

VILLAGE OF ORLAND PARK

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

Meeting Agenda

Board of Trustees

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

Monday, June 21, 2021 7:00 PM Village Hall

- 1. CALL TO ORDER/ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. VILLAGE CLERK'S OFFICE

2021-0442 Approval of the June 7, 2021, Regular Meeting Minutes

Attachments: Draft Minutes

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

<u>2021-0457</u>	Community Pride Award - Crystal Tree Golf & Country Club
2021-0443	Community Pride Award - Abby Noonen - Evan's Scholarship Recipient
2021-0445	Community Pride Award - Dylan Manning - Evan's Scholarship Recipient
2021-0446	Community Pride Award - Maeve Moran - Evan's Scholarship Recipient
2021-0447	Civic Center Advisory Committee - Appointment

5. PRE-SCHEDULED CITIZENS & VISITORS

6. ACCOUNTS PAYABLE

2021-0449 Accounts Payable - Approval

Attachments: 06.21.21 AP

7. CONSENT AGENDA

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A. 2021-0450 Payroll - Approval

Attachments: 06.11

Attachments: 06.11.2021 Payroll

B. <u>2021-0458</u> NIMEC 2021 Renewal - Village-owned Accounts

Attachments: Resolution 2117

c. <u>2021-0451</u> Disposal of Village Equipment (Online Auction) - Public Works

Department - Ordinance

<u>Attachments:</u> Ordinance

D. 2021-0409 Pavement Marking - 2021-2023 Bid Award

Attachments: ITB 21-027 Tabulation

Marking Spec. Unit Price Precision Marking Unit Price

RoadSafe Unit Price

AGMT-CONTRACT (RoadSafe) 21-027

E. 2021-0456 An Ordinance Amending Title 5, Chapter 8 of the Orland Park

Village Code with Regards to Crime Free Housing

Attachments: Ordinance

8. **HEARINGS** 7:00 P.M.

9. PUBLIC SAFETY

10. TECHNOLOGY, INNOVATION AND PERFORMANCE IMPROVEMENT

11. PUBLIC WORKS

2021-0452 21-030 ITB - Silver Lake Water Main Replacement and 82nd

Avenue Lining - Rejection

Attachments: Email Correspondence with CCBEL

2021-0106 2021 Strategic Flow Monitoring - Proposal

<u>Attachments:</u> <u>AGMT-CONTRACT (Professional Services) Strategic Flow Monitoring</u>

Proposal RJN Contract

12. DEVELOPMENT SERVICES AND PLANNING

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2020-0639 LaGrange Square - Ordinance Granting an Amendment to a

Special Use Permit for a Planned Development with Modifications

to the Land Development Code

<u>Attachments:</u> <u>Exhibit A - Site Plan</u>

Exhibit B - Landscape Plan
Exhibit C - Building Elevations

ORD - LaGrange Square SU Amendment

Exhibit D - Plat of Subdivision

2021-0436 Hampton Inn - Inducement Agreement

<u>Attachments:</u> Signed Inducement Agreement

- 13. ENGINEERING PROGRAMS AND SERVICES
- 14. PARKS AND RECREATION
- 15. FINANCE
- 16. MAYOR'S REPORT
- 17. OFFICIALS
- 18. VILLAGE MANAGER'S REPORT
- 19. NON-SCHEDULED CITIZENS & VISITORS
- 20. BOARD COMMENTS
- 21. EXECUTIVE SESSION
 - A. Approval of Minutes
 - B. The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees
- 22. RECONVENE BOARD MEETING

Report on Executive Session and Action as a Result of, if any.

23. ADJOURNMENT

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REQUEST FOR ACTION REPORT

File Number: 2021-0442
Orig. Department: Village Clerk

File Name: Approval of the June 7, 2021, Regular Meeting Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of June 7, 2021.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, June 7, 2021

7:00 PM

Village Hall

Board of Trustees

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

CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:00 p.m.

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

VILLAGE CLERK'S OFFICE

2021-0393 Approval of the May 17, 2021, Regular Meeting Minutes

The Minutes of the Regular Meeting of May 17, 2021, were previously distributed to the members of the Board of Trustees. President Pekau asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Meeting of May 17, 2021.

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

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

Nay: 0

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

2021-0421 The Technology Commission - Appointments

President Pekau appointed Eric Olson and Mike Galvin to the Technology Commission. Eric Olson and Mike Galvin are replacing Ed Giron and John Matusik.

I move to advice and consent the appointment of Eric Olson and Mike Galvin to the Technology Commission.

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

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

Nay: 0

2021-0422 Joint Emergency Telephone System 911 Board - Appointment

President Pekau appointed Daniel O'Neill to the Joint Emergency Telephone System 911 Board. Daniel O'Neill, is replacing Salvatore Cacciato.

I move to advice and consent the appointment of Daniel O'Neill to the Joint Emergency Telephone System 911 Board.

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

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

Nay: 0

ACCOUNTS PAYABLE

The lists of Accounts Payable having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Accounts Payable from May 18, 2021, through June 7, 2021, in the amount of \$3,010,515.19.

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

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

Nay: 0

CONSENT AGENDA

Passed the Consent Agenda

A motion was made by Trustee Kampas, seconded by Trustee Milani, to PASS THE CONSENT AGENDA, including all the following items marked as having been adopted on the Consent Agenda. The motion carried by the following vote:

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

Nay: 0

2021-0417 Payroll for May 14, 2021, and May 28, 2021 - Approval

The lists of Payroll having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Bi-Weekly Payroll for May 14, 2021, in the amount of \$1,722,420.68;

And,

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I move to approve the Bi-Weekly Payroll for May 28, 2021, in the amount of \$1,426,030.59.

This matter was APPROVED on the Consent Agenda.

2021-0334 Sensus Water Meter Replacements - Contract

The Village of Orland Park Public Works Department routinely test large meter's accuracy. The program identifies deficiencies in 2" and larger water meters. Large meters are typically installed in commercial buildings and apartment complexes. Meters are selected for testing based on age and volume of water used. M.E. Simpson currently is the Village's meter testing consultant. Frequent communication with staff is critical when a meter is either reading very poorly or not functioning at all. In some cases, the field technician can make repairs while on-site; otherwise, the technician reports nonfunctioning meters for immediate replacement to reduce financial losses.

As a result of the testing program, M.E. Simpson and Public Works staff have identified forty-seven (47) 2" meters and three (3) 3" that need to be replaced in 2021. The Village currently uses Sensus water meters. The local authorized vendor for Sensus products in the region is Core & Main of Mokena, Illinois.

Current pricing for the 2" Sensus Omni Water Meter is \$1,325.00 each, and \$1,680.00 each for the 3" Sensus Omni Water Meter. Both include a twenty-year warranty. Installation supplies would also be needed and would include 66 rubber drop in gaskets at \$2.50 each and 132 5/8" X 2-1/2" hex head zinc bolts at a cost of \$.64 each for a total project cost of \$62,264.80.

The Village is reevaluating the current meter replacement program, but needs to maintain and replace as necessary, the meters in the interim to reduce revenue loss due to the meters not functioning properly.

I move to approve authorizing the purchase of large Sensus water meters and related installation supplies from Core & Main of Mokena, Illinois in an amount not to exceed the Board approved budgeted amount of \$62,264.80.

And

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

This matter was APPROVED on the Consent Agenda.

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2021-0335 Facilities and Operations Master Plan - RFP

On June 3, 2021, the Public Works Department issued a Request for Proposals (RFP) #21-026 for the creation of a Facilities and Operations Master Plan.

The goals of the Plan include an assessment of current facility conditions and spatial needs; and the creation of a road map for near and long term facilities and space consultation planning; including a plan to reorganize the Public Works and Recreation Administration facilities.

Firms were tasked with the goal of developing a sound, actionable, and fiscally responsible plan that supports the entire organization by providing safe and inviting work environments that meet the varying operational needs of all Village departments. In addition to a proposal price, firms also were required to demonstrate substantial experience in undertaking and completing the type of work required.

The project scope of work was broken into four (4) phases: Facilities Condition Assessment, Space and Programming Needs Assessment, Public Works Facility Master Plan and Recreation Administration Storage Plan. The full scope of work for the project is attached for reference. A summary of each of the four (4) phases is provided below:

Phase 1: Facilities Condition Assessment

The Facilities Condition Assessment deliverables include a narrative summary and standard quantitative information of the facility and building systems and a categorization of immediate, short-term, and long-term capital repair and replacement requirements with project timelines.

Phase 2: Space and Programming Needs Assessment
The Space and Programming Needs Assessment deliverables include the
assessment of buildings, departmental and division space needs, and
requirements and whether current spaces are functioning in order to undertake the
work of the Village efficiently and effectively; the identification of any efficiency and
cost-effective layout alterations that may provide space for additional employees to
possibly defer additional construction activity; forecasts for departmental growth
and space needs; critical adjacencies between and within Departments; and
desired support areas and amenities and security and safety needs.

Phase 3: Public Works Facility Master Plan

In addition to an overall assessment of Village facility conditions and space needs, the aim is for Phases 1 and 2 to inform a Public Works Facility Master Plan and Recreation Administration Storage Plan. The Public Works Facility Master Plan deliverables include master plan strategies, site plan and relevant details; a schematic building plan set; preliminary project budgets and schedules;

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and a review of all applicable regulatory permitting requirements.

Phase 4: Recreation Administration Storage Plan

The Recreation Administration Storage Plan deliverables include storage plan strategies floor plan and relevant details, preliminary project budgets and schedules and other relevant/diagrammatic information.

Firms were also requested to present a summary of the findings to the Village Manager and Department Heads, followed by a summary of the results to the Village Board via the Committee of the Whole meeting.

Proposal Summary

Thirty-five (35) firms downloaded either partial or complete bid packages. On June 20, 2021, seven (7) firms submitted proposals. All proposals are attached for review. A summary of the proposal prices is provided below:

Legat Architects: (add \$2,000 allowance for final report) \$145,372.50;

Christopher Burke Engineering Ltd: \$167,905.00;

Williams Architects: \$199,800.00; Farnsworth Group: \$263,100.00;

Bureau Veritas Technical Assessment, LLC: \$368,652.50;

Knight E/A: \$395,500.00; and

Kluber Architects and Engineers: \$455,000.00.

Based on firm qualifications provided and proposal prices, staff recommends approving the proposal from Legat Architects for \$145,372.50, plus a 10%(\$14,537) contingency for a total cost of \$159,909.50.

I move to approve the Facilities and Operations Master Plan proposal submitted by Legat Architects for \$145,372.50 plus a 10% contingency of \$14,537 for a total not to exceed \$159,909.50;

And,

To authorize the Village Manager to approve change orders not to exceed the contingency amount;

And,

To authorize the Village Manager to execute all related contracts subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

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2021-0245 Sanitary Sewer Cleaning and Televising 2021-2023 - Bid Award

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) passed the Watershed Management Ordinance (WMO) and an amendment that requires sanitary sewer systems that discharge into the MWRD to implement measures to reduce excessive Infiltration and Inflow (I&I) from entering MWRD's sanitary sewer treatment system.

In November of 2015, the Village Board approved the sanitary sewer consultant, RJN, Inc., to assist the Public Works Department in meeting the various compliance requirements articulated in MWRDs WMO. The WMO mandates that the Village perform a sewer system condition assessment for excessive infiltration & inflow. The optimal solution to perform this task is by televising and cleaning the sanitary sewer pipes and manholes. Utility Division staff had performed the cleaning function in the years prior to 2016. Since 2016, contractors have been performing cleaning function of areas that are prioritized by RJN Group. The last two (2) years (2019 - 2020), the Utility Division added televising along with cleaning in the scope of work with contractor.

Village staff, with input from RJN, has identified high priority areas of the sanitary sewer system to perform both cleaning and televising. An Invitation to Bid for the 2021 through 2023 Sanitary Sewer Cleaning & Televising Program work was published on BidNet Direct from May 4th through May 19th, 2021. The details of the request are as follows: a three(3) year contract for light cleaning and televising, heavy cleaning, root cutting and field marking location defects.

Through BidNet, 282 entities viewed the solicitation. Six (6) vendors were sent a courtesy email. Eighteen (18) vendors downloaded at least one of the bid documents. Three (3) bids were submitted for consideration. Bids were opened publicly and evaluated for completeness by the Clerk's Office at 11:00 a.m. on Wednesday, May 19th, 2021 (Bid Tabulation and Responsiveness Check sheets attached).

Village staff and RJN Group reviewed the attached three bid submittals. National Power Rodding Corporation of Illinois was determined to be the lowest responsible qualified bidder for the 2021 through 2023 Sanitary Sewer Cleaning and Televising Program with a submitted project cost of \$97,641.95 for 2021, \$93,587.70 for 2022, and \$127,259.70 for 2023. Village staff along with RJN Group reviewed references submitted by National Power Rodding of Illinois and found them satisfactory. Therefore, it is staff's and RJN Group's recommendation (Exhibit A) that National Power Rodding Corporation of Illinois of Chicago, Illinois be awarded the 2021 through 2023 Sanitary Sewer Cleaning and Televising Program project in the amount of \$97,641.95, plus a \$10,000.00 contingency for a total cost of \$107,641.95 for the work to be performed in 2021. Contingency is being requested for possible additional heavy cleaning, root cutting, and/or buried

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manhole locates.

I move to accept the bid for the 2021 through 2023 Sanitary Sewer Cleaning and Televising Program from National Power Rodding Corporation of Illinois, of Chicago, Illinois for \$97,641.95 plus \$10,000.00 in contingency for a total of \$107,641.95;

And,

To approve the work to be performed in 2022 and 2023 to be included in the FY22 in the amount of \$103,587.70 and FY23 in the amount of \$137,259.70 Budgets.

And,

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

This matter was APPROVED on the Consent Agenda.

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

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

In this regard, throughout 1997, the Village's of Orland Park and Mokena negotiated a Boundary Agreement regarding unincorporated territory lying between the boundaries of the respective municipalities. In that negotiation, it was contemplated that I-80 comprised a territorial division that was hard to overcome with utilities, flood control, police, park, library and other municipal services. This line then provided a logical municipal boundary in order to plan effectively and efficiently for the growth and potential development between the two (2) communities and lends itself to the conservation of the available resources.

In October of 1997, both municipalities passed an ordinance adopting an Intergovernmental Agreement ("IGA") setting their respective growth boundaries along the I-80 corridor, with Mokena to the south of that line, and Orland Park to the north of that line. At the time of the 1997 IGA, Mokena had already annexed some properties north of I-80 and west of Wolf Road. As part of that IGA, Mokena

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

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

I move to adopt Ordinance 5619 entitled: AN ORDINANCE AUTHORIZING EXECUTION OF A BOUNDARY AGREEMENT WITH THE VILLAGE OF MOKENA.

This matter was APPROVED on the Consent Agenda.

