptance thereof is provided by the Village. Multi-unit town home buildings shall have separate water service connections for each individual unit.

#### SECTION FOUR: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. The Village shall enter into an agreement with Illinois-American Water Company for sanitary sewer service for the residential and commercial parcels, for which the cost to the project shall be included in the water rates. Multi-unit residential townhome buildings shall have separate sewer service connections for each individual unit. Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and Developer will make adequate provision that this will not occur. The Developer shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village.

#### SECTION FIVE: Streets, Street Lighting, Sidewalks

The Developer shall construct and install all sidewalks, walking paths, and ramps as shown in EXHIBITS B and C (and as modified in accordance herewith) and in accordance with the Code and approved engineering. All locations where sidewalk improvements and crosswalks are proposed should have a receiving Americans with Disabilities Act compliant sidewalk containing a cast iron detectable warning plate of the East Jordan Iron Works "Duralast" type, powdercoated brick red. If a necessary sidewalk is not available, the sidewalk extension should be signed accordingly with a "SIDEWALK CLOSED" sign or the sidewalk extension should not be constructed. Sidewalks, walking paths, and ramps on private property must be privately owned and maintained in perpetuity by the Developer and all successors in title.

Developer shall construct all public and private street lights and all necessary electrical wiring required by the Village in order to meet all applicable Village standards. Developer shall be responsible to own and maintain in perpetuity the public street lighting. The private ownership is dictated by the unique nature of the chose light standard.

The Village shall accept the dedication of 169th Place right-of-way (labeled as Orland Ridge Drive on preliminary subdivision plat) upon recording of the plat of subdivision for the Subject Property. An outlot shall be established within the 169th Place right-of-way to cover the proposed traffic circle/roundabout and landscaped splitter island areas for the purpose of establishing private ownership and maintenance.

Also, Developer shall be required to keep all public streets located on the Subject Property as well as adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned as often as necessary to maintain a clean condition. For each day that the streets are not maintained in a clean condition as determined by The Village in its sole judgment, Developer shall be subject to a fine as provided in the Code. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until

paid.

SECTION SIX: Easements.

Developer agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all reasonably necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements that may serve not only the Subject Property, but other territories in the general area.

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

SECTION SEVEN: Special Service Area – 169<sup>th</sup> Place Improvements.

With Developer's and Owner's cooperation, the Village will create a "fall back" or "dormant" Special Service Area pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, et seq.) to cover the Subject Property for the future maintenance, repair and replacement of the landscaping areas, lighting (including light fixtures and poles) and the roundabout on and along 169<sup>th</sup> Place, as delineated on EXHIBIT B, if said maintenance, repair and replacement are not done by Owner and/or Developer in accordance with the Code. Owner and Developer will waive any statutory objections to the formation of said Special Service Area and will consent to the proposed future tax levy required for such maintenance, repair and replacement. Owner and Developer will provide, by recorded covenants or conditions or other appropriate recordable documents, for all necessary cross access and shared maintenance among future lot or property owners for the landscaping, lighting (including light fixtures and poles) and roundabout on and along 169<sup>th</sup> Place.

SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

Except for the commercial component parcel depicted as Lot 4 and the hotel parcel depicted at Lot 1 on EXHIBIT A, the development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof. Provided construction has been commenced within six (6) months of permit issuance, building requirements shall be locked in as of the date hereof and not subject to revisions during the residential construction process except for life/safety Village Code provisions applicable on a Village-Wide basis. Planning and engineering designs and standards shall be in accordance with current ordinances of the Village as of the date hereof and remain unmodified for the duration of the residential construction period. Engineering design and standards of other governmental agencies having jurisdiction shall be in accordance with such standards if they are more stringent than those of the Village of Orland Park. Insofar as under the control of the Village, such standards and requirements shall not be subject to change during the residential development process, except for life/safety Village Code provisions referenced above. Fees applicable to the Subject Property shall be calculated in accordance with the 2019 Village Fee Schedules without increase for a period of thirty-six (36) months from the date of this Agreement. The credit of \$381,832.00 shall be applied to the Impact/Exaction fees on a per residential unit (ranches and townhomes) basis and not applied to permits for the commercial or hotel sites.

No final occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the public potable water system, sanitary sewer system and public street improvements. Temporary occupancy permits shall be issued upon agreement of the Village Engineering Department as to the sufficiency of water systems, sanitary sewer systems and public streets for residential use. Public improvements shall be dedicated to the Village as soon as possible in accordance with Village requirements but formal acceptance shall not be required for issuance of temporary certificates of occupancy. Any required public improvements on Developer's Lots 2 and 3 and within the right of way for 169<sup>th</sup> Place shall be commenced within one (1) year from the date hereof and the Developer shall deliver to the Village a surety bond (the form of security agreed upon by the parties hereto), except the Developer will provide a Letter of Credit for the mass grading portion of the Project, from a surety reasonably acceptable to the Village, licensed to transact business in the State of Illinois and having a minimum A.M. Best rating of A- and in an amount as provided for in the Code, which amount has been agreed. Said bond is to include all costs related to required landscaping, sidewalk, sewer and water lines and storm water management facilities located on Developer's Lots. The Director of the Village Development Services Department may, in his/her discretion, permit the amount of said bond to be reduced, from time to time, as major public improvements are completed and accepted by the Village.

SECTION NINE: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option but with locations in public rights of way also subject to Village Engineering Division of the Development Services Department approval.

SECTION TEN: Contributions - Impact Requirements.