2021-0413 A Resolution Authorizing the Execution of the Intergovernmental Agreement Between the Village of Orland Park and the City of Palos Hills Concerning Use of Orland Park's Firearms Range Facilities.

During recent years, it has been increasingly hard for police departments to secure time at a local firearms facility to conduct training as part of the State mandatory police firearms training program. This agreement will allow the Orland Park Police Department to train with officers from the Palos Hills Police Department so they are better prepared when called upon during a critical incident.

I move to adopt Resolution 2119 entitled: A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND THE CITY OF PALOS HILLS CONCERNING THE USE OF ORLAND PARK'S FIREARMS RANGE FACILITIES;

And,

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I move to authorize the Village Manager or his designee, to execute the agreement upon approval of the Board.

This matter was PASSED on the Consent Agenda.

2021-0419 Konica Minolta Multi-Functional Printer Lease

The lease and maintenance agreements for the Village's eighteen (18) multi-functional printers (MFPs) are currently being serviced by multiple vendors. This approach resulted in user dissatisfaction, inefficient management, and increased cost for leasing and maintaining these devices. Staff is currently consolidating these agreements under a single vendor, Konica Minolta, utilizing the Sourcewell cooperative purchase contract 083116-KON. The Village is contractually obligated under the present multiple lease and maintenance agreements, delaying the completion of this consolidation effort for three (3) more years.

The Development Services Department presently uses two (2) HP M880 MFPs that jointly average over 16,000 printed pages monthly. Both of these devices were leased at the same time and their leases have expired. They were planned to be replaced in FY 2022. Recently, one (1) of these devices failed, and the maintenance vendor reported that it could not be repaired. This resulted in the Development Services Department sharing one (1) printer, which has already experienced its own intermittent failures, during its busiest time of year. To resolve the immediate problem and proactively prevent a future problem, staff recommended the Village replace both of these MFPs immediately. Staff solicited a lease and maintenance agreement from Konica Minolta. Due to the critical need, equipment failure and pending failure of the second MFP, the Assistant Village Manager executed an agreement for lease and maintenance for two (2) new Konica Minolta BIZHUB C650i MFPs using the Village's emergency authorization authority.

I move to approve the lease with Konica Minolta using the Sourcewell cooperative purchase contract 083116-KON for the forty-seven (47) month lease of two (2) multi-function printers for the Development Services Department for a total lease cost of \$24,889.79 plus monthly usage charges;

And,

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

This matter was APPROVED on the Consent Agenda.

2021-0178 South Point Industrial - Ordinance for Rezoning

On May 17, 2021, the Village Board of Trustees approved the rezoning of the property located at 15626-15650 70th Court in the Village of Orland Park from BIZ

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General Business District to MFG Manufacturing District. The property is located within the 159th & Harlem Planning District and is designated as Manufacturing Employment Emphasis per the Village's Comprehensive Plan.

The subject property is located within an established manufacturing area and the structure is not conducive to most uses permitted under the current zoning designation. This has been demonstrated to Village staff by way of multiple Special Use Permit requests and approvals for uses that would otherwise be permitted within the MFG Manufacturing District.

This is now before the Village Board for consideration of an ordinance for the rezoning of the property.

I move to pass Ordinance 5620 entitled: ORDINANCE REZONING CERTAIN REAL ESTATE FROM BIZ GENERAL BUSINESS DISTRICT TO MFG MANUFACTURING (SOUTH POINT INDUSTRIAL - 15626 S. 70TH COURT)

This matter was APPROVED on the Consent Agenda.

2021-0400 153rd Street and Ravinia Avenue Intersection Improvements, Phase 1 RFP 21-022, Contract Award

On May 17, 2021, the Village Board of Trustees approved the rezoning of the property located at 15626-15650 70th Court in the Village of Orland Park from BIZ General Business District to MFG Manufacturing District. The property is located within the 159th & Harlem Planning District and is designated as Manufacturing Employment Emphasis per the Village's Comprehensive Plan.

The subject property is located within an established manufacturing area and the structure is not conducive to most uses permitted under the current zoning designation. This has been demonstrated to Village staff by way of multiple Special Use Permit requests and approvals for uses that would otherwise be permitted within the MFG Manufacturing District.

This is now before the Village Board for consideration of an ordinance for the rezoning of the property.

I move to approve awarding RFP 21-022 for Phase 1 Design Engineering Services for the 153rd Street and Ravinia Avenue Intersection Improvements to V3 Companies, Ltd. in an amount not to exceed \$69,850.00.

And,

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

This matter was APPROVED on the Consent Agenda.

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PUBLIC WORKS

2021-0168 Elevated Tank No. 7 Painting- Bid Award

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

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

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

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

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

I move to accept the Base Bid, from Era-Valdivia, of Chicago, Illinois, and award a contract in an amount of \$720,000.00 plus \$72,000.00 contingency for a total

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amount not to exceed \$792,000.00;

And,

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

And,

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

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

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

Nay: 0

2021-0408 Fernway 2021 Phase Six Design Engineering- Proposal

The pavement in Fernway Subdivision was originally constructed in the early 1960's. At that time, the unincorporated roadways were constructed with a rural cross section, far below current Village standards. The Village has spent considerable resources maintaining these roadways, creek culverts and water mains since annexing the area over 40 years ago.

Due to the scale of work and expected construction cost, since its 2016 inception the comprehensive road and ditch project for the entire subdivision has been projected to span nine (9) years. An overall Fernway phased improvement map is provided for reference, showing the nine (9) color-coded street areas representing each anticipated reconstruction project year. The map also identifies six (6) watershed areas defined by green borders and numbers. The determining factor for each project year is dictated by the lay of the land, working from low-lying areas to higher areas; however, since there are several separate (and some independent) watersheds in Fernway, the proposed project years are a guide and not absolute.

The 2016 through 2020 phases of this project have all been completed with positive results. Note that the road construction and final ditch restoration for the 2020 project carried-over to spring 2021 due to early onset of winter last season. Regardless of the carry-over, the project was completed in a timely fashion by PT Ferro Construction. The sodded ditches have rooted well and the grass has begun to grow nicely.

The 2021 Fernway road and ditch design engineering includes field evaluation, utility coordination, pavement rehabilitation evaluation, specifications, detailed

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drawings, ditch re-grading plan and profile sheets with cross-sectioning and bidding assistance. The 2021 project area consists of the following streets highlighted in dark blue on the attached map:

- >164th Street from 88th Avenue to Sherwood Drive
- >Sherwood Drive from 164th Place to 163rd Street
- >163rd Street from 88th Avenue to 8650 163rd Street (eastern limit of Orland Park corporate limits)

The Village's pavement management consultant, Applied Research Associates, has unequivocally recommended full depth pavement reconstruction and stabilization for every phase of this regional project, in addition to recommending concrete shoulders to support the pavement edge. This is due to the fact that the original street construction was built upon poor soils. The wholesale ditch re-grading is necessary to reestablish proper, consistent ditch flows from street-to-street on account of the existing driveway culverts being of meager size and frequent cases of blockage and/or deterioration. Many ditches have also been modified by adjoining residents, which often adversely impacts upstream neighboring properties.

Since the project consists of both street and storm water improvements, the Village has previously engaged in design contracts with both Baxter & Woodman Consulting Engineers and Christopher B. Burke Engineering (CBBEL) to both design and oversee the road reconstruction and ditch grading improvements. Years 2016 through 2018 were a joint design effort between Baxter & Woodman and CBBEL, with Baxter & Woodman leading the design. Year 2019 introduced a new, separate watershed area (number four) and the Village requested proposals from both Baxter & Woodman and CBBEL to select a sole design engineering firm for the improvements, thereby eliminating the joint effort and simplifying the combined road and stormwater design process.

In 2019 CBBEL was awarded the contract for three (3) years of drainage design. The intent of awarding three (3) years of drainage design was to cover the entirety of watershed area number four due to the overlapping drainage ways from one project year to the next. CBBEL was also awarded the respective years of 2019 and 2020 of road and ditch reconstruction design each year, due to the considerable budget impact that would be incurred if the entirety of the design was awarded for three (3) years "up front."

The present 2021 project area is therefore year three (3) of three (3), within watershed number four. Proposals were requested from CBBEL and Baxter & Woodman, given their past investment and history with the Fernway regional project. Other firms were polled for their interest and respectfully declined, given the CBBEL and Baxter & Woodman previous design history with watershed number four. Staff expects future watersheds five and six to be an equal opportunity for any engineering firm to secure the design work.

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To date, CBBEL has demonstrated excellent ability to perform the services necessary for proper development of the Fernway stormwater design. CBBEL is also equally qualified to provide design services for the road and ditch plan-and-profile engineering. Based upon previous Fernway reconstruction experience and excellent performance by CBBEL, staff recommends accepting the proposal from Christopher B. Burke Engineering Ltd. of Rosemont, Illinois in an amount not to exceed \$69,900.00

Based on the type of construction, 55% of the road and ditch design cost will be funded by the Road Improvement Program and 45% of the road and ditch design cost will be funded by the Storm Water Fund.

President Pekau had comments. (refer to audio)

I move to accept the proposal for 2021 Fernway Subdivision Roadway and Drainage Improvements, from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois, dated May 26, 2021 in an amount not to exceed \$69,900.00;

And

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

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

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

Nay: 0

DEVELOPMENT SERVICES AND PLANNING

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

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

PROJECT DESCRIPTION & CONTEXT

The petitioner is proposing to rezone parcel number 27-09-402-043-0000 from R-3 Residential District to BIZ General Business District, consolidate the two (2)

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existing parcels (27-09-402-043-0000 and 27-09-402-014-0000) which were both utilized by the former day care facility into one (1) single lot, and construct a roughly 6,200 square foot day care facility.

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

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

SITE PLAN

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

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

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

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

I move to approve the Rezoning, Preliminary Plat of Subdivision, Preliminary Site Plan, Preliminary Landscape Plan, and Elevations for the Mini Academy Development Petition located at 9970 W. 151st Street, as recommended at the May 4, 2021 Plan Commission meeting, and as amended and recommended at the May 17, 2021 Committee of the Whole meeting, and as fully referenced in the motion below.

THIS SECTION FOR REFERENCE ONLY (NOT NECESSARY TO BE READ) I move to approve the Rezoning of parcel number 27-09-402-043-0000 from R-3 Residential District to BIZ General Business District;

And,

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

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And,

I move to approve the Preliminary Site Plan titled "Preliminary Site Plan", prepared by Ridgeland Associates, Inc., dated April 8, 2021, subject to the following conditions:

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

And,

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

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

And,

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

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

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

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

Nay: 0

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2021-0354 2021 Land Development Code Amendments I

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

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

I move to adopt Ordinance 5621, entitled: "An Ordinance Amending Article 5 of the Village of Orland Park Land Development Code, as Amended" and as fully referenced below:

THIS SECTION FOR REFERENCE ONLY (NOT NECESSARY TO BE READ) I move to adopt Ordinance 5621, entitled: "An Ordinance Amending Article 5 of the Village of Orland Park Land Development Code, as Amended" as prepared by the Development Services Department and dated April 15, 2021.

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

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

Nay: 0

ENGINEERING PROGRAMS AND SERVICES

2021-0407 McGinnis Slough Multi-Use Path Preliminary Engineering Contract

A Request for Proposals (RFP) was issued to the seven (7) pre-qualified consulting firms for Preliminary Engineering (Phase 1) Services. These seven (7) engineering firms were prequalified by the Village in 2020 for a multi-use path related design services through RFQ 20-015. Four (4) firms responded to the RFP. Out of all the respondents to the RFP, Engineering Resource Associates (ERA) is recommended by staff for contract award. The proposal from ERA was the strongest proposal as it addressed most of the project challenges. The following are important aspects of ERA's proposal:

- Impacts to environmentally sensitive areas

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- Floodway and floodplain impacts
- Major trail crossings at Will-Cook Road and Wolf Road
- Neighborhood connections and resident feedback
- Soil conditions and how they will affect project layout and design
- Coordination with major stakeholders such as Commonwealth Edison, Cook County

Forest Preserve District, Illinois Department of Transportation, and other government

agencies

ERA's proposal also offers the lowest hourly rate and highest number of man-hours of the all responding firms. Because the McGinnis Slough bike path is located immediately adjacent to the slough, staff believes that the preliminary design is expected to deal with challenges related to wetland areas, ComEd easements, construction access and other unknown conditions in its path. Therefore, a higher number of man-hours (compared to other consultants) may be needed to address challenges related to design and site conditions. The additional hours would minimize the chances of requesting additional services and maintaining overall project budget. Additionally, the project will be set up that the consultant will be paid based upon number of hours used. Therefore, any savings in hours used by the consultant would benefit the Village by reducing the total professional fees.

Below is a cost breakdown of the received proposals:

Engineering Resource Associates

Proposed Fee: \$195,010

Man Hours: 1,850 Hourly Rate: \$105.41

Baxter & Woodman

Proposed Fee: \$149,907

Man Hours: 1,248 Hourly Rate: \$120.12

Ciorba Group

Proposed Fee: \$220,599

Man Hours: 1,627 Hourly Rate: \$135.56

CivilTech Inc.

Proposed Fee: \$215,500

Man Hours: 1,246 Hourly Rate: \$172.00

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Trustee Milani had questions. (refer to audio)

Engineering Programs and Services Director Hoda gave a presentation pertaining to this matter. (refer to audio)

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

Director Hoda responded to President Pekau and continued the presentation. (refer to audio)

Trustee Healy had questions. (refer to audio)

Director Hoda responded to Trustee Healy and continued the presentation. (refer to audio)

Trustee Kampas had questions. (refer to audio)

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

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

Director Hoda and Village Manager Koczwara responded to President Pekau.

Village Manger Koczwara had comments. (refer to audio)

Director Hoda addressed Village Manager Koczwara's comments. (refer to audio)

President Pekau had comments. (refer to audio)

Trustee Kampas had additional questions. (refer to audio)

President Pekau had comments. (refer to audio)

I move to approve awarding McGinnis Slough Multi-Use Path Preliminary Engineering Contract to Engineering Resource Associates in an amount not to exceed \$195,010 plus a \$25,000 contingency;

And,

To authorize the Village Manager to approve change orders not to exceed the contingency amount;

And,

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

A motion was made by Trustee Kampas, seconded by Trustee Milani, that this matter be POSTPONED to the Board of Trustees due back on 6/21/2021. The motion carried by the following vote:

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

Nay: 0

FINANCE

2021-0427 FY2021 Budget Amendment #3 - Approval

A detailed spreadsheet (by fund) reflecting budget adjustments is attached. This is the third budget amendment for FY2021, which incorporates an urgent initiative, budget rollover and a correction in the Recreation Service Clerks budget.

Multi-Function Printer

Development Services has two (2) multi-function printers, which are the highest used machines in the Village. One of the two (2) has failed. Both were planned to be replaced in 2022, and a separate agenda item will seek approval to purchase these two (2) replacement MFPs. Total budget impact for 2021 will be \$7,000.

Additional Audit Services

During the course of the audit, the auditors needed to conduct additional testing and work to complete various portions of the audit, including additional grant and single audit testing. The Village approved the audit agreement in 2018, which was amended in 2020 to compile the audit document. This amendment is a one-time amendment in the amount of \$19,970.

Office Furniture

In order to accommodate additional interns in the Village Manager's Office and Communications & Marketing Departments, replacement furniture will be needed.

Staffing changes

Public Works Seasonals

As a result of the snow removal recap meeting, a new plan was developed to replace the Seasonal Snowbird positions with nine (9) year-round P/T Maintenance Worker I positions. These positions will be regularly scheduled at 15 hours/week (780 hours) and the remaining 219 hours will be used to support snow removal events. The nine (9) positions will be split: two (2) for streets, two (2) for utilities, and five (5) for NRF. Each of the five (5) will support Sportsplex, Village Hall, CPAC, Natural Resources, and another to support Athletics.

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Each of these positions will be 999 hrs./yr. at \$15/hr., non-IMRF (same grade as existing P/T MWI). Total annual cost to the Village for these positions will be \$134,865/year, or about \$67,000 for remainder of 2021. This is partially offset by unused snow bird salary of \$27,000, for total salary impact of \$40,000, plus Social Security and Medicare of \$3,060.

Village Manager's Office Part Time Division Secretary VMO will be adding a new P/T Division Secretary, Grade 400 (\$14.32-\$18.41), targeting \$15/hr. at 29 hrs./wk., or \$22,620/yr. (plus IMRF).

HR Generalist Position

Due to recent changes in the Human Resources Department, the HR Coordinator position is being reclassified as an HR Generalist, with additional duties and responsibilities.

Intern program

The Village is implementing an internship program for undergraduate and graduate students. Graduate student interns will be hired for the Village Manager's Office, Finance, and Development Services. Undergraduate Interns will be hired in Communications & Marketing, Engineering, Human Resources, Information Technology, Public Works, and Recreation. The organization-wide internship program will act as a recruiting tool, an ongoing candidate pipeline, and a set of extra hands for departments. Total annual cost for the interns would be \$190,000 annually, plus IMRF, Social Security and Medicare benefits. Total estimated cost for 2021 will be \$103,370.

PW Budget Rollover Account error

In a previous budget rollover amendment, we used the incorrect fund for the CPAC Stair and Landing replacement project. This amendment will adjust that amendment from the General Fund to the Recreation & Parks Fund.

Insurance Fund - General Liability Claims

The Village's liability claims expense is volatile from year to year. We budgeted \$50,000 for these claims, but a variety of claims and settlements have exceeded anticipated expenses. We are requesting an additional \$100,000 to be budgeted for General Liability claims for the remainder of the year.

Trustee Katsenes had comments. (refer to audio)

Village Manager George Koczwara had comments (refer to audio)

Trustee Riordan had questions. (refer to audio)

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

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

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

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

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

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

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

Trustee Katsenes had comments. (refer to audio)

Village Manager Koczwara had comments. (refer to audio)

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

Village Manager Koczwara responded to President Pekau. (refer to audio)

President Pekau entertained a motion to table this item It was moved by Trustee Katsenes and seconded by Trustee Healy. (refer to audio)

All were in favor (refer to audio)

After item 2021-0429 was voted on, President Pekau entertained a motion to take this item (FY2021 Budget Amendment #3 - Approval) off the table. It was motioned by Trustee Kampas and seconded by Trustee Milani. All were in favor. (refer to audio file)

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

Finance Director Wachtel responded to President Pekau. (refer to audio)

Trustee Kampas made a motion to table this item. It was seconded by Trustee Riordan. All were in favor. The item will be further discussed after Executive Session. (refer to audio)

The Board reconvened after Executive Session. (refer to audio)

Trustee Milani motioned to remove from the table FY2021 Budget Amendment #3. It was seconded by Trustee Kampas. All were in favor. (refer to audio)

President Pekau entertained a motion to amend the original motion to reduce the General Fund by \$79,390, increasing the Recreation & Parks Fund expenditure budget in the amount of \$112,238, and an increase in the Insurance Fund

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expenditure budget in the amount of \$100,000 as detailed on the FY2021 Amendment #3 -REVISED worksheet. (refer to audio)

The amendment was moved by Trustee Kampas and seconded by Trustee Milani. All were in favor. (refer to audio file)

I move to approve a decrease in the General Fund expenditure budget in the amount of \$79,390, an increase in the Recreation & Parks Fund expenditure budget of \$112,238, and an increase in the Insurance Fund expenditure budget of \$100,000 as detailed on the FY2021 Amendment #3 worksheet - REVISED worksheet.

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

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

Nay: 0

2021-0428 An Ordinance Amending Appendices A and B to Ordinance No. 5609 - Ordinance

The attached ordinance formally approves amended Appendix A and Appendix B that were approved by the Board on December 21, 2020 and most recently amended on April 19, 2021. These appendices reflect changes to part-time positions as summarized below.

The changes to the Salary Ordinance are:

- ·Create the position of Intern Graduate (Grade 300)
- •Change the position of Police Officer Part Time from Grade 900 to Grade 700 (this was recently changed from 700 to 900 in error. The change was intended to be for the supervisor position below)
- •Create the position of Part Time Police Officer Supervisor at Grade 900
- •Change the Full Time position of HR Coordinator (Grade 5) to HR Generalist (Grade 9)

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

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

President Pekau entertained a motion to amend the motion to strike any reference to internships. It was moved by Trustee Katsenes and seconded by Trustee Milani. All were in favor. (refer to audio)

President Pekau had questions. (refer to audio)

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Village Manager Koczwara responded to President Pekau. (refer to audio)

Trustee Milani had questions. (refer to audio)

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

I move to approve Ordinance 5622 entitled: ORDINANCE AMENDING APPENDICES A AND B TO ORDINANCE NO. 5609 with all references to internships stricken from the ordinance.

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

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

Nay: 0

2021-0429 FY2020 Audit Contract Amendment

Following an RFP process in 2018, the Village selected BKD as our auditing for up to five (5) years. In 2020, that agreement was modified to add services of compiling the audited financial statements.

The 2020 audit included the need for additional implementation services in order to complete the audit. This included additional testing and work relating to:

- Reconciling accounts related to IMRF Pension Plan and the Village's Police Pension Plan in accordance with the provision of GASB S-68 (Accounting and Financial Reporting for Pensions) (\$3,500),
- The Illinois Grant Accountability and Transparency Act (GATA) (\$3,000), and
- Implementation of new Governmental Accounting Standards Board (GASB) pronouncements (S-83 Certain Asset Retirement Obligations and S-84 Fiduciary Activities) (\$5,000).

Total cost for these additional services is \$13,500.

During the audit process, the auditors needed to conduct additional work in reviewing and testing various work papers and schedules, including work to prepare the Schedule of Financial Assistance (for Federal Grant reporting), period 13 audit adjustments, and transitioning the Civic Center from a component unit to a department of the Recreation & Parks Department. Total cost for additional required services is \$8,470. Some contributing factors which required this additional work include:

- •A staff member who was significantly involved in the routine audit work left employment during the audit process.
- •The existing processes within our current financial software are sometimes overly complicated, requiring staff pulling data and information from multiple sources to

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conduct routine activity. This complicates routine auditor walk-throughs and reviews, sometimes significantly. The processes tested in detail this year required more than anticipated work effort.

- •There were minor complications relating to the transition of Police Pension accounting services mid-year, which required additional review and effort relating to property tax disbursements.
- •The Village has a large IDOT payable for projects that have been completed for several years (such as LaGrange Road from 131st Street to 179th Street, approved in 2013). However, the Village still owes IDOT approximately \$2.5M for various projects. On a related note, IDOT owes the Village approximately \$2.5M in reimbursements for various projects. Significant additional time and effort was required to confirm and substantiate these material dollar amounts to ensure they are properly treated in our financial statements. Current Village staff and audit team members were not with the Village during these projects.

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

Finance Director Kevin Wachtel had comments. (refer to audio)

Trustee Healy had comments. (refer to audio)

Finance Director Wachtel responded to Trustee Healy's comments. (refer to audio)

Trustee Riordan had questions. (refer to audio)

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

President Pekau had comments. (refer to audio)

I move to approve additional services provided by BKD relating to the 2020 audit in the amount of \$19,970.

A motion was made by Trustee Milani, seconded by Trustee Kampas, that this matter be POSTPONED to the Board of Trustees due back on 6/21/2021. The motion carried by the following vote:

Aye: 6 - Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 1 - Trustee Healy

BOARD COMMENTS

Trustees Healy, Katsenes, Milani, Kampas, Riordan, Radaszewski and President Pekau had Board comments. (refer to audio file)

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EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) the purchase or lease of real property for the use of the village; d) setting a price for sale or lease of village property.

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

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

Nay: 0

RECONVENE BOARD MEETING

The roll was called to reconvene the Regular Meeting and Trustees Healy, Katsenes, Milani, Kampas, Riordan, Radaszewski and President Pekau were present.

Purpose of the Executive Session was for the discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) the purchase or lease of real property for the use of the village; d) setting a price for sale or lease of village property.

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

Report on Executive Session and Action as a Result of, if any.

The Board came out of Executive Session to take item 2021-0427 from the table for a vote. See item for final motion and vote.

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ADJOURNMENT: 9:59 P.M.

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

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas,

Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2021-0440 Audio Recording for June 7, 2021, Board of Trustees Meeting NO ACTION

/AS

APPROVED:

Respectfully Submitted,

Patrick R. O'Sullivan, Village Clerk

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REQUEST FOR ACTION REPORT

File Number: **2021-0457**

Orig. Department: Village President

File Name: Community Pride Award - Crystal Tree Golf & Country Club

BACKGROUND:

Mayor Pekau and the Village Board will present a Community Pride Award to Crystal Tree Golf & Country Club of Orland Park.

The Village of Orland Park would like to honor Crystal Tree Golf and Country Club for being a proud supporter of the Charles "Chick" Evans Scholarship Foundation. From its inception, Crystal Tree has focused on building a strong Caddie program. As a result, Crystal Tree has been very successful at preparing caddies for their young adult lives.

Because of their dedication to the young adults in our community, to date, over thirty (30) Crystal Tree caddies have been awarded scholarships.

To qualify, a caddie must be nominated by his/her club and meet four (4) requirements: rank among the top twenty-five (25) percent of his high school class, have a superior caddie record for two (2) or more years; show financial need; and have outstanding personal character. The Evans Scholarship recipient must then keep a strong academic record, perform community service, respect their fellow Scholars and faithfully perform assigned housework. Nearly one-half of all Scholars maintain a "B" average or better; the graduate rate is ninety (90) percent, compared to a fifty (50) percent national average.

The Village of Orland Park would like to extend the gratitude of the entire community to an extraordinary program run by Crystal Tree Golf and Country Club. Bob Kelly will be accepting the award on behalf of Crystal Tree Golf & Country Club.

BUDGET IMPACT:

REQUEST FOR ACTION REPORT

File Number: **2021-0443**

Orig. Department: Village President

File Name: Community Pride Award - Abby Noonen - Evan's Scholarship Recipient

BACKGROUND:

Mayor Pekau will present a "Community Pride Award" to Abby Noonen in recognition of being named a recipient of the Evans Scholarship.

Abby attended Lincoln Way East High School. She caddies at Crystal Tree Golf Course. She plans to go to Miami University in Oxford, Ohio and will major in Computer Science.

Abby is a member of the National Honor Society and also volunteers at Silver Cross Hospital.

BUDGET IMPACT:

REQUEST FOR ACTION REPORT

File Number: **2021-0445**

Orig. Department: Village President

File Name: Community Pride Award - Dylan Manning - Evan's Scholarship Recipient

BACKGROUND:

Mayor Pekau will present a "Community Pride Award" to Dylan Manning in recognition of being named a recipient of the Evans Scholarship.

Dylan attended Carl Sandburg High School and caddies at Crystal Tree Country Club. He will be attending The University of Kansas to study Accounting.

BUDGET IMPACT:

REQUEST FOR ACTION REPORT

File Number: **2021-0446**

Orig. Department: Village President

File Name: Community Pride Award - Maeve Moran - Evan's Scholarship Recipient

BACKGROUND:

Mayor Pekau will present a "Community Pride Award" to Maeve Moran in recognition of being named a recipient of the Evans Scholarship.

Maeve attended Amos Alonzo Stagg High School and has caddied at Crystal Tree since the 8th grade. She has participated in Track and Field, Volleyball, the Varsity softball team all 4 years. She is involved with Charger Nation, the school's spirit club.

Maeve volunteers for Plows Council on Aging where she delivers meals to seniors in need. She also volunteers at Gigi's Playhouse, a down syndrome achievement center, while there she assists in activities such as yoga and cooking.

Maeve will be attending Indiana University in the fall and she will major in business.

BUDGET IMPACT:

REQUEST FOR ACTION REPORT

File Number: **2021-0447**

Orig. Department: Village President

File Name: Civic Center Advisory Committee - Appointment

BACKGROUND:

President Pekau will appoint Paul V. Shaheen to the Civic Center Advisory Committee. Paul V. Shaheen will replace Fred Garfield as he has resigned his appointment.

BUDGET IMPACT:

REQUESTED ACTION:

I move to confirm the appointment of Paul V. Shaheen to the Civic Center Advisory Committee.

REQUEST FOR ACTION REPORT

File Number: **2021-0449**

Orig. Department: Finance Department

File Name: Accounts Payable - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable from June 8, 2021, through June 21, 2021, in the amount of \$3,960,577.14.