The contributions, impact and exaction fees provided for in Section 5-112-H of the Code shall be paid to the Village by the Developer or Owner upon application for each building permit applicable to each dwelling/townhome unit, club house, hotel, commercial site and retail site. In accordance with the Final Plan Citation letter dated April 22, 2019, Paragraph 8, Page 2, the Developer will receive a credit of \$381,832.00 from the Village for the required cost donation for capital improvements.

However, Developer has agreed to cooperate with the Village in the design, fabrication and installation of certain artwork within the proposed development. The Developer and the Village Development Services Department shall work together cooperatively to select mutually acceptable artwork within the budget for the artwork. To provide for payment of the cost of designing, fabricating and installing the said artwork, the parties agree as follows:

- a) Prior to the start of installation of utility infrastructure, Developer shall pay to the Village the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to be held in trust by the Village and to be used solely for the cost of design, fabrication and installation of the artwork;
- b) The Village shall contribute the sum of SEVENTY SIX THOUSAND THREE HUNDRED SEVENTY ONE DOLLARS (\$76,371.00), representing the amount of the

Developer's required contribution/exaction payment to the Village for capital improvements of parks within the Subject Property pursuant to Section 5-112-H.2.b.2. of the Code which amount shall be held by the Village in the trust account provided for in a), above; and

- c) The Village shall contribute the balance of the cost of design, fabrication and installation of the artwork in an amount not to exceed TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00), which amount shall accrue from Developer's contributions, impact and exaction fees pursuant to Section 5-112-H of the Code, and which amount shall be held by the Village in the trust account provided for in a), above. The Developer shall not be required to provide additional contributions in excess of the impact and exaction fees otherwise required by the Code.
- d) As invoices are received by the Village for the design, construction and installation of the artwork, payment thereof shall be made by the Village from the aforesaid trust account.
- e) Developer agrees that any and all contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.
- f) Developer and all successors in title shall own the art work and shall be responsible for maintenance and up keep of all artwork. The Village must first approve any change, removal or covering of the artwork.

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

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

Developer shall have the right to assign all or any of its right, title and interest under this Agreement to any corporate, partnership or limited liability company entity formed for the purpose of developing the Subject Property in which Developer is a partner, co-venturer, shareholder or member, and/or to any lending institution providing co-venturer, shareholder or member, and/or to any lending institution providing financing for the development of the Subject Property. Any such assignment shall be without release of Developer.

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

**SECTION TWELVE: Notices.**

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered either (i) personally, (ii) by United States Certified mail, postage prepaid, return receipt requested, or (iii) via nationally recognized overnight carrier service as follows:

For the Village:

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

For the Developer:

Scott Jacobson, Principal  
S.R. Jacobson Development Corp.  
32400 Telegraph Road, Suite 200A  
Bingham Farms, MI 48025

Manny Kianicky, Vice President  
S.R. Jacobson Development Corp.  
32400 Telegraph Road, Suite 200A  
Bingham Farms, MI 48025

David Sosin, Attorney for Developer  
Sosin, Arnold & Schoenbeck, Ltd.  
9501 W. 144<sup>th</sup> Place, Suite 205  
Orland Park, IL 60462

For the Owner:

Vikas M.Sunkari, Attorney  
SMS Health  
10101 Woodfield Lane  
St. Louis, MO 63132

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

SECTION THIRTEEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Code and Developer and Owner shall comply therewith with respect to any signage installed by or at the request of any party, with respect to their parcels.

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

A. To Effective Date of Agreement.

The Developer and Owner or its successor or assigns, with respect to each parcel owned by such party, concurrently with the issuance of a building permit, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

(1) costs incurred by the Village for engineering services in accordance with the provisions of the Code; and

(2) all reasonable attorneys' fees incurred by the Village; and

(3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement.

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

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

Notwithstanding the immediately preceding paragraph, Developer or Owner with regard to their respective parcels shall not be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the Developer or Owner with regard to their respective parcels on notice from Village shall assume, fully and vigorously,

the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

(1) Developer or Owner with regard to their respective parcels shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment affecting the Village, without the approval of the Village.

(2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer or Owner with regard to their respective parcels, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer or Owner with regard to their respective parcels shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

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

#### SECTION FIFTEEN: Warranties and Representations.

The Developer and Owner with regard to their respective parcels represent and warrant to the Village as follows:

1. The Developer is or will be the legal title holder and the owner of record of the residential parcels depicted as Lots 2 and 3 on EXHIBIT A and as indicated on the first page of this Agreement. The Owner is the legal title holder and the owner of record of the commercial parcels depicted as Lots 1 and 4 in EXHIBIT A and as indicated on the first page of this Agreement.

2. The Developer and Owner with regard to their respective parcels propose to develop the Subject Property in the manner contemplated under this Agreement.

3. Other than Developer or Owner with regard to their respective parcels, Developer or Owner with regard to their respective parcels's lender, if any, persons and entities with utility easements, access easements, other easements and similar rights and matters filed of record, no other entity or person has any interest in the Subject Property or its development as herein proposed.

4. Developer has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.



SECTION SIXTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Developer or Owner with regard to their respective parcels or Owner, shall at all times during the term of this Agreement remain liable to Village for its faithful performance of all obligations imposed upon Developer and Owner with regard to their respective parcels, by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer and Owner with regard to their respective parcels from any or all of such obligations

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

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

SECTION EIGHTEEN: Village Approval or Direction.

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

SECTION NINETEEN: Singular and Plural.

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

SECTION TWENTY: Section Headings and Subheadings.

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

SECTION TWENTY-ONE: Recording.

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

SECTION TWENTY-TWO: Authorization to Execute.