Village of Orland Park Open Item Listing Run Date: 06/16/2021 User: bobrien

Status: POSTED Due Date: 06/21/2021 Bank Account: BMO Harris Bank-Vendor Disbursement

Invoice Type: Auto Pay, Check Request, CDRefunds, Utility-General, Payroll, Payroll,

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 11616 : A & K LETTERING, INC	14663AB	I21-003382	21-001074	06/08/2021	1	Veterans Wall Lettering	010-8100-442990	\$ 5,500.00
[VENDOR] 15346 : AEP ENERGY	3062020029	I21-003531		06/14/2021	1	3/25-4/23/21	010-5002-441300	\$ 2,565.46
[VENDOR] 2780 : AIRY'S, INC.	24076R	I21-003139	20-001352	05/24/2021	1	Installation of toilets at Centennial West Park and Centennial Ball Field 9 - Pay Retainage	283-0000-205000	\$ 1,690.00
	24076R	I21-003140	20-001435	05/24/2021	1	Centennial Ball Fields and Centennial Park Toilets - Pay retainage	283-0000-205000	\$ 10,037.50
[VENDOR] 11571 : AMALGAMATED BANK OF CHICAGO	06/01/21	121-003323	21-000881	06/01/2021	1	Interest Payment - 6-1-2021	031-1400-480300	\$ 48,275.00
	06/01/21	121-003323	21-000881	06/01/2021	1	Interest Payment - 6-1-2021	426-0000-480300	\$ 82,628.13
	06/01/21	121-003323	21-000881	06/01/2021	1	Interest Payment - 6-1-2021	427-0000-480300	\$ 82,162.50
	06/01/21	121-003323	21-000881	06/01/2021	1	Interest Payment - 6-1-2021	429-0000-480300	\$ 13,300.00
	06/01/21	121-003323	21-000881	06/01/2021	1	Interest Payment - 6-1-2021	430-0000-480300	\$ 11,090.25
	06/01/21	I21-003326	21-000881	06/01/2021	1	Interest Payment - 6-1-2021	424-0000-480300	\$ 168,531.25
[VENDOR] 7874 : AMPEST EXTERMINATING & WILDLIFE CONTROL	87675	I21-003362	21-000243	06/08/2021	1	Pest Control - Monthly service - PW Shed/Old Salt Bldg	010-1700-432910	\$ 128.00
	87667	I21-003363	21-000243	06/08/2021	1	Pest control - Ants in the Civic Center	010-1700-432910	\$ 125.00
[VENDOR] 12535 : APPRAISAL ASSOCIATES	05/24/21	I21-003431		06/10/2021	1	Appraisal services	010-1100-432100	\$ 673.07
[VENDOR] 15413 : AVI-SPL, LLC	816064	I21-001171	20-002220	03/18/2021	1	Audio-Visual Systems Design Services	010-1600-432800	\$ 11,173.08
[VENDOR] 13548 : AXA EQUITABLE LIFE INSURANCE COMPANY	06/11/2021	I21-003454		06/11/2021	1	VOP, 6.11.2021, Plan # 690921	010-0000-210131	\$ 447.46
[VENDOR] 9331 : AXON ENTERPRISE, INC	SI-1740009	I21-003419	21-000985	06/10/2021	1	Tactical Performance Power Magazine (TPPM), Part #22012	010-7002-460290	\$ 710.60
[VENDOR] 12725 : BAXTER & WOODMAN, INC.	0223204	I21-003515	20-001047	06/11/2021	1	151st Street Improvements, Phase III Construction Engineering Services - 4/18-5/15/21	054-0000-471250	\$ 21,101.10
[VENDOR] 3333333.3099 : BEVERLY QUINN	05262021	121-003248		05/26/2021	1	Quin, May 21, 2021, \$200 Security Deposit Refund.	021-0000-373900	\$ 200.00
[VENDOR] 14363 : BLACK AND WHITE MUSIC SERVICES, INC.	45	I21-003554	21-000284	06/15/2021	1	Instructor fees for guitar lessons - February	283-4002-490200	\$ 264.00
	46	I21-003555	21-000284	06/15/2021	1	Instructor fees for guitar lessons - March	283-4002-490200	\$ 220.00
[VENDOR] 7841 : BLACK DIRT, INC.	237	121-003539	21-000229	06/15/2021	1	Dirt for Parks restorations	010-1700-463300	\$ 1,185.00

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[VENDOR] 5601 : BROIDA AND NICHELE, LTD	293	I21-003371	21-001084	06/08/2021	1	Legal Services for Board of Fire and Police Commission, Invoice #293	010-8000-432100	\$ 460.00
[VENDOR] 14449 : BUSH	05/22/21	121-003415	21-000156	06/10/2021	1	Contracted Piano Lessons - May	283-4002-490200	\$ 1,030.40
[VENDOR] 15265 : C&M AWARDS	102	121-003206	21-000989	05/25/2021	1	Book Clock, Item #RWS35, Invoice #102	010-7002-460290	\$ 164.50
	102	I21-003206	21-000989	05/25/2021	2	Logo & Engraving	010-7002-460290	\$ 21.00
[VENDOR] 11177 : CALL ONE	404845	I21-003530		06/14/2021	1	4/15-5/14/21	010-1600-441440	\$ 6,683.42
[VENDOR] 6252 : CARDINAL SPECIALTIES, INC.	23877	I21-003535	21-001021	06/15/2021	1	Purchase of Village Logowear for Village Manager's Office.	010-1100-460190	\$ 299.00
	23877	I21-003535	21-001021	06/15/2021	2	Purchase of Village Logowear for Engineering Programs & Services staff members.	010-2004-460190	\$ 264.50
	23877	I21-003535	21-001021	06/15/2021	3	Purchase of Village Logowear for newly elected officials	010-1500-460190	\$ 831.50
	23877	I21-003535	21-001021	06/15/2021	4	Shipping	010-1100-460190	\$ 55.00
[VENDOR] 3333333.3094 : CARL & BARBARA SMITH	05252021	I21-003174		05/25/2021	1	8329 Legend Ln - Mailbox Reimbursement	010-5002-461990	\$ 127.97
[VENDOR] 2830 : CDW GOVERNMENT LLC	D445287	I21-003386	21-001046	06/08/2021	1	Applecare Maintenance for IPAD & IPAD Mini, Item #5034810, Invoice #D445287	010-7002-460120	\$ 1,488.75
[VENDOR] 3313 : CHICAGO SOUTHLAND CONVENTION & VISITORS BUREAU	5089	I21-003565	21-001158	06/16/2021	1	Chicago Southland Membership Dues - \$500, 1 year Membership, 4/01/2021 - 03/31/2021	021-1800-429200	\$ 500.00
[VENDOR] 4679 : CHRISTOPHER B. BURKE ENGINEERING, LTD.	166086	I21-003115	19-000647	05/24/2021	1	Engineering and Permitting for Municipal Basin Hydraulic Analysis - 3/28-4/24/21	031-6007-470500	\$ 1,582.50
	166080	I21-003375		06/08/2021	1	R51D - Rizza Lincoln - 3/28-4/24/21	010-0000-110903	\$ 492.25
	166081	121-003376		06/08/2021	1	W0001 - T-Mobile-15600 88th Avenue - 3/28-4/24/21	010-0000-110903	\$ 2,080.50
	166082	121-003377		06/08/2021	1	W0002 - T-Mobile/Sprint-13505 Cherry Lane (T7) - 3/28-4/24/21	010-0000-110903	\$ 2,564.00
	166083	I21-003378		06/08/2021	1	W0003 - Verizon-14600 Ravinia Avenue - 3/28-4/24/21	010-0000-110903	\$ 2,060.75
	166084	I21-003379		06/08/2021	1	W0004 - Verizon-15501 Park Station Blvd (T8) - 3/28-4/24/21	010-0000-110903	\$ 1,691.25
	166286	I21-003519	21-000850	06/11/2021	1	143rd Street project investigations into compensatory storage sites - 3/28-4/24/21	010-2004-432800	\$ 1,862.99
	165478	I21-003533	21-000850	06/15/2021	1	143rd Street project investigations into compensatory storage sites - 3/7-3/27/21	010-2004-432800	\$ 3,237.09
[VENDOR] 14628 : CINTAS CORPORATION NO. 2	5062879757	I21-003495	21-000128	06/11/2021	1	Alcohol swabs/Antibiotic ointment/Eye drops/Acetaminophen/Ibuprofen/Antacids/Ba ndage/ Svc charge - PW	010-1700-442990	\$ 69.47
	5062879786	I21-003496	21-000128	06/11/2021	1	Bandages/Antibiotic ointment/Eye drops/Svc charge - Splx	010-1700-442990	\$ 44.65
	5062879721	I21-003497	21-000128	06/11/2021	1	Bandages/Antibiotic ointment/Ibuprofen/Cold Relief/Antacids/Eye drops/Svc charge - Museum	010-1700-442990	\$ 61.56
	5062879799	I21-003498	21-000128	06/11/2021	1	Bandages/Allergy relief tabs/Eye drops/Antibiotic ointment/Burn care/Sinus relief pills/Antacids/Svc charge - CPAC	010-1700-442990	\$ 129.13
	5062879722	I21-003499	21-000128	06/11/2021	1	Bandages/Ibuprofen/Eye drops/Svc charge - Rec Admin	010-1700-442990	\$ 32.19

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	5062879775	121-003500	21-000128	06/11/2021	1	Bandages/Antiseptic/Burn care/Pain Away/Eye drops/Svc charge - CAC	010-1700-442990	\$ 39.73
	5062879747	I21-003501	21-000128	06/11/2021	1	Bandages/Antibiotic ointment/Eye wash/Pain Away/Antacids/Eye drops/Svc charge - Parks Admin & garage	010-1700-442990	\$ 53.64
	5062879744	I21-003502	21-000128	06/11/2021	1	Bandages/Antiseptic/Burn care/Svc charge - FLC	010-1700-442990	\$ 26.76
	5062879723	I21-003503	21-000128	06/11/2021	1	Bandages/Burn care/Acetaminophen/Ibuprofen/Cold relief/Antacids - Civic Center	010-1700-442990	\$ 56.57
	5062879702	121-003504	21-000128	06/11/2021	1	Bandages/Antibiotic ointment/Pain Away/Antacids/Eye drops/Burn care/Acetaminophen/Eye wash/Svc charge - VH	010-1700-442990	\$ 83.94
[VENDOR] 11928 : CLARKE AQUATIC SERVICES, INC.	9286	121-003518	21-000171	06/11/2021	1	2021 Aquatic Weed & Algae Control for Village Owned ponds - 2nd treatment - 4/29/21	031-6007-442210	\$ 2,146.61
[VENDOR] 8226 : CLOWNING AROUND ENTERTAINMENT, INC.	38315	I21-003561	21-001113	06/16/2021	1	Kids activities for Kids' Zone at the Taste of Orland Park - June 12 and 13, 2021 - Deposit	010-9400-442450	\$ 2,997.50
[VENDOR] 9754 : CONCENTRIC INTEGRATION, LLC	05/25/21	121-003227	20-001648	05/26/2021	1	Pay retainage	031-0000-205000	\$ 35,348.73
[VENDOR] 10428 : CONSTELLATION NEW ENERGY, INC.	0288057045	121-003520		06/11/2021	1	3/26-4/26/21	031-6002-441300	\$ 495.20
	0408105037	121-003521		06/11/2021	1	3/19-4/19/21	031-6002-441300	\$ 9,022.33
	0732010007	121-003522		06/11/2021	1	3/25-4/23/21	010-5002-441300	\$ 37.20
	0763098102	121-003523		06/11/2021	1	3/25-4/23/21	010-5002-441300	\$ 39.58
	0858025028	121-003524		06/11/2021	1	3/26-4/26/21	283-4007-441300	\$ 11,595.42
	0959362004	121-003525		06/11/2021	1	3/17-4/15/21	283-4003-441300	\$ 3,812.72
	1010090017	121-003526		06/11/2021	1	3/30-4/28/21	010-5002-441300	\$ 3,686.40
	1226049002	121-003527		06/11/2021	1	3/16-4/14/21	021-1800-441300	\$ 1,314.41
	1227505009	121-003528		06/11/2021	1	3/25-4/23/21	283-4003-441300	\$ 1,657.42
	3998012019	121-003529		06/11/2021	1	3/29-4/27/21	031-6002-441300	\$ 1,228.52
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[VENDOR] 15521 : CROSSMARK PRINTING, INC.	82662	121-003384	21-001048	06/08/2021	1	OPPD Mental Health Flyers, Invoice #82662	010-7002-460300	\$ 862.20
	82679	121-003541	21-001044	06/15/2021	1	Banner to promote facility rentals.	283-4001-460140	\$ 57.00
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[VENDOR] 3333333.3098 : DEIDRA SMITH	05262021	I21-003250		05/26/2021	1	Smith, May 22, 2021, \$200 Security Deposit Refund	021-0000-373900	\$ 200.00
[VENDOR] 15546 : DI ANGI	20210615	I21-003553		06/15/2021	1	June 2021 HMO reimbursement	010-7002-420400	\$ 678.23
[VENDOR] 14646 : DIEHL	05/24/21	I21-003576	21-001145	06/16/2021	1	Market at the Park band - Andrew Diehl & The Nightmen - June 24	010-9450-442450	\$ 850.00
[VENDOR] 12464 : DRIVEN FENCE, INC.	21-1671	121-003532	21-001104	06/14/2021	1	CPW Concert Series fencing - 6/26/21 event	010-9450-444500	\$ 5,640.00
[VENDOR] 1265 : EWERT, INC.	218387	I21-003361	21-000037	06/08/2021	1	Miscellaneous building supplies - Electric strike	010-1700-461300	\$ 515.00
	218442	121-003421	21-000037	06/10/2021	1	7 padlocks	010-1700-461300	\$ 66.50
	218374	121-003424	21-000037	06/10/2021	1	Miscellaneous building supplies for CPAC -	283-4005-461300	\$ 249.50
	218421	I21-003538	21-000037	06/15/2021	1	Lockset Blank keys/Rekeying charge	010-1700-461300	\$ 184.50