Any officers of Developer and Owner, executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on its behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village

to execute this Agreement. Developer or Owner with regard to their respective parcels and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-THREE: Amendment

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

SECTION TWENTY-FOUR: Counterparts.

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

SECTION TWENTY-FIVE: Curing Default.

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

SECTION TWENTY-SIX: Conflict between the Text and Exhibits.

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

SECTION TWENTY-SEVEN: Severability.

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

SECTION TWENTY-EIGHT: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION TWENTY-NINE: Execution of Agreement.

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

VILLAGE OF ORLAND PARK, an  
Illinois Municipal Corporation

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

DEVELOPER:  
S.R. JACOBSON DEVELOPMENT  
CORP., a Michigan corporation

By: \_\_\_\_\_  
Name: Scott R. Jacobson  
Title: Principal

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:  
SSM HEALTH CARE CORPORATION, a  
Missouri nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK         )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH PEKAU, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Scott R. Jacobson, Principal of S.R. JACOBSON DEVELOPMENT CORP. a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the authorized representative for the DEVELOPER, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

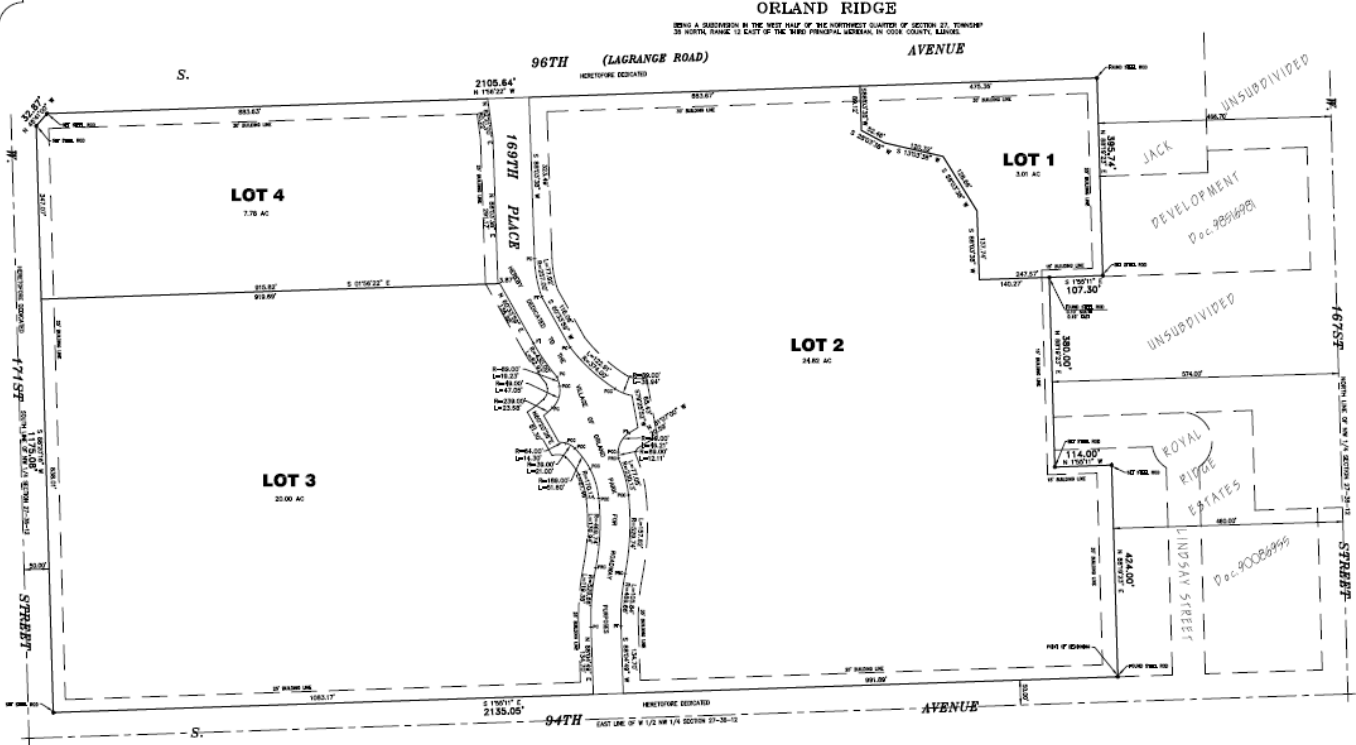
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY                    CERTIFY                    that                    (name)\_\_\_\_\_,  
(title)\_\_\_\_\_for   SSM HEALTH CARE CORPORATION, a Missouri  
nonprofit corporation, personally known to me to be the same person whose name is subscribed  
to the foregoing instrument as the authorized representative for the OWNER, appeared before  
me this day in person and acknowledged that \_\_\_ signed and delivered the said instrument as  
\_\_\_ own free and voluntary act and as the free and voluntary act of said corporation for the uses  
and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

### Exhibit A Depiction of Lots from Preliminary Plat





..T

ORDINANCE AUTHORIZING DEVELOPMENT AGREEMENT – (ORLAND RIDGE 16727-16801 S. LAGRANGE ROAD)

..B

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, did consider a Development Agreement for the development of certain property within the corporate limits of the Village of Orland Park, said Agreement being entitled “DEVELOPMENT AGREEMENT – (ORLAND RIDGE -16727-16801 S. LAGRANGE ROAD),” a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Orland Park that said Agreement be entered into by the Village of Orland Park.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

#### SECTION 1

This President and Board of Trustees of the Village of Orland Park hereby find that it is in the best interests of the Village of Orland Park and its residents that the aforesaid “DEVELOPMENT AGREEMENT – (ORLAND RIDGE 16727-16801 S. LAGRANGE ROAD)” be entered into and executed by said Village of Orland Park with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

#### SECTION 2

The President and Clerk of the Village of Orland Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Orland Park the aforesaid Agreement; provided, however, that all of the other parties to said Agreement have properly signed and executed the same.

#### SECTION 3

This Ordinance shall take effect from and after its passage, approval and publication in the manner provided by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

## **REQUEST FOR ACTION REPORT**

---

File Number:	<b>2020-0091</b>
Orig. Department:	<b>Development Services Department</b>
File Name:	<b>Village Code Amendments to Title 6, Chapter 2 Nuisances, Title 7 Chapter 13 Peddlers and Transient Merchants, and Title 5 Chapter 8 Rental Housing</b>

---

### **BACKGROUND:**

Village staff is proposing the following amendments to the Orland Park Village Code that will allow easier enforcement of property maintenance codes. These sections are being clarified based on the recommendations of staff and will resolve issues that they have encountered when attempting to enforce those codes.

Title 6 Chapter 2 Nuisances  
6-2-2-7: Weeds and High Grass

6-2-2-7.2

There is a provision in this code section that requires that all weeds in excess of 8" in height must be removed and offers the following language,  
*"whenever said weeds shall exceed eight inches (8") in height but in no event less often than twice a year, once between June 15 and July 1, and once between August 1 and August 15 of each year."*

Property owners often question this section of code. The specific dates are being removed and property owners will be required to address this issue regardless of the time period when it occurs.

A minor clarification is also being added to this section to clarify that the code refers to grass and weeds as opposed to grass only. The revised version is as follows:

2a. The height of natural grass *and or weeds* shall not be greater than 8 inches in height. This maximum height shall be maintained at all times. ~~Enforcement shall be conducted as that required for weed control in this section.~~ (Ord. 4160, 8-7-06)

Title 7, Chapter 13, Peddlers and Transient Merchants

The Village Currently prohibits "hawkers," and "hawking," throughout the Village. Hawking involves someone who shouts or exhibits his or her items for sale and solicits customers by trying to show them how a product works or asks them to try it. Clarification is being made to update the definition that will prohibit vendors from approaching a potential customer unless they show interest or intent to purchase. The same language will be included in the prohibited activities section of the chapter.

---

---

Title 5, Chapter 8, Rental Housing

5-8-4-2.4

Language is being added that will require landlords to maintain any equipment or appliances present in the rental unit in working order. If a dishwasher breaks there is no code that requires a rental building to provide a dishwasher. On occasion these items are not repaired even though the tenant may have signed the lease expecting that these appliances are available. This code section would require the landlord to make the repair in this instance.

5-8-4-2.5 Rodents, insects, and other pests

Language is being added that requires the tenant's to follow a pest control plan should there be one in a residential rental building. Language is being amended to require that pest control must be treated on a monthly basis for twelve consecutive months once a problem is discovered.

5-8-4-2.7

Revisions are being made to clarify what items constitute excess storage that could cause a fire hazard or hoarding situation. Currently, the section prohibits the accumulation of certain items such as, junk, machinery, lumber, boxes etc. This amendment will add excessive clothing, furniture, supplies and large amounts of packed containers.

5-8-4-3.12

Language is being added to clarify deadbolt requirements in Rental Housing. The language will require deadbolts for all entry and exit doors including the garage. Language is also being added to require thumb turn throws on the interior of the unit/home.

5-8-4-5

Language is being added to reflect the above definition change for the accumulation of materials. This will be added to the section that governs tenant responsibilities.

**BUDGET IMPACT:**

**REQUESTED ACTION:**

I move to recommend to the Village Board of Trustees to approve the changes to the Village Code as discussed and request staff to draft an ordinance for approval at the next Village Board meeting.

---

## FROM VILLAGE CODE TITLE 6 CHAPTER 2 NUISANCES

PURPOSE OF CHANGE TO CODE: To clarify expectations of proper maintenance of weeds and grass.

### **6-2-2-7: WEEDS AND HIGH GRASS:**

1. To permit the growth upon any premises of any noxious weeds, except as hereinafter provided. Canada thistles and all of its varieties, perennial sow thistles, European bindweed, leafy spurge, Russian Knapwood, Johnson grass, giant foxtail, hoary cress, jimson, burdock, cockleburrs, ragweed, goldenrod and similar weeds and all weeds which, due to pollination, are a menace to health are, for the purposes of this Section, defined to be noxious weeds. It shall be unlawful for any person owning, leasing, occupying or controlling any plot of real estate to permit the growth of noxious weeds thereon except when the real estate is a wetland designated by the Army Corps of Engineers or a natural area otherwise protected by law, or as hereinafter provided.

2. All weeds shall be pulled or otherwise destroyed by the owner, lessee, tenant, occupant or person in control of said real estate whenever said weeds shall exceed eight inches (8") in height ~~but in no event less often than twice a year, once between June 15 and July 1, and once between August 1 and August 15 of each year.~~ The failure to destroy such weeds of the height specified ~~or within the designated periods~~ shall constitute a violation of this Section. The pulling or destruction of the weeds shall be in accordance with the following standards:

**Explanation of Amendment:** The property owners feel they do not need to address weeds unless in this period of time. Weather dependent weeds can be overgrown in May.

1) In the event the tract of real estate on which such weeds are located shall be vacant real estate, but being agriculturally cultivated with crops for sale or for human consumption, the owner, lessee, tenant, occupant or person in control of said real estate shall be required to pull or otherwise destroy those weeds located within thirty feet (30') of the perimeter of said real estate.