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[VENDOR] 11832 : EYEMED VISION CARE	164770458	I21-003366	21-000521	06/08/2021	1	Monthly Vision Insurance Expense - Employee - May	092-0000-453300	\$ 2,579.91
	164770458	I21-003366	21-000521	06/08/2021	2	Monthly Vision Insurance Expense - Retiree & COBRA - May	060-0000-453300	\$ 681.40
	164810183	121-003575	21-000521	06/16/2021	1	Monthly Vision Insurance Expense - Employee - June	092-0000-453300	\$ 2,575.26
	164810183	121-003575	21-000521	06/16/2021	2	Monthly Vision Insurance Expense - Retiree & COBRA - June	060-0000-453300	\$ 666.93
[VENDOR] 1274 : FEDEX	7-376-18536	121-003148		05/25/2021	1	5/14/21 shipping - HR	010-1100-441600	\$ 21.46
	7-376-18536	I21-003148		05/25/2021	2	5/11/21 shipping - DS	010-2003-441600	\$ 49.52
[VENDOR] 5176 : FERGUSON ENTERPRISES	6095233	121-003360	21-000039	06/08/2021	1	Sensor board - CPAC	283-4005-461650	\$ 304.60
	6119774	I21-003537	21-000039	06/15/2021	1	Plumbing supplies - Copper tubing/Adapters/Couplers	010-1700-461300	\$ 470.59
[VENDOR] 15102 : FIRST IMPRESSIONS	05/26/21	I21-003402	21-001072	06/09/2021	1	Fee for presenter for the WWI nurse program at the museum - 6/19/21	028-0000-490200	\$ 280.00
[VENDOR] 15237 : FUN TIMES	03/25/21	I21-003359	21-000739	06/08/2021	1	Independence Day Celebration band, Mellencougar	010-9450-442450	\$ 2,300.00
[VENDOR] 1100 : G.W. BERKHEIMER CO., INC.	858265	I21-003416	21-000040	06/10/2021	1	Hot water heater - Credit for overpayment on inv. 809153 applied	010-1700-461300	\$ 413.19
[VENDOR] 1307 : GASVODA & ASSOCIATES, INC.	INV2100922	I21-003381	21-000984	06/08/2021	1	(Teebrook Pump #1) Pump & Motor Service	031-6003-443200	\$ 201.00
[VENDOR] 14652 : GBJ SALES, LLC	3494	121-003364	21-000943	06/08/2021	1	Go Tar - Tar & asphalt remover/Shipping	010-5002-461990	\$ 393.00
	3581	121-003365	21-000438	06/08/2021	1	Grip latex gloves	010-5002-464700	\$ 560.00
	3581	I21-003365	21-000438	06/08/2021	2	Anti-foaming solution for liquid tanks for snow fighting activities	010-5002-461990	\$ 192.00
	3581	I21-003365	21-000438	06/08/2021	3	Shipping cost for anti-foaming solution for liquid tanks for snow fighting activities	010-5002-461990	\$ 12.60
	3581	I21-003365	21-000438	06/08/2021	4	Shipping cost for Grip latex gloves	010-5002-464700	\$ 12.60
[VENDOR] 12500 : GEWALT HAMILTON ASSOCIATES, INC.	5808.007-1	I21-003217	21-000715	05/26/2021	1	Geographic Information Systems build, implementation and ongoing support - 3/29-4/30/21	010-2003-432800	\$ 16,460.30
[VENDOR] 15405 : GIBBONS	06/15/21	I21-003563	21-001156	06/16/2021	1	Presenter fee for the Spanish Flu program at museum June 25, 2021	028-0000-490200	\$ 286.50
[VENDOR] 15027 : GOVTEMPS USA, LLC	3734201	I21-003506	21-000184	06/11/2021	1	Interim Assistant Director of Development Services staffing - 2 weeks ending 5/16/21	010-2003-432800	\$ 3,081.40
	3734202	I21-003507	21-000605	06/11/2021	1	Interim Assistant Recreation Director, 2 weeks ending 5/16/21	283-4001-432800	\$ 5,229.70
[VENDOR] 1323 : GRAINGER, INC.	9908712426	121-003536	21-000045	06/15/2021	1	2 toggle switches	010-1700-461200	\$ 36.02
	9909298359	121-003558	21-000045	06/16/2021	1	7 hard hats for facilities staff	010-1700-464700	\$ 310.87
[VENDOR] 1329 : GRAYBAR ELECTRIC CO., INC.	9321435056	I21-003188	21-000643	05/25/2021	1	5 GE light fixtures (Damage to village property-claims)	092-0000-452210	\$ 2,309.80

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[VENDOR] 2314 : HALL SIGNS, INC.	373747	121-003390	21-000055	06/09/2021	1	Sign brackets	010-5002-461500	\$ 681.13
[VENDOR] 14934 : HARAF	03/10/21	I21-003335	21-000707	06/17/2021	1	Centennial Park West, June 26,2021 Opening Band	010-9450-442450	\$ 1,500.00
[VENDOR] 13274 : HEWLETT-PACKARD FINANCIAL SERVICES CO.	304264285	121-003556	21-000071	06/15/2021	1	MFP Lease Agreement - 6/27-7/26/21	010-1600-465500	\$ 117.39
	304264286	121-003557	21-000071	06/15/2021	1	MFP Lease Agreement - 6/23-7/22/21	010-1600-465500	\$ 245.50
[VENDOR] 14513 : HEY AND ASSOCIATES, INC.	17-0346-13229	I21-003203	21-000623	05/25/2021	1	Plan review and landscape architecture services - April	010-2003-432800	\$ 4,827.50
	19-0240-13231	I21-003213	21-000363	05/26/2021	1	Humphrey Woods Restoration - Master Plan-Task 1. Project Initiation - April	010-1700-432800	\$ 1,960.00
	19-0240-13231	I21-003213	21-000363	05/26/2021	2	Humphrey Woods Restoration - Master Plan-Task 2. Restoration Plan - April	010-1700-432800	\$ 1,108.95
	19-0240-13231	I21-003214	21-000095	05/26/2021	1	2021 Stellwagen Farm Prairie Inspections - Site Visits and Village Coordination - April	010-1700-432800	\$ 330.00
[VENDOR] 12052 : HIRERIGHT, LLC	G3219107	I21-003429	21-000067	06/10/2021	1	Financial Background Checks - May	010-7002-442850	\$ 10.29
[VENDOR] 11936 : HOMER TREE CARE, INC.	44439	I21-003389	21-000833	06/09/2021	1	Tree removal - 14700 S. 94th Ave	010-1700-443500	\$ 1,650.00
[VENDOR] 4199: HORIZONS FOR THE BLIND, INC.	26946	121-003399	21-001065	06/09/2021	1	Bi-monthly braille printing of water bill for account 147420 - April	031-1400-460140	\$ 31.20
	26955	121-003400	21-001065	06/09/2021	1	Bi-monthly braille printing of water bill for account 147420 - February	031-1400-460140	\$ 31.20
[VENDOR] 9011 : HORTON INSURANCE AGENCY, INC.	77406	121-003232	21-000290	05/26/2021	1	Virgin Pulse Quarterly Participation - Qtr 2/March rewards	092-0000-453700	\$ 8,146.80
	78488	121-003372	21-000290	06/08/2021	1	Virgin Pulse 2021 - April rewards earned	092-0000-453700	\$ 3,475.00
[VENDOR] 9692 : HR GREEN, INC.	143565	121-003297	20-001816	05/27/2021	1	Phase two design engineering- 94th Avenue (151st Street to 159th Street) - 3/20-4/16/21	054-0000-471250	\$ 2,808.57
[VENDOR] 8393 : ILLINOIS AMERICAN WATER	1025-220035229007	121-003417		06/10/2021	1	Orland Ridge development water usage - 4/24-5/25/21	031-1400-441400	\$ 3,854.80
[VENDOR] 1395 : ILLINOIS STATE POLICE	04/30/21	121-003374	21-000423	06/08/2021	1	Criminal Conviction Verifications - April	010-1101-429520	\$ 80.00
[VENDOR] 11209: INFOSEND, INC	190155	121-003259		05/26/2021	1	Postage for April water bills	031-1400-441600	\$ 4,757.38
	191722	I21-003418		06/10/2021	1	Postage for 5/20/21 water bills	031-1400-441600	\$ 3,904.77
[VENDOR] 15192 : INSIGHT PUBLIC SECTOR	1100825729	I21-003329	21-000339	05/28/2021	1	Network Communication Infrastructure Maintenance - 1/25/21-1/25/22	054-0000-470410	\$ 54,444.96
	1100825729	121-003329	21-000339	05/28/2021	2	Network Communication Infrastructure Maintenance - 1/25/22-1/25/23	010-0000-150000	\$ 54,444.95
	1100825729	I21-003329	21-000339	05/28/2021	3	Network Communication Infrastructure Maintenance - 1/25/23-1/25/24	010-0000-150000	\$ 54,444.95
	1100835606	121-003330	21-000338	06/17/2021	1	HPe Server and Nimble Storage HCI	054-0000-470410	\$ 170,662.70
	1100836074	I21-003331	21-000338	06/17/2021	1	HPe Server and Nimble Storage HCI	054-0000-470410	\$ 123,519.12
	1100837158	I21-003332	21-000967	06/17/2021	1	Adobe Acrobat Pro DC for teams. Coverage Dates: 28-MAY-2021 - 31-DECEMBER-2021 OMNIA PARTNERS IT PRODUCTS &	010-1600-465200	\$ 4,373.60

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount	Ρ
						SERVICES(# 4400006644) LICENSE :95651A48B69E967015FA			
	1100837158	I21-003332	21-000967	06/17/2021	2	Adobe Creative Cloud for teams. Coverage Dates: 28-MAY-2021 - 31-DECEMBER-2021 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) LICENSE :95651A48B69E967015FA	010-1600-465200	\$ 6,741.70	
	1100837158	I21-003332	21-000967	06/17/2021	3	Adobe InDesign CC for teams. Coverage Dates:28-MAY-2021 - 31-DECEMBER-2021 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) LICENSE :95651A48B69E967015FA	010-1600-465200	\$ 238.70	
	1100837158	I21-003332	21-000967	06/17/2021	4	Adobe Photoshop CC for teams. Coverage Dates:28-MAY-2021 - 31-DECEMBER-2021 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) LICENSE :95651A48B69E967015FA	010-1600-465200	\$ 238.70	
	1100837158	I21-003332	21-000967	06/17/2021	5	Adobe Licensing Subscription Renewal 1/1-4/27/22	010-0000-150000	\$ 6,624.34	
[VENDOR] 3333333.2943 : JAKE POOR	06172020	120-003377		05/24/2021	1	Poor September 6th, 2020, \$500 refund due to the corona virus	021-0000-373900	\$ 500.00	
[VENDOR] 7536 : JMD SOX OUTLET, INC.	377615	I21-003392	21-000442	06/09/2021	1	Uniforms/Boots - Norkus	010-5002-460190	\$ 345.91	
[VENDOR] 3333333.3115 : JOANNE DALMARES	05182021	I21-002987		05/18/2021	1	13544 Tallgrass Trail - Mailbox reimbursement	010-5002-461990	\$ 127.97	
[VENDOR] 1595 : JOE RIZZA FORD OF ORLAND PARK	646234	121-003409	21-000173	06/10/2021	1	Oil change	010-5006-442500	\$ 47.56	
	646319	121-003410	21-000173	06/10/2021	1	Oil change	010-5006-442500	\$ 47.56	
	646616	121-003411	21-000173	06/10/2021	1	Oil change	010-5006-442500	\$ 47.56	
	646612	121-003412	21-000173	06/10/2021	1	Oil change	010-5006-442500	\$ 50.70	
	647060	121-003413	21-000173	06/10/2021	1	Oil change/Trans fluid	010-5006-442500	\$ 159.52	
	647091	121-003414	21-000173	06/10/2021	1	Oil change	010-5006-442500	\$ 47.56	
	646687	I21-003511	21-000173	06/11/2021	1	Oil change	010-5006-442500	\$ 47.56	
	646732	121-003512	21-000173	06/11/2021	1	Oil change	010-5006-442500	\$ 47.56	
	646772	I21-003513	21-000173	06/11/2021	1	Oil change	010-5006-442500	\$ 97.53	
	646817	I21-003514	21-000173	06/11/2021	1	Flat repair	010-5006-442500	\$ 31.96	
[VENDOR] 1463 : KLEIN, THORPE AND JENKINS LTD.	04/30/21	121-003246	21-000576	05/26/2021	1	General Legal Services - April	010-1100-432100	\$ 59,423.80	
	04/30/21	121-003246	21-000576	05/26/2021	2	Main Street Triangle Legal Services - April	282-0000-432100	\$ 5,670.90	
	04/30/21	I21-003246	21-000576	05/26/2021	3	Development Legal Fees (Build to Developers) - April	010-0000-110000	\$ 3,021.63	
	04/30/21	I21-003246	21-000576	05/26/2021	4	Legal Services - Breckenridge - April	010-0000-229160	\$ 1,490.50	
[VENDOR] 13216 : LEXISNEXIS	3093275420	I21-003428	21-000065	06/10/2021	1	Subscription/Publications - Online Legal Updates and Opinions Subscription - May	010-7002-442850	\$ 72.00	
[VENDOR] 12124 : LOCAL 399 HEALTH & WELFARE TRUST	654496	I21-003508	21-000200	06/11/2021	1	Monthly H&W Plan Administrative Fees - June	092-0000-453800	\$ 28,776.00	
[VENDOR] 15197 : LT CONTRACTUAL RISK SOLUTIONS, INC,	05/19/21	I21-003391	21-000449	06/09/2021	1	Risk Management & Loss Control - April	092-0000-432800	\$ 3,906.25	
[VENDOR] 12288 : MACCARB, INC.	INV032283	121-003509	21-000155	06/11/2021	1	CO2 for CPAC water treatment	283-4005-462500	\$ 300.86	

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 15278 : NAPA AUTO PARTS	1324	121-003432	21-000168	06/10/2021	1	Snow fighting parts - Deicing sys. pump	010-5006-461720	\$ 357.55
	1325	121-003433	21-000168	06/10/2021	1	Snow fighting part - Elbow	010-5006-461720	\$ 2.04
	1326	121-003434	21-000168	06/10/2021	1	Credit for equipment air filter return. Original inv. 1316	010-5006-461700	\$ -12.85
	1329	I21-003435	21-000168	06/10/2021	1	Oil	010-5006-462200	\$ 5.68
	1334	I21-003436	21-000168	06/10/2021	1	Trailer plug/Lumber for trailer repair	010-5006-461700	\$ 21.36
	1335	I21-003437	21-000168	06/10/2021	1	4 screws	010-5006-461990	\$ 2.56
	1337	I21-003438	21-000168	06/10/2021	1	Equipment battery	010-5006-461700	\$ 91.33
	1338	I21-003439	21-000168	06/10/2021	1	Brake cleaner	010-5006-461990	\$ 2.82
	1327	I21-003440	21-000145	06/10/2021	1	AA batteries	010-5002-461990	\$ 7.80
	1330	I21-003441	21-000145	06/10/2021	1	Penetrant	010-5002-461990	\$ 10.42
	1336	121-003442	21-000318	06/10/2021	1	Other Supplies - Duct tape	031-6002-460290	\$ 6.49
	1339	121-003443	21-000168	06/10/2021	1	Wiper blades	010-5006-461800	\$ 20.34
	1340	121-003444	21-000168	06/10/2021	1	2 equipment tires	010-5006-461890	\$ 200.10
	1341	121-003445	21-000168	06/10/2021	1	Equipment door seal/Moulding	010-5006-461700	\$ 118.04
	1342	121-003446	21-000168	06/10/2021	1	Equipment tire	010-5006-461890	\$ 84.92
	1343	121-003447	21-000168	06/10/2021	1	Trailer wire	010-5006-461700	\$ 68.50
	1343	121-003447	21-000168	06/10/2021	2	Other supplies - 2 spray nozzles	010-5006-461990	\$ 21.70
	1345	I21-003448	21-000168	06/10/2021	1	Credit for 2 spray nozzle returns. Original inv. 1345	010-5006-461990	\$ -21.70
	1346	I21-003449	21-000168	06/10/2021	1	Other supplies - 2 spray nozzles	010-5006-461990	\$ 19.52
	1347	I21-003450	21-000168	06/10/2021	1	Equipment parts - Battery hold down/Belt	010-5006-461700	\$ 152.07
	1348	I21-003451	21-000145	06/10/2021	1	Lubricant	010-5002-461990	\$ 3.22
	1349	I21-003468	21-000145	06/10/2021	1	5 pairs of gloves - Pankonin	010-5002-460190	\$ 18.35
	1350	I21-003469	21-000168	06/10/2021	1	Diesel exhaust fluid	010-5006-462200	\$ 10.74
	1351	I21-003470	21-000270	06/10/2021	1	Chemical resistant gloves - Kowalski	031-6002-464700	\$ 7.99
	1352	I21-003471	21-000145	06/10/2021	1	AA batteries	010-5002-461990	\$ 2.40
	1353	121-003472	21-000168	06/10/2021	1	3 equipment hoses	010-5006-461700	\$ 187.63
	1354	I21-003473	21-000168	06/10/2021	1	Credit for wiper blade returns. Original inv. 1339	010-5006-461800	\$ -20.34
	1355	121-003474	21-000168	06/10/2021	1	2 wiper blades	010-5006-461800	\$ 20.34
	1357	121-003476	21-000168	06/10/2021	1	Seat cover	010-5006-461990	\$ 45.02
	1359	121-003477	21-000168	06/10/2021	1	Grinding wheel	010-5006-460170	\$ 1.53
	1361	121-003478	21-000168	06/10/2021	1	Bench grinder eye shield	010-5006-464700	\$ 45.40
	1362	121-003479	21-000145	06/10/2021	1	Non-slip tape	010-5002-461990	\$ 15.10
	1363	I21-003480	21-000145	06/10/2021	1	Non-slip tape	010-5002-461990	\$ 21.14
	1364	I21-003481	21-000145	06/10/2021	1	AAA batteries	010-5002-461990	\$ 3.28
	1365	I21-003482	21-000270	06/10/2021	1	Safety glasses - Noto	031-6002-464700	\$ 2.64
	1366	I21-003483	21-000168	06/10/2021	1	Battery	010-5006-461800	\$ 99.01
	1367	I21-003484	21-000168	06/10/2021	1	Battery insulator	010-5006-461800	\$ 19.05
	1368	I21-003485	21-000168	06/11/2021	1	Tubing	010-5006-461800	\$ 6.78
	1370	121-003486	21-000168	06/11/2021	1	Trailer plug/Lumber for trailer repair	010-5006-461700	\$ 67.06
	1371	121-003487	21-000182	06/11/2021	1	Demo. gloves - Gabriel	010-1700-460290	\$ 16.27
	1372	I21-003488	21-000168	06/11/2021	1	Oil dry	010-5006-461990	\$ 20.41
	1373	121-003489	21-000168	06/11/2021	1	Screws	010-5006-461990	\$ 8.96
	1374	121-003490	21-000168	06/11/2021	1	Battery	010-5006-461800	\$ 93.26
	1375	121-003491	21-000168	06/11/2021	1	Braided air hose	010-5006-461800	\$ 116.65
	1376	121-003492	21-000168	06/11/2021	1	Truck bed liner	010-5006-461800	\$ 272.99