2) In the event the tract of real estate on which such weeds are located shall not exceed five (5) acres and shall be vacant and not contain any agriculturally cultivated crops for sale or consumption, the owner, lessee, tenant, occupant or person in control of said real estate shall be required to pull or otherwise destroy those weeds on the entire tract.

3) In the event the tract of real estate on which such weeds are located shall exceed five (5) acres in area and shall be vacant real estate, the owner, lessee, tenant, occupant or person in control of said real estate shall be required to pull or otherwise destroy those weeds located within thirty feet (30') of the perimeter of said real estate.

2a. The height of natural grass ~~and or weeds~~ shall not be greater than 8 inches in height. This maximum height shall be maintained at all times. ~~Enforcement shall be conducted as that required for weed control in this section.~~ (Ord. 4160, 8-7-06)

3 An authorized Village official or representative thereof shall serve or cause to be served a notice or citation upon any person owning, leasing, occupying or controlling any real estate within the Village upon which such a nuisance is found to exist, requiring them or any of them to remove the weeds and/or high grass constituting such nuisance within twenty-four (24) hours. The notice or citations will be served in one of the following manners;

(a) By a written notice sent by United States certified mail, postage prepaid, to the last known person owning, leasing, occupying or controlling the real estate and as to the owner the notice may be addressed to the address shown on the most recent tax bill for said real estate.

(b) By general notice addressed to all owners, lessees, occupants or persons controlling real estate printed in a newspaper of general circulation in the Village, which notice shall direct attention to the provisions of this Section and provide that the weeds shall be destroyed and/or tall grass cut not later than ten (10) days after said notice is so printed. Said notice is authorized to be printed once in each month from April through September in each year as the Director of Development Services shall deem necessary.

(c) By a written notice personally delivered by the Village official or representative to the person owning, leasing, occupying or controlling the real estate.

(Ord. 4407, 9-2-08)

4. In the event any person so notified shall fail or refuse to comply with said notices or citations, it shall be lawful for the Village to cause such weeds and/or tall grass to be removed or cut down in any manner it shall designate, and to charge the cost of such removal to any person owning, leasing, occupying or controlling such real estate. The cost for so doing shall be calculated on the basis of administration fee of five hundred dollars (\$500.00) plus actual cost of weed and/or tall grass removal. (Ord. 4407, 9-2-08)

5. The cost and expense incurred by the Village, and/or by the person or firm performing the service by authority of the Village, in the abatement of the nuisance following the refusal or failure of the responsible party to abate the nuisance, including reasonable attorney's fees, shall constitute a lien upon the real estate affected, which lien shall be enforced as provided by statute. The Village shall provide notice of the lien either by personally serving or sending notice by certified mail to the person to whom was sent the tax bill for the general taxes on the property for the last preceding year. (Ord. 4407, 9-2-08)

6. Any commercial or residential property within the Village that has been previously issued a notice or citation under this section within the same calendar year will be considered a repeat offender and the Village will have the authority to abate the nuisance without additional prior notice, and the real estate property owner will have a lien placed upon this property per the above stated procedures. Notice of the lien shall be sent as in (5) above. (Ord. 4407, 9-2-08)

# CHAPTER 13

## PEDDLERS AND TRANSIENT MERCHANTS

### SECTION:

[7-13-1](#): Definitions

[7-13-2](#): Prohibited Activities

[7-13-3](#): Exceptions

[7-13-4](#): Penalty

#### **7-13-1: DEFINITIONS:**

As used in this Chapter:

**"Transient Merchant"** means any person who is engaged temporarily in the retail sale of goods, wares or merchandise, and in pursuance of such sales occupies any building, room, vehicle, structure or unoccupied or unimproved lot for the purpose of conducting such sale, **without a valid business license from the Village of Orland Park, IL.**

**"Itinerant Vendor"** means any person who transports tangible personal property for retail sale who does not maintain an established office, distribution house, warehouse, service center or residence from which such business is conducted.

**"Peddler"** means a person who travels about selling, bartering or exchanging small wares which he carries with him on his person or on a wagon, truck, push cart or moveable receptacle of any kind.

**"Hawker"** means a person who ~~cries~~ **shouts** his wares or exhibits them for sale **or approaches a person(s) without their interest or intent to purchase.**

#### **7-13-2: PROHIBITED ACTIVITIES:**

Peddlers, hawkers, itinerant vendors and transient merchants are prohibited within the corporate limits of the Village of Orland Park.

#### **7-13-3: EXCEPTIONS:**

This Chapter shall not apply to:

(1) Any person selling vegetables, fruit or perishable farm products at an established Village market or other location on the private property of a consenting owner;

(b) Any person delivering tangible personal property who is fulfilling an order for such property which was selected or placed by mail or other means; or

(c) Any person carrying samples of goods and taking orders for delivery at a later date (see Solicitors Chapter).

**7-13-4: PENALTY:**

Any person, firm, corporation or entity who violates, disobeys, omits, neglects, refuses to comply with or who resists enforcement of any of the provisions of this Chapter, shall upon conviction be fined according to the fine schedule located in [Appendix B](#) for each offense.

(Ord. 2773, 9-5-95; Amd. Ord. 5103, 6-6-16; Amd. Ord. 5224, 10-2-17)

## FROM VILLAGE CODE TITLE 5 CHAPTR 8 RENTAL HOUSING

### 5-8-4-2.4

**PURPOSE OF ADDITION TO CODE:** Upon a lease or new occupancy; air conditioning, dishwashers, etc are in working order. Often when they cease operation a landlord will not repair. There is nothing currently in the code that air conditioning is required, as well as dishwashers, but if at the time of lease they are in working order the tenant has an expectation of air conditioning or dishwasher, that appliance should be repaired and in working order.

#### **4. Equipment Safety and Maintenance:**

Every facility, piece of equipment, utility or service which is required under this Code shall be so constructed and/or installed to function safely and effectively and shall be maintained in satisfactory working condition and shall not be removed, shut off or disconnected in any occupied Rental Residential Unit except for such temporary interruptions as may be necessary while actual repairs or alterations are in process or during temporary emergencies or tenant's failure to pay agreed upon services. Utilities or services shared by more than one Unit shall be the owner's responsibility to maintain.

Add:

All equipment, appliances and apparatuses in a rental unit shall be functioning in working order at the time of a lease and/or occupancy and shall be maintained by landlord/property owner in proper functioning condition. A landlords responsibility is to repair or remedy any condition that materially affects the physical health and safety of an ordinary tenant.

### 5-8-4-2.5

**PURPOSE OF ADDITION TO CODE** – currently the code is not correctly worded. If an insect or rodent infestation is detected in November the property owner would only have to exterminate one month, til the end of the license year. The time must be 12 months to properly eradicate the pests/insects. Also need to add

#### **5. Rodents, insects, and other pests:**

All structures shall be kept free from insect and rodent infestation. All Rental Residential Property shall be treated by a licensed pest control company annually. Receipts or reports must be made available upon request to the Village authorized inspector. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. If upon inspection there is an insect or rodent infestation in more than one Dwelling Unit, the Owner shall be required to contract with a licensed extermination company to treat all common areas and infested units not less than on a monthly basis for the remainder of the license year. **twelve (12) consecutive months.**

A tenant shall cooperate with the landlord/owner in the control, treatment and eradication of all rodent or insect infestation found or reasonably suspected to be, in the tenants rental unit. This includes making any necessary preparations, such as cleaning, vacuuming or removing personal property for proper treatment recommended by the licensed pest control operator..

**PURPOSE OF ADDITION TO CODE** – To clarify storage; this will allow the code to be more specific which will allow Rental Housing Inspector to request excessive storage be removed (hoarding, fire hazard)



**PURPOSE OF ADDITION TO CODE:** to clarify dead bolt requirements in Rental Housing

**5-8-4-3.12**

**12. Security, Crime Free Rental Housing Program Requirements:**

The following requirements provide "Crime Prevention Through Environmental Design" (CPTED). Each Rental Unit must comply with these requirements:

- a. Deadbolts with three inch (3") screws secured into the building framing for strike plates on all Unit entry and exit doors including the garage. Thumb turn throws are required on deadbolts on the interior of the unit/home.
- b. Anti-lift slide devices on sliding doors and windows on the first floor, garden levels and accessible second levels.

**5-8-4-5.7**

**7. Interior Storage:**

In a common area, patio, balcony, hallway, stairwell, or in any living areas, it shall be unlawful to:

- 1 Accumulate and store building materials, lumber, boxes, and cartons, scrap metal, machinery, junk, flammable or hazardous materials, excessive clothing, furniture, supplies, large amount of packed containers or devices in such quantities or in such a manner as to create a fire, health, or other hazard to the premises or persons residing therein.
- 2 Store gasoline and similar combustible liquids; if stored in a multi family dwelling must be locked in an approved fire resistant cabinet.
- 3 Store a motorcycle, moped, gasoline powered lawnmower, snow blower, or other similar equipment which may contain a hazardous material including, without limitation, gasoline.

**5-8-4-5: TENANT RESPONSIBILITIES:**

Every tenant of a Rental Unit shall keep in a clean and sanitary condition that portion of the premises, both interior and exterior, that the tenant occupies uses, shares or controls. Every tenant shall insure that his/her trash, garbage and other refuse is stored and disposed of in a clean and sanitary manner.

- 1 No tenant either by negligence or abuse shall create or contribute to the creation of any violation of this Code.
- 2 No tenant shall create or permit to be created by others any noise, smoke, vibration, fumes, vapor, glare, odor or dust within that portion of the premises that the tenant occupies, uses or controls which interferes with the reasonable use and enjoyment of other Rental Residential Units on a Rental Residential Property or of nearby properties.
- 3 No tenant shall store flammable or hazardous materials or devices in such quantities or in such a manner as to create a fire, health, or other hazard to the premises or other persons.
- 4 Vehicles are to be parked or driven on improved parking areas or driveways only without blocking public access to sidewalks or roadways.




5. In a common area, patio, balcony, hallway, stairwell, or in any living areas, a person shall not store or accumulate a motorcycle, moped, gasoline powered lawnmower, or other similar equipment which may contain a hazardous material including, without limitation, gasoline. These areas may not be used as storage areas.

6. Accumulate and store building materials, lumber, boxes, and cartons, scrap metal, machinery, junk, flammable or hazardous materials, excessive clothing, furniture, supplies, large amount of packed containers or devices in such quantities or in such a manner as to create a fire, health, or other hazard to the premises or persons residing therein

  
Contact



  
Menu

-   
Outage
-   
Pay Bill
-   
Moving

### NEW ONLINE APPLICATION

Get quick approval for your standard projects

## NEWS, VIEWS & LATEST STORIES

### \$35 Fridge Recycling

### WARM UP TO SAVINGS

Discover high-efficiency heating and cooling equipment.

[Learn More](#)

[About Us](#) [News](#) [Privacy](#) [Terms of Use](#) [Doing Business with Us](#)



© Commonwealth Edison Company, 2020.