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	1377	121-003494	21-000168	06/11/2021	1	Equipment part - Axle shaft assy	010-5006-461700	\$ 325.44
[VENDOR] 5644 : NEW LIFE SCREEN PRINTING & EMBROIDERY	26892	121-003393	21-000078	06/09/2021	1	Uniform embroidery for Utilities staff - Counts/Noto/Svencner/Vestal/Rishel	031-6001-460190	\$ 322.00
	26892	I21-003393	21-000078	06/09/2021	2	Uniform embroidery for Transportation staff - Giancarlo	010-5003-460190	\$ 61.50
[VENDOR] 10592 : NEXT DAY PLUS	5206105	121-003517	21-000973	06/11/2021	1	Cyan Toner #CF411X	283-4005-460100	\$ 167.99
	5206105	121-003517	21-000973	06/11/2021	2	Yellow Toner #CF412X	283-4005-460100	\$ 167.99
	5206105	121-003517	21-000973	06/11/2021	3	Magenta Toner #CF413X	283-4005-460100	\$ 167.99
	5205570	I21-003548	21-001057	06/15/2021	1	HP Color LJ CM4540/ CP4025/ CP4525/ M651/ M680 Series Transfer Kit, Item #CE249A, Invoice #5205570	010-7002-460100	\$ 295.99
[VENDOR] 1604 : NUTOYS LEISURE PRODUCTS	51500	I21-003425	21-000884	06/10/2021	1	Replacement Swing Chains for Parks 3/16" ProGuard Finished Swing Chain, Per Foot* Item: 173877	010-1700-461700	\$ 2,075.00
	51500	121-003425	21-000884	06/10/2021	2	Special Discount	010-1700-461700	\$ -104.00
	51500	121-003425	21-000884	06/10/2021	3	Shipping Cost	010-1700-461700	\$ 260.00
[VENDOR] 15561 : OHERN TRAFFIC ACCIDENT CONSULTANTS, INC.	2021	I21-003385	21-001056	06/08/2021	1	Total Station Training - Officer B. Eppolito, 05/26/21-05/27/21, Invoice # 2021 T.S. Training	010-7002-429100	\$ 180.00
[VENDOR] 13306 : ONSOLVE INTERMEDIATE HOLDING COMPANY	15172619	121-003397	21-001062	06/09/2021	1	OnSolve Code Red Annual Licensing Subscription, 6/1/21 - 5/31/22, Invoice #15172619	010-7009-442620	\$ 23,100.00
[VENDOR] 6703 : OZINGA READY MIX CONCRETE, INC	AR!00013035	121-003427	21-000161	06/10/2021	1	Concrete	010-5002-462900	\$ 603.81
[VENDOR] 13569 : P.T. FERRO CONSTRUCTION CO., INC.	3	I21-003339	20-001951	05/28/2021	1	Fernway Subdivision Roadway Improvements - 3/30-5/5/21	054-0000-471250	\$ 390,938.60
	3	I21-003339	20-001951	05/28/2021	2	Fernway Subdivision Stormwater Improvements - 3/30-5/5/21	031-6007-470500	\$ 186,923.87
	3	I21-003339	20-001951	05/28/2021	3	Fernway Subdivision Pedestrian Path Resurfacing - 3/30-5/5/21	054-0000-443630	\$ 20,000.00
	01/14/21	I21-003404	21-001060	06/09/2021	1	151st and West, Additional Cost to expedite project, to open 151st.	054-0000-471250	\$ 60,752.52
[VENDOR] 14836 : PACE SUBURBAN BUS	591376	121-003426	21-000113	06/10/2021	1	Monthly service fee - June	010-5003-444500	\$ 100.00
[VENDOR] 9302 : POMP'S TIRE	690093231	121-003355	21-000278	06/08/2021	1	4 tires	010-5006-461890	\$ 1,734.00
	690093231	121-003355	21-000278	06/08/2021	2	OTR equipment flat repair	010-5006-443200	\$ 1,160.00
	690093348	121-003356	21-000278	06/08/2021	1	Remove truck tires	010-5006-443400	\$ 120.00
	690093908	121-003357	21-000278	06/08/2021	1	Tire disposal fee	010-5006-461890	\$ 80.00
	410846543	121-003358	21-000278	06/08/2021	1	2 tires	010-5006-461890	\$ 140.00
[VENDOR] 13649 : POSGUYS.COM	PG452048	121-003299	21-000810	05/27/2021	1	Cashier thermal printer receipt paper 3.125" x 220ft Case of 50 Rolls XWP-T220	010-1400-460100	\$ 105.00
[VENDOR] 1593 : QUADIENT, INC.	06/04/21	121-003367		06/04/2021	1	Postage	010-0000-150110	\$ 4,000.00
[VENDOR] 12815 : RR LANDSCAPE SUPPLY	121916	I21-003430	21-000142	06/10/2021	1	Landscape restoration supplies	010-5002-463300	\$ 177.50

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 9999999.387 : SHAWN CROT	05242021	121-003099		05/24/2021	1	Refund credit balance final bill	031-0000-229100	\$ 1.13
[VENDOR] 14527 : SITEONE LANDSCAPE SUPPLY, LLC	108801988-001	I21-003549	21-001045	06/15/2021	1	Per invoice # 108801988-001, materials for irrigation repair of village facilities.	010-5002-461990	\$ 862.85
[VENDOR] 15176 : SOUND OF TITANS INC	70639	I21-003551	21-001099	06/15/2021	1	Centennial Park West Concert Series- FILTER, Artist balance	010-9450-442450	\$ 7,500.00
[VENDOR] 15143 : SS TOURING, LLC	70638	I21-003423	21-001069	06/10/2021	1	Centennial Park West Concert Series- Scott Stapp, Artist balance	010-9450-442450	\$ 20,000.00
[VENDOR] 9999999.388 : STEVE WISKUP	05242021	I21-003102		05/24/2021	1	Refund Credit balance - final bill	031-0000-229100	\$ 15.20
[VENDOR] 12724 : STRAND ASSOCIATES, INC.	0170717	I21-003398	21-001029	06/09/2021	1	ADA Transition Plan Self-Assessment through 3/31/21	054-0000-471250	\$ 7,925.72
	0171263	I21-003534	21-001029	06/15/2021	1	ADA Transition Plan Self-Assessment - 4/1-4/30/21	054-0000-471250	\$ 1,118.29
[VENDOR] 7112 : SUBURBAN LABORATORIES, INC.	183454	I21-003340	21-000117	05/28/2021	1	Stage 2 DBPR Disinfectant Byproducts water sampling	031-6002-442990	\$ 1,240.00
[VENDOR] 14068 : THE COP FIRE SHOP	202875	121-003505	21-000946	06/11/2021	1	Elbeco navy pants. Item number O/S39314LC	010-7002-460190	\$ 129.00
	202875	I21-003505	21-000946	06/11/2021	2	Name strip with velcro for vest to read A. Laphen	010-7002-460190	\$ 10.50
[VENDOR] 9646 : THOMSON REUTERS - WEST	844469598	I21-003422	21-000066	06/10/2021	1	Background Checks - May	010-7002-442850	\$ 370.94
[VENDOR] 15198 : TITAN SAFETY MANAGEMENT, INC.	1810	I21-003298	20-000912	05/27/2021	1	Risk Management & Loss Control Consulting - April	092-0000-432800	\$ 2,285.40
[VENDOR] 15399 : TRUPP HR, INC	7116	I21-003516	21-000201	06/11/2021	1	Monthly Base Fee- June Dado/Devries/Arnold	010-1100-432800	\$ 1,080.00
[VENDOR] 1884 : VILLAGE OF OAK LAWN	7484	121-003247	21-001023	05/26/2021	1	Oak Lawn Bond Payments - IEPA Reich Loan Principal	031-1400-480350	\$ 170,387.28
	7484	121-003247	21-001023	05/26/2021	2	Oak Lawn Bond Payments - IEPA Reich Loan Interest	031-1400-480350	\$ 68,392.85
	1-9990011-00	121-003369		06/08/2021	1	May Water Usage	031-1400-441400	\$ 767,629.98
	7492	I21-003550	21-001061	06/15/2021	1	Oak Lawn Bond Payment - IEPA Transmission Principal Payment	031-1400-480350	\$ 148,319.58
	7492	I21-003550	21-001061	06/15/2021	2	Oak Lawn Bond Payment - IEPA Transmission Interest Payment	031-1400-480350	\$ 52,324.40
[VENDOR] 9177 : VISUCOM GRAPHICS, INC.	6113924	121-003261	21-000922	05/26/2021	1	Printing 4x5 thank you veterans cards	010-8100-460140	\$ 543.33
[VENDOR] 13334 : WALKER WILCOX MATOUSEK LLC	177029	I21-003403	21-001088	06/09/2021	1	Professional Services for December 2020.	054-0000-484800	\$ 6,800.00
[VENDOR] 9664 : WAREHOUSE DIRECT	4956761-0	I21-003380	21-000912	06/08/2021	1	Twin Jumbo Bath Tissue Dispenser, 20 1/ 14x5 7/ 8x11 9/ 10, Blk/ Faux Stainless Steel, Item #SJMR4070BKSS	283-4003-461990	\$ 158.07
	4962855-0	I21-003394	21-000969	06/09/2021	1	Original Pads in Cape Town Colors, 3 x 3, 100- Sheet, 14/ Pack Item #MMM65414AN	010-1400-460100	\$ 22.10
	4962855-0	121-003394	21-000969	06/09/2021	2	Catalog Envelope, #10 1/2, Square Flap,	010-1400-460100	\$ 117.28

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Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						Gummed Closure, 9 x 12, Brown Kraft, 100/ Box Item #QUA41467		
	4962903-0	I21-003395	21-000971	06/09/2021	1	Dry Erase Magnetic Board (24 x 18) - #UNV-43732	283-4005-460100	\$ 43.99
	4962903-0	121-003395	21-000971	06/09/2021	2	Dry Erase Markers - #BICDECP-41ASST	283-4005-460100	\$ 4.72
	4962903-0	I21-003395	21-000971	06/09/2021	3	Dry Eraser - #SAN8473KF	283-4005-460100	\$ 5.25
	4962903-0	I21-003395	21-000971	06/09/2021	4	Heavy Duty Magnets - #UBRFM1605	283-4005-460100	\$ 4.10
	4962909-0	I21-003396	21-000972	06/09/2021	1	Sharpie Black Fine Tip Marker #SAN30001	283-4005-460100	\$ 16.92
	4962909-0	I21-003396	21-000972	06/09/2021	2	Sharpies, Asst Colors #SAN37175PP	283-4005-460100	\$ 37.92
	4962909-0	I21-003396	21-000972	06/09/2021	3	Expo Dry Erase Cleaner #SAN1752229	283-4005-460100	\$ 12.38
	4962909-0	121-003396	21-000972	06/09/2021	4	Dry Erase Eraser #SAN81505	283-4005-460100	\$ 4.10
	4962909-0	121-003396	21-000972	06/09/2021	5	Dry Erase Markers, Asst colors #SAN86603	283-4005-460100	\$ 41.98
	4962909-0	121-003396	21-000972	06/09/2021	6	Foam mounting tape #MMM314SMED	283-4005-460100	\$ 9.19
	4962909-0	121-003396	21-000972	06/09/2021	7	Avery Labels #AVE5160	283-4005-460100	\$ 26.10
	4962909-0	121-003396	21-000972	06/09/2021	8	Write & Erase Big Tab Dividers #AVE23079	283-4005-460100	\$ 4.18
	4962909-0	121-003396	21-000972	06/09/2021	9	Red Page Flags #MMM680RD12	283-4005-460100	\$ 25.79
	4962909-0	I21-003396	21-000972	06/09/2021	10	Blue File Folders, 1-Ply, Top Tab, 1/3 Cut, #WHD22043	283-4005-460100	\$ 17.11
	4956736-0	121-003408	21-000902	06/10/2021	1	All Purpose Copy Paper - #WHDSM11	283-4007-460100	\$ 194.76
	4958607-0	I21-003420	21-000236	06/10/2021	1	Dish soap - NRF	010-1700-460150	\$ 33.27
	4958607-0	I21-003420	21-000236	06/10/2021	2	Cleaning/janitorial supplies - 6 chemical resistant tank sprayers	010-1700-461100	\$ 359.94
[VENDOR] 3333333.3101 : WILLIAM JOHNSON	3333333	I16-018638		05/20/2021	1	2016 Farmers' Market Vendor Deposit Fee Refund for Theresa's Selection	010-0000-348410	\$ 50.00
[VENDOR] 15547 : WOOD	05/26/21	I21-003401	21-001068	06/09/2021	1	Fee for presenter for the Lincoln talk at the museum - 6/12/21	028-0000-490200	\$ 275.00
GRAND TOTAL (Excluding Retainage):								\$ 3,186,230.49
RETAINAGE WITHHELD FOR INVOICE	3	I21-003339	20-001951	05/28/2021				\$ -59,786.25
RETAINAGE TOTAL :								\$ -59,786.25
GRAND TOTAL (Including Retainage) :								\$ 3,126,444.24