Search:

Orland Park, IL Code of Ordinances

TITLE 7 BUSINESS AND LICENSE  
CHAPTER 13 PEDDLERS AND TRANSIENT MERCHANTS

Choose search form

Links:

Go to ...

Document

Prev Doc

Next Doc

Table of Contents

Sync TOC

Standard Code View

## **CHAPTER 13**

### **PEDDLERS AND TRANSIENT MERCHANTS**

---

#### **SECTION:**

[7-13-1](#): **Definitions**

[7-13-2](#): **Prohibited Activities**

[7-13-3](#): **Exceptions**

[7-13-4](#): **Penalty**

#### **7-13-1: DEFINITIONS:**

As used in this Chapter:

**"Transient Merchant"** means any person who is engaged temporarily in the retail sale of goods, wares or merchandise, and in pursuance of such sales occupies any building, room, vehicle, structure or unoccupied or unimproved lot for the purpose of conducting such sale.

**"Itinerant Vendor"** means any person who transports tangible personal property for retail sale who does not maintain an established office, distribution house, warehouse, service center or residence from which such business is conducted.

**"Peddler"** means a person who travels about selling, bartering or exchanging small wares which he carries with him on his person or on a wagon, truck, push cart or moveable receptacle of any kind.

**"Hawker"** means a person who cries his wares or exhibits them for sale.

#### **7-13-2: PROHIBITED ACTIVITIES:**

Peddlers, hawkers, itinerant vendors and transient merchants are prohibited within the corporate limits of the Village of Orland Park.

#### **7-13-3: EXCEPTIONS:**

This Chapter shall not apply to:

Any person selling vegetables, fruit or perishable farm products at an established Village market or other location on the private property of a consenting owner;

(b) Any person delivering tangible personal property who is fulfilling an order for such property which was selected or placed by mail or other means; or

(c) Any person carrying samples of goods and taking orders for delivery at a later date (see Solicitors Chapter).

#### 7-13-4: PENALTY:

Any person, firm, corporation or entity who violates, disobeys, omits, neglects, refuses to comply with or who resists enforcement of any of the provisions of this Chapter, shall upon conviction be fined according to the fine schedule located in [Appendix B](#) for each offense.

(Ord. 2773, 9-5-95; Amd. Ord. 5103, 6-6-16; Amd. Ord. 5224, 10-2-17)

#### Disclaimer:

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

© 2019 American Legal Publishing Corporation

[techsupport@amlegal.com](mailto:techsupport@amlegal.com)

1.800.445.5588.

Search:

Orland Park, IL Code of Ordinances

TITLE 7 BUSINESS AND LICENSE  
CHAPTER 13 PEDDLERS AND TRANSIENT MERCHANTS

Choose search form

Links:

Go to ...

Document

Prev Doc

Next Doc

Table of Contents

Sync TOC

Standard Code View

## **CHAPTER 13**

### **PEDDLERS AND TRANSIENT MERCHANTS**

---

#### **SECTION:**

[7-13-1](#): **Definitions**

[7-13-2](#): **Prohibited Activities**

[7-13-3](#): **Exceptions**

[7-13-4](#): **Penalty**

#### **7-13-1: DEFINITIONS:**

As used in this Chapter:

**"Transient Merchant"** means any person who is engaged temporarily in the retail sale of goods, wares or merchandise, and in pursuance of such sales occupies any building, room, vehicle, structure or unoccupied or unimproved lot for the purpose of conducting such sale.

**"Itinerant Vendor"** means any person who transports tangible personal property for retail sale who does not maintain an established office, distribution house, warehouse, service center or residence from which such business is conducted.

**"Peddler"** means a person who travels about selling, bartering or exchanging small wares which he carries with him on his person or on a wagon, truck, push cart or moveable receptacle of any kind.

**"Hawker"** means a person who cries his wares or exhibits them for sale.

#### **7-13-2: PROHIBITED ACTIVITIES:**

Peddlers, hawkers, itinerant vendors and transient merchants are prohibited within the corporate limits of the Village of Orland Park.

#### **7-13-3: EXCEPTIONS:**

This Chapter shall not apply to:

Any person selling vegetables, fruit or perishable farm products at an established Village market or other location on the private property of a consenting owner;

(b) Any person delivering tangible personal property who is fulfilling an order for such property which was selected or placed by mail or other means; or

(c) Any person carrying samples of goods and taking orders for delivery at a later date (see Solicitors Chapter).

#### 7-13-4: PENALTY:

Any person, firm, corporation or entity who violates, disobeys, omits, neglects, refuses to comply with or who resists enforcement of any of the provisions of this Chapter, shall upon conviction be fined according to the fine schedule located in [Appendix B](#) for each offense.

(Ord. 2773, 9-5-95; Amd. Ord. 5103, 6-6-16; Amd. Ord. 5224, 10-2-17)

#### Disclaimer:

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

© 2019 American Legal Publishing Corporation

[techsupport@amlegal.com](mailto:techsupport@amlegal.com)

1.800.445.5588.



Search:

Orland Park, IL Code of Ordinances

TITLE 7 BUSINESS AND LICENSE  
CHAPTER 13 PEDDLERS AND TRANSIENT MERCHANTS

Choose search form

Links:

Go to ...

Document

Prev Doc

Next Doc

Table of Contents

Sync TOC

Standard Code View

## 📖 CHAPTER 13 PEDDLERS AND TRANSIENT MERCHANTS

---

### SECTION:

[7-13-1: Definitions](#)

[7-13-2: Prohibited Activities](#)

[7-13-3: Exceptions](#)

[7-13-4: Penalty](#)

### 📖 7-13-1: DEFINITIONS:

As used in this Chapter:

"**Transient Merchant**" means any person who is engaged temporarily in the retail sale of goods, wares or merchandise, and in pursuance of such sales occupies any building, room, vehicle, structure or unoccupied or unimproved lot for the purpose of conducting such sale.