Village of Orland Park Open Item Listing Run Date: 06/16/2021 User: bobrien

Status: POSTED Due Date: 05/31/2021
Bank Account: BMO Harris Bank - Depository-Depository
Invoice Type: Paid-In Advance Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13657 : BMO HARRIS BANK N.A.	1370453	121-002913		05/03/2021	1	LOC 362990100033 April principal payment	054-0000-480370	\$ 30,930.00
	1370453	121-002913		05/03/2021	2	LOC 362990100033 April interest payment	054-0000-480380	\$ 2,723.05
	1370451	121-002914		05/03/2021	1	LOC 362990100027 April Principal Payment	054-0000-480370	\$ 57,000.00
	1370451	121-002914		05/03/2021	2	LOC 362990100027 April Interest Payment	054-0000-480380	\$ 1,874.26
	1370452	121-002915		05/03/2021	1	LOC 362990100028 April principal payment	054-0000-480370	\$ 55,510.42
	1370452	121-002915		05/03/2021	2	LOC 362990100028 April interest payment	054-0000-480380	\$ 6,555.66

GRAND TOTAL: 154,593.39 \$

Village of Orland Park Open Item Listing Run Date: 06/11/2021 User: bobrien

Status: POSTED Due Date: 06/11/2021 Bank Account: BMO Harris Bank-Vendor Disbursement Invoice Type: Auto Pay, Payroll, Payroll-Auto Pay Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13657 : BMO HARRIS BANK N.A.	06/11/2021	121-003455		06/11/2021	1	FSA EE Contributions, 6.11.2021	010-0000-210107	\$ 1,731.18
[VENDOR] 13507 : EXPERT PAY	06/11/2021	121-003453		06/11/2021	1	Support Payments, 6.11.2021	010-0000-210110	\$ 8,715.23
[VENDOR] 8534 : FORT DEARBORN LIFE	06032021	121-003349		06/03/2021	1	VOP, 5.28.2021 for June, Premium Group #F005598 Acct# 1	092-0000-452800	\$ 503.04
	06032021	I21-003349		06/03/2021	1	VOP, 5.28.2021 for June, Premium Group #F005598 Acct# 1	092-0000-453500	\$ 5,955.11
[VENDOR] 3929 : ICMA RETIREMENT TRUST - 457	06/11/2021	I21-003458		06/11/2021	1	VOP, 6.11.2021, Plan # 301728	010-0000-210125	\$ 2,847.16
[VENDOR] 3925 : ILLINOIS DEPARTMENT OF REVENUE	06/11/2021	121-003456		06/11/2021	1	State Tax Withholdings, 6.11.2021, BWPR	010-0000-215101	\$ 51,916.98
[VENDOR] 1398 : ILLINOIS MUNICIPAL RETIREMENT FUND	06102021	121-003387		06/10/2021	1	IMRF 05/2021 Payment / Village and Library EE / ER Contributions	010-0000-130800	\$ 33,491.29
	06102021	121-003387		06/10/2021	1	IMRF 05/2021 Payment / Village and Library EE / ER Contributions	010-0000-210102	\$ 230,675.83
	06102021	I21-003387		06/10/2021	1	IMRF 05/2021 Payment / Village and Library EE / ER Contributions	010-0000-210124	\$ 31,043.90
[VENDOR] 9156 : MASS MUTUAL	06/11/2021	121-003466		06/11/2021	1	VOP, 6.11.2021, Plan # 110163	010-0000-210127	\$ 11,521.10
[VENDOR] 5974 : ORLAND PARK POLICE SUPERVISORS ASSOC.	06/11/2021	I21-003467		06/11/2021	1	Orland Park Police Association Dues, 6.11.2021	010-0000-210109	\$ 200.00
[VENDOR] 8489 : UNITED STATES TREASURY	06/11/2021	I21-003465		06/11/2021	1	Federal Tax Withholdings, 6.11.2021, BWPR	010-0000-215100	\$ 133,400.76
	06/11/2021	121-003465		06/11/2021	2	Social Security Tax Withholdings, 6.11.2021, BWPR	010-0000-215102	\$ 90,211.80
	06/11/2021	I21-003465		06/11/2021	3	Medicare Tax Withholdings, 6.11.2021, BWPR	010-0000-215103	\$ 33,756.88
[VENDOR] 3931 : USCM CLEARING ACCOUNT	06/11/2021	I21-003459		06/11/2021	1	VOP, 6.11.2021, Entity# 13359	010-0000-210126	\$ 8,220.12
GRAND TOTAL :								\$ 644,190.38

Village of Orland Park Open Item Listing Run Date: 06/11/2021 User: bobrien

Status: POSTED Due Date: 05/19/2021
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: PCard Statement Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13657 : BMO HARRIS BANK N.A.	04262021	I21-003341		05/19/2021	1	J Bodinet/Office Supplies for Development Services - PCard	010-2001-460100	\$ 154.34
	04262021	I21-003341		05/19/2021	2	J Bodinet/Office Supplies for Development Services - PCard	010-2001-460100	\$ 528.21
	04262021	I21-003341		05/19/2021	3	J Bodinet/ Monthly Subscription to Crain's Chicago - Alex Scharf - PCard	010-2003-429300	\$ 7.50
	04262021	I21-003341		05/19/2021	4	J Bodinet/Name Plates for Plan Commissioner and Staff - PCard	010-2001-460100	\$ 10.93
	04262021	121-003341		05/19/2021	5	J Bodinet/ SBOC 65th Annual Training 3/26/2021 Kevin Wagner add-on attendance - PCard	010-2002-429100	\$ 65.00
	04262021	121-003341		05/19/2021	6	J Bodinet/Other Supplies-Replace Broken Coffee Maker - PCard	010-2001-460180	\$ 73.95
	04262021	121-003341		05/19/2021	7	J Bodinet/Monthly Water Delivery for Development Services - PCard	010-2001-460150	\$ 88.88
	04262021	I21-003341		05/19/2021	8	Brooke Windle preschool program supplies for spring and end of year parties, and graduation supplies PCard	283-4002-490400	\$ 136.62
	04262021	121-003341		05/19/2021	9	Brooke Windle preschool program supply purchase for crafts PCard	283-4002-490400	\$ 6.00
	04262021	121-003341		05/19/2021	10	Brooke Windle Lakeshore Learning preschool teacher classroom program supplies PCard	283-4002-490400	\$ 49.95
	04262021	I21-003341		05/19/2021	11	Brooke Windle whole preschool field trip to Lake Katherine; reimbursed by parents PCard	283-4002-490990	\$ 618.00
	04262021	I21-003341		05/19/2021	12	Brooke Windle Aldi preschool program supplies for end of year parties PCard	283-4002-490400	\$ 19.72
	04262021	121-003341		05/19/2021	13	Brooke Windle Lakeshore Learning preschool program teacher classroom purchase PCard	283-4002-490400	\$ 21.86
	04262021	I21-003341		05/19/2021	14	Brooke Windle Lakeshore Learning preschool program supplies for teachers' classrooms PCard	283-4002-490400	\$ 33.68
	04262021	121-003341		05/19/2021	15	Brooke Windle Dollar Tree preschool program supplies for arts and crafts PCard	283-4002-490400	\$ 19.00
	04262021	121-003341		05/19/2021	16	Brooke Windle Walmart Young Achiever program classroom purchase of supplies PCard	283-4002-490400	\$ 34.85
	04262021	121-003341		05/19/2021	17	D. Buwick - Cases and chargers for upgraded Trustee equipment PCard	010-1600-465300	\$ 307.87
	04262021	I21-003341		05/19/2021	18	Matrix switch for Conference Rm A PCard	010-1600-465100	\$ 222.36
	04262021	I21-003341		05/19/2021	19	D. Buwick - Conference Room A microphone and camera PCard	010-1600-465100	\$ 957.66
	04262021	I21-003341		05/19/2021	20	D. Buwick - Camtasia/Snagit software for IT Dept PCard	010-1600-465200	\$ 45.42
	04262021	I21-003341		05/19/2021	21	D. Buwick - Executive cases for Trustee iPads PCard	010-1600-465300	\$ 134.91
	04262021	I21-003341		05/19/2021	22	B. Breunig - Time Lock for Skate Park gate - PCard	283-4003-463300	\$ 897.97

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
04262021	121-003341		05/19/2021	23	B. Breunig - Magnetic locater for finding ball field pegs - PCard	283-4003-460170	\$ 789.00
04262021	I21-003341		05/19/2021	24	Sean O'Hara- Rhodes to Independence activity supplies - PCard	283-4008-490400	\$ 39.90
04262021	I21-003341		05/19/2021	25	Sean O'Hara- Candle supplies for Rhodes to Independence - PCard	283-4008-490700	\$ 208.65
04262021	I21-003341		05/19/2021	26	Sean O'Hara - Parking and admission on 4/25/2021 at Brookfield Zoo. Tax exempt not honored for parking fee - PCard	283-4008-490600	\$ 114.80
04262021	I21-003341		05/19/2021	27	Neal Litko. utility knives for truck 6002 - PCard	031-6002-460170	\$ 9.95
04262021	I21-003341		05/19/2021	28	Neal Litko. Tool box for truck 6002 - PCard	031-6002-460180	\$ 99.98
04262021	I21-003341		05/19/2021	29	100 - US Flag postage stamp books for resale (MF) - PCard	010-0000-140120	\$ 1,100.00
04262021	I21-003341		05/19/2021	30	RKovie-Earley Job Posting for Part-time Payroll Coordinator PCard	010-1101-432400	\$ 250.00
04262021	I21-003341		05/19/2021	31	HR Coordinator Garza's notary stamp PCard	010-1101-460100	\$ 13.99
04262021	121-003341		05/19/2021	32	JRajca - paint for CPAC - PCard	283-4005-461650	\$ 618.80
04262021	I21-003341		05/19/2021	33	JRajca - paint supplies and gloves for CPAC - PCard	010-1700-460190	\$ 74.97
04262021	121-003341		05/19/2021	33	JRajca - paint supplies and gloves for CPAC - PCard	283-4005-461650	\$ 92.66
04262021	I21-003341		05/19/2021	34	JRajca - Pails and cement for CPAC - PCard	283-4005-461650	\$ 18.98
04262021	I21-003341		05/19/2021	35	DFaltin - Lowes concrete items - PCard	010-5002-461990	\$ 351.20
04262021	I21-003341		05/19/2021	36	Public Works Safety Training - Ken Dado - PCard	031-6001-460150	\$ 505.45
04262021	I21-003341		05/19/2021	37	Public Works Safety Training - Ken Dado - PCard	031-6001-460150	\$ 32.94
04262021	I21-003341		05/19/2021	38	Jake Svencner employee uniforms - PCard	031-6001-460190	\$ 107.93
04262021	121-003341		05/19/2021	39	Jake Svencner electrical supplies for sump pump repair at lift station PCard	031-6002-461200	\$ 38.96
04262021	121-003341		05/19/2021	40	RDalzell - AWS Services 03/01/2021 thru 03/31/2021 - PCard	010-0000-130700	\$ 53.66
04262021	I21-003341		05/19/2021	41	RDalzell - Keurig K-3500 Coffee Machine - PCard	010-0000-130700	\$ 1,164.00
04262021	I21-003341		05/19/2021	42	RDalzell - Filter Kit for Keurig Coffee Maker - PCard	010-0000-130700	\$ 108.95
04262021	I21-003341		05/19/2021	43	RDalzell - Replacement Medify Air Filters - PCard	010-0000-130700	\$ 599.88
04262021	I21-003341		05/19/2021	44	RDalzell - 2021 Telecommunicators Week - PCard	010-0000-130700	\$ 211.41
04262021	121-003341		05/19/2021	45	RDalzell - iPhone Vehicle Chargers - PCard	010-0000-130700	\$ 294.27
04262021	121-003341		05/19/2021	46	RDalzell - HDMI Cable - PCard	010-0000-130700	\$ 41.39
04262021	I21-003341		05/19/2021	47	Noto/Public Works/Utilities return shipping for cl2 scale at MPS for repairs PCard	031-6001-441600	\$ 136.94
04262021	I21-003341		05/19/2021	48	Noto/PW/Utilities Microwave for MPS and nut/washer for MPS water fountain drain line PCard	031-6001-460150	\$ 138.00
04262021	I21-003341		05/19/2021	48	Noto/PW/Utilities Microwave for MPS and nut/washer for MPS water fountain drain line PCard	031-6002-461300	\$ 0.98
04262021	I21-003341		05/19/2021	49	NotoPW/Utilities Tools for WPOs and electrical supplies for station sump pump PCard	031-6002-460170	\$ 56.96
04262021	I21-003341		05/19/2021	49	NotoPW/Utilities Tools for WPOs and electrical supplies for station sump pump PCard	031-6002-461200	\$ 20.31