"**Itinerant Vendor**" means any person who transports tangible personal property for retail sale who does not maintain an established office, distribution house, warehouse, service center or residence from which such business is conducted.

"**Peddler**" means a person who travels about selling, bartering or exchanging small wares which he carries with him on his person or on a wagon, truck, push cart or moveable receptacle of any kind.

"**Hawker**" means a person who cries his wares or exhibits them for sale.

### 📖 7-13-2: PROHIBITED ACTIVITIES:

Peddlers, hawkers, itinerant vendors and transient merchants are prohibited within the corporate limits of the Village of Orland Park.

### 📖 7-13-3: EXCEPTIONS:

This Chapter shall not apply to:

Any person selling vegetables, fruit or perishable farm products at an established Village market or other location on the private property of a consenting owner;

(b) Any person delivering tangible personal property who is fulfilling an order for such property which was selected or placed by mail or other means; or

(c) Any person carrying samples of goods and taking orders for delivery at a later date (see Solicitors Chapter).

#### 7-13-4: PENALTY:

Any person, firm, corporation or entity who violates, disobeys, omits, neglects, refuses to comply with or who resists enforcement of any of the provisions of this Chapter, shall upon conviction be fined according to the fine schedule located in [Appendix B](#) for each offense.

(Ord. 2773, 9-5-95; Amd. Ord. 5103, 6-6-16; Amd. Ord. 5224, 10-2-17)

#### Disclaimer:

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

© 2019 American Legal Publishing Corporation

[techsupport@amlegal.com](mailto:techsupport@amlegal.com)

1.800.445.5588.

Search:

Orland Park, IL Code of Ordinances

TITLE 7 BUSINESS AND LICENSE  
CHAPTER 13 PEDDLERS AND TRANSIENT MERCHANTS

Choose search form

Links:

Go to ...

Document

Prev Doc

Next Doc

Table of Contents

Sync TOC

Standard Code View

## **CHAPTER 13**

### **PEDDLERS AND TRANSIENT MERCHANTS**

---

#### **SECTION:**

[7-13-1](#): **Definitions**

[7-13-2](#): **Prohibited Activities**

[7-13-3](#): **Exceptions**

[7-13-4](#): **Penalty**

#### **7-13-1: DEFINITIONS:**

As used in this Chapter:

**"Transient Merchant"** means any person who is engaged temporarily in the retail sale of goods, wares or merchandise, and in pursuance of such sales occupies any building, room, vehicle, structure or unoccupied or unimproved lot for the purpose of conducting such sale.

**"Itinerant Vendor"** means any person who transports tangible personal property for retail sale who does not maintain an established office, distribution house, warehouse, service center or residence from which such business is conducted.

**"Peddler"** means a person who travels about selling, bartering or exchanging small wares which he carries with him on his person or on a wagon, truck, push cart or moveable receptacle of any kind.

**"Hawker"** means a person who cries his wares or exhibits them for sale.

#### **7-13-2: PROHIBITED ACTIVITIES:**

Peddlers, hawkers, itinerant vendors and transient merchants are prohibited within the corporate limits of the Village of Orland Park.

#### **7-13-3: EXCEPTIONS:**

This Chapter shall not apply to:

§ 7-13-4(1) Any person selling vegetables, fruit or perishable farm products at an established Village market or other location on the private property of a consenting owner;

§ 7-13-4(b) Any person delivering tangible personal property who is fulfilling an order for such property which was selected or placed by mail or other means; or

§ 7-13-4(c) Any person carrying samples of goods and taking orders for delivery at a later date (see Solicitors Chapter).

#### 7-13-4: PENALTY:

§ 7-13-4 Any person, firm, corporation or entity who violates, disobeys, omits, neglects, refuses to comply with or who resists enforcement of any of the provisions of this Chapter, shall upon conviction be fined according to the fine schedule located in [Appendix B](#) for each offense.

(Ord. 2773, 9-5-95; Amd. Ord. 5103, 6-6-16; Amd. Ord. 5224, 10-2-17)

#### Disclaimer:

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

© 2019 American Legal Publishing Corporation

[techsupport@amlegal.com](mailto:techsupport@amlegal.com)

1.800.445.5588.

Search:

Orland Park, IL Code of Ordinances

APPENDIX B: FINE SCHEDULE

Choose search form

Links:

Go to ...

**Document**

Prev Doc

Next Doc

Table of Contents

Sync TOC

Standard Code View

## APPENDIX B: FINE SCHEDULE

Â

<i>Title and chapter</i>	<i>Ordinances</i>	<i>Fine ranges</i>
--------------------------	-------------------	--------------------

Â

\* Denotes a Mandatory MV Hearing appearance unless otherwise noted

(Ord. 5224, 10-2-17; Amd. Ord. 5288, 4-16-18; Amd. Ord. 5301, 5-21-18; Amd. Ord. 5377, 1-21-19; Amd. Ord. 5392, 3-18-19; Amd. Ord. 5398, 4-15-19; Amd. Ord. 5423, 8-19-19; Amd. Ord. 5437, 10-21-19; Amd. Ord. 5438, 10-21-19; Amd. Ord. 5444, 10-21-19)

**Disclaimer:**

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

© 2019 American Legal Publishing Corporation

[techsupport@amlegal.com](mailto:techsupport@amlegal.com)

1.800.445.5588.