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	·		Amount	
04262021	I21-003341		05/19/2021	50	Noto/PW/Utilities PVC Conduit fittings and glue/primer for station electrical work PCard	031-6002-461200	\$	32.18
04262021	I21-003341		05/19/2021	51	Noto/PW Utilities 12awg wire for general use, truck bed liner spray for coating bolts for anti corrosion purposes PCard	031-6002-460290	\$	33.12
04262021	I21-003341		05/19/2021	51	Noto/PW Utilities 12awg wire for general use, truck bed liner spray for coating bolts for anti corrosion purposes PCard	031-6002-461200	\$	87.98
04262021	I21-003341		05/19/2021	52	MHanna- Sportsplex suggestion box lock - PCard	010-1700-461300	\$	5.38
04262021	I21-003341		05/19/2021	53	MHanna - Toilet repair parts for stock - PCard	010-1700-461300	\$	63.52
04262021	I21-003341		05/19/2021	54	MHanna- Sportsplex cell phone locker master key - PCard	010-1700-461300	\$	21.00
04262021	I21-003341		05/19/2021	55	MHanna- Various toilet repair parts for stock - PCard	010-1700-461300	\$	337.70
04262021	I21-003341		05/19/2021	56	MHanna- Sportsplex shower stall bulbs - PCard	010-1700-461200	\$	54.80
04262021	I21-003341		05/19/2021	57	MHanna Nylon cable for flag pole repair - PCard	010-1700-460290	\$	190.38
04262021	I21-003341		05/19/2021	58	MHanna - Replacement flag pole clips - PCard	010-1700-460290	\$	44.82
04262021	I21-003341		05/19/2021	59	Mhanna - Drain cleaning cable and stock supply for Natural Resources and Facilities - PCard	010-1700-460170	\$	51.80
04262021	I21-003341		05/19/2021	59	Mhanna - Drain cleaning cable and stock supply for Natural Resources and Facilities - PCard	010-1700-461300	\$	18.39
04262021	121-003341		05/19/2021	60	MHanna Zipwell MagStrip Barrier Fastener applicator - PCard	010-1700-460170	\$	51.75
04262021	I21-003341		05/19/2021	61	MHanna - metal studs for Finance remodel - PCard	010-1700-462650	\$	297.60
04262021	I21-003341		05/19/2021	62	MHanna- cables and seals to install HR TV - PCard	010-1700-461200	\$	189.04
04262021	I21-003341		05/19/2021	63	MHanna - cloth and glue for VH conference room A bulletin board - PCard	010-1700-460290	\$	61.43
04262021	121-003341		05/19/2021	64	MHanna - Sportsplex cell phone locker master keys - PCard	010-1700-461300	\$	42.00
04262021	I21-003341		05/19/2021	65	MHanna floor tile for Village Hall and FLC - PCard	010-1700-461300	\$	114.52
04262021	I21-003341		05/19/2021	66	MHanna - Shop vac filters, VH remodel supplies - PCard	010-1700-461200	\$	13.96
04262021	I21-003341		05/19/2021	66	MHanna - Shop vac filters, VH remodel supplies - PCard	010-1700-461300	\$	19.90
04262021	121-003341		05/19/2021	66	MHanna - Shop vac filters, VH remodel supplies - PCard	010-1700-461700	\$	75.92
04262021	I21-003341		05/19/2021	67	MHanna - Plumbing plugs for VH IT radiator removal - PCard	010-1700-461300	\$	13.30
04262021	121-003341		05/19/2021	68	MHanna - Paint for IT DoIT room wall repair - PCard	010-1700-461300	\$	144.22
04262021	I21-003341		05/19/2021	69	LSchiera - batteries for Sportsplex alarms and putty - PCard	010-1700-460290	\$	21.95
04262021	I21-003341		05/19/2021	69	LSchiera - batteries for Sportsplex alarms and putty - PCard	010-1700-461300	\$	6.24
04262021	121-003341		05/19/2021	70	LSchiera Vacuum filters and bolts for Sportsplex - PCard	010-1700-461300	\$	4.92
04262021	I21-003341		05/19/2021	70	LSchiera Vacuum filters and bolts for Sportsplex - PCard	010-1700-461700	\$	86.28
04262021	121-003341		05/19/2021	71	LSchiera - Materials for Village Hall Finance	010-1700-461200	\$	133.37

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No			Amount
					remodel - PCard		
04262021	121-003341		05/19/2021	71	LSchiera - Materials for Village Hall Finance remodel - PCard	010-1700-462650	\$ 40.56
04262021	121-003341		05/19/2021	72	LSchiera - sound barrier panels for VH conference room A - PCard	010-1700-462650	\$ 51.98
04262021	121-003341		05/19/2021	73	LSchiera - Velcro and spray adhesive for VH conference room A bulletin boards - PCard	010-1700-460290	\$ 37.96
04262021	121-003341		05/19/2021	74	(Robert Counts) coupling for b-box repair - PCard	031-6002-461990	\$ 5.20
04262021	I21-003341		05/19/2021	75	(Robert Counts) replacement drill bits, 1/4" valves and fittings for repair on sanitary lift pump valve - PCard	031-6002-460170	\$ 37.96
04262021	I21-003341		05/19/2021	75	(Robert Counts) replacement drill bits, 1/4" valves and fittings for repair on sanitary lift pump valve - PCard	031-6002-461300	\$ 46.40
04262021	I21-003341		05/19/2021	76	RPankonin - IRRIGATION SYSTEM PARTS - JOHN HUMPHRY COMPLEX - PCard	010-5002-461990	\$ 340.96
04262021	121-003341		05/19/2021	77	GSzymczak - Blue tooth headset and connectors for the Forestry division - PCard	010-1700-460120	\$ 976.48
04262021	121-003341		05/19/2021	78	GSzymczak - Sanding masks, 3M N95 respirator masks - PCard	010-1700-464700	\$ 61.94
04262021	121-003341		05/19/2021	79	GSzymczak - Ear protection equipment and shovels for the Forestry division - PCard	010-1700-460170	\$ 107.96
04262021	121-003341		05/19/2021	79	GSzymczak - Ear protection equipment and shovels for the Forestry division - PCard	010-1700-464700	\$ 88.97
04262021	121-003341		05/19/2021	80	SHiland - Mini blind installation at Public Works - PCard	010-1700-443100	\$ 136.00
04262021	I21-003341		05/19/2021	81	SHiland - Plumbing parts for Centennial baseball concession stand - PCard	010-1700-461300	\$ 58.18
04262021	I21-003341		05/19/2021	82	BHarvey - tools and supplies for CPAC - PCard	283-4005-460170	\$ 154.78
04262021	I21-003341		05/19/2021	82	BHarvey - tools and supplies for CPAC - PCard	283-4005-461650	\$ 19.88
04262021	I21-003341		05/19/2021	83	BHarvey - pipe/flange, cutting oil, drill bits for CPAC - PCard	283-4005-460170	\$ 29.98
04262021	121-003341		05/19/2021	83	BHarvey - pipe/flange, cutting oil, drill bits for CPAC - PCard	283-4005-461650	\$ 35.55
04262021	I21-003341		05/19/2021	84	BHarvey- masks, tools and anchors for CPAC - PCard	283-4005-460170	\$ 13.44
04262021	I21-003341		05/19/2021	84	BHarvey- masks, tools and anchors for CPAC - PCard	283-4005-461300	\$ 52.56
04262021	I21-003341		05/19/2021	84	BHarvey- masks, tools and anchors for CPAC - PCard	283-4005-464700	\$ 40.96
04262021	I21-003341		05/19/2021	85	BHarvey- paint tray inserts and terry cloth rags for CPAC - PCard	283-4005-461100	\$ 26.28
04262021	121-003341		05/19/2021	85	BHarvey- paint tray inserts and terry cloth rags for CPAC - PCard	283-4005-461300	\$ 20.64
04262021	I21-003341		05/19/2021	86	BHarvey - supplies for CPAC - PCard	283-4005-460170	\$ 21.98
04262021	I21-003341		05/19/2021	86	BHarvey - supplies for CPAC - PCard	283-4005-461100	\$ 13.98
04262021	121-003341		05/19/2021	86	BHarvey - supplies for CPAC - PCard	283-4005-461650	\$ 42.16
04262021	121-003341		05/19/2021	87	BHarvey - Nylon tube fittings for CPAC - PCard	283-4005-461650	\$ 31.07
04262021	121-003341		05/19/2021	88	BHarvey - Landscape mulch and tool for playground repairs - PCard	010-1700-460170	\$ 12.98
04262021	I21-003341		05/19/2021	88	BHarvey - Landscape mulch and tool for playground repairs - PCard	010-1700-463300	\$ 10.56
04262021	I21-003341		05/19/2021	89	BHarvey - nylon hose connectors for CPAC - PCard	283-4005-461650	\$ 35.42

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	•		Amount
04262021	121-003341		05/19/2021	90	BHarvey - Concrete sealer for CPAC - PCard	283-4005-461650	\$ 165.39
04262021	121-003341		05/19/2021	91	BHarvey PVC board and glue for CPAC - PCard	283-4005-461650	\$ 68.89
04262021	121-003341		05/19/2021	92	BHarvey - tools and terry cloth rags for CPAC - PCard	283-4005-460170	\$ 89.86
04262021	121-003341		05/19/2021	92	BHarvey - tools and terry cloth rags for CPAC - PCard	283-4005-461100	\$ 26.28
04262021	121-003341		05/19/2021	93	BBHarvey- Tools and sealant for Natural Resources and Facilities - PCard	010-1700-460170	\$ 67.82
04262021	121-003341		05/19/2021	93	BBHarvey- Tools and sealant for Natural Resources and Facilities - PCard	010-1700-461300	\$ 25.94
04262021	I21-003341		05/19/2021	94	BHarvey - kitty litter for paint clean up - PCard	010-1700-461990	\$ 8.64
04262021	121-003341		05/19/2021	95	BHarvey - CO 2 box components and hose for CPAC - PCard	283-4005-461650	\$ 33.49
04262021	121-003341		05/19/2021	96	BHarvey - Bucket scoop and terry cloth towels for CPAC - PCard	283-4005-461100	\$ 26.28
04262021	121-003341		05/19/2021	96	BHarvey - Bucket scoop and terry cloth towels for CPAC - PCard	283-4005-461650	\$ 12.96
04262021	121-003341		05/19/2021	97	Lee Beck - Landscape rake & Leaf Blower for Athletics dept - PCard	283-4003-460170	\$ 238.96
04262021	121-003341		05/19/2021	98	Lee Beck - Keys for JHC & Centennial - PCard	283-4003-461990	\$ 197.35
04262021	I21-003341		05/19/2021	99	B.Sprague - refund for spray bottles - PCard	283-4002-460290	\$ -24.50
04262021	I21-003341		05/19/2021	100	4/6/21-ISA Membership renewal & Society of Municipal Arborist Membership for G. Szymczak - PCard	010-1700-429200	\$ 230.00
04262021	121-003341		05/19/2021	101	5/3/21-R.Callaghan ISA Prof Membership & ISA III chapter Membership renewal PCard	010-5001-429200	\$ 190.00
04262021	121-003341		05/19/2021	102	D. Hoeper - Replacement bulbs for projector in board room PCard	010-1600-465100	\$ 232.57
04262021	121-003341		05/19/2021	103	Jason Shanahan - furring strip and stud for the Museum - PCard	010-1700-461300	\$ 30.80
04262021	121-003341		05/19/2021	104	Jason Shanahan - furring strip for basement stair wall - PCard	010-1700-461300	\$ 3.58
04262021	121-003341		05/19/2021	105	Jason Shanahan - Outlets, plates and electrical screws for the Police Dept PCard	010-1700-461200	\$ 61.18
04262021	I21-003341		05/19/2021	106	Claudia Petnuch Zoo Outing - Buona Lunch Purchase for Special Recreation Participants. - PCard	283-4008-490100	\$ 93.68
04262021	I21-003341		05/19/2021	107	Joseph Mitchell - FBI National Academy - Illinois Chapter Dues for Chief Mitchell - PCard	010-7002-429200	\$ 120.00
04262021	121-003341		05/19/2021	108	Joseph Mitchell - First Aid Kits for Police Vehicles - PCard	010-7002-464700	\$ 119.90
04262021	I21-003341		05/19/2021	109	Joseph Mitchell - Food for Prisoners - PCard	010-7002-464100	\$ 125.59
04262021	I21-003341		05/19/2021	110	Joseph Mitchell - Battery Charger for Investigations Van & Cleaner for Police Vehicles - PCard	010-7002-460290	\$ 95.54
04262021	I21-003341		05/19/2021	110	Joseph Mitchell - Battery Charger for Investigations Van & Cleaner for Police Vehicles - PCard	010-7002-461100	\$ 63.51
04262021	121-003341		05/19/2021	111	Joseph Mitchell - Replacement Filters for Air Purifiers - PCard	010-7002-460290	\$ 1,390.00
04262021	121-003341		05/19/2021	112	Joseph Mitchell - First Aid Kits and Cleaner for Police Vehicles - PCard	010-7002-461100	\$ 22.88
04262021	121-003341		05/19/2021	112	Joseph Mitchell - First Aid Kits and Cleaner for Police Vehicles - PCard	010-7002-464700	\$ 599.50
04262021	I21-003341		05/19/2021	113	Joseph Mitchell - Replacement Battery for	010-7002-460220	\$ 27.49

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
					Traffic Unit Floodlight - PCard			
04262021	I21-003341		05/19/2021	114	Joseph Mitchell - Food for Police Department Staff Meeting - Trustee Recognition - PCard	010-7002-464100	\$	36.99
04262021	I21-003341		05/19/2021	115	Joseph Mitchell - Zebra Thermal Transfer paper, wax ribbon, shipping - PCard	010-7002-460290	\$	219.88
04262021	121-003341		05/19/2021	116	Joseph Mitchell - Replacement Batteries for Traffic Unit Speed Spys, Cones for Traffic Accidents & Clipboards for Traffic Unit - PCard	010-7002-460220	\$	73.97
04262021	I21-003341		05/19/2021	117	Joseph Mitchell - Camera Equipment for Centennial Pool - PCard	054-0000-470300	\$	159.62
04262021	I21-003341		05/19/2021	118	Joseph Mitchell - Training class for Officers K. Fitzgibbon and Kerry Kelly-Valan - PCard	010-7002-429100	\$	100.00
04262021	121-003341		05/19/2021	119	Joseph Mitchell - Cones for Traffic Accidents - PCard	010-7002-460220	\$	29.98
04262021	I21-003341		05/19/2021	120	Jack Savage - Headrush Auto Belay Certifications (3 auto belays) - PCard	010-1700-443100	\$	668.37
04262021	I21-003341		05/19/2021	121	VM Koczwara - PIO all access yearly subscription from 4/22/21 through 4/21/22. Subscription ID A-S00391801 - PCard	010-1201-429300	\$	475.00
04262021	I21-003341		05/19/2021	122	VM Koczwara - Daily Herald Yearly subscription April 25, 2021 - April 25, 2022 for PIO PCard	010-1201-429300	\$	99.00
04262021	I21-003341		05/19/2021	123	VM Koczwara - Monthly subscription April 25, 2021 - May 22, 2021 for PIO PCard	010-1201-429300	\$	27.72
04262021	I21-003341		05/19/2021	124	M.Perez - LiveWell, Employee Birthday Recognition (K. Pekau) Check #67 on 4.09.21 - PCard	010-1101-429990	\$	16.50
04262021	I21-003341		05/19/2021	125	M. Perez - Office supplies - dry erase markers for conference room A & C PCard	010-1100-460100	\$	32.86
04262021	I21-003341		05/19/2021	126	M. Perez - Dais name plates for all elected officials in the Board room PCard	010-1500-460100	\$	75.45
04262021	I21-003341		05/19/2021	127	M. Perez - Self inking notary stamp for EA Perez PCard	010-1100-460100	\$	13.99
04262021	I21-003341		05/19/2021	128	M. Perez - Office supplies - legal pads & dry erase holder rack PCard	010-1100-460100	\$	70.96
04262021	I21-003341		05/19/2021	129	M. Perez - Luncheon meeting during AFSCME negotiations on 4.15.21 between D. Maiolo, G. Summers, J. Van Essen & Village Attorneys PCard	010-1101-460150	\$	56.80
04262021	I21-003341		05/19/2021	130	M. Perez - Box of Joe Coffee for Elected Officials Orientation on 4/26/21 PCard	010-1500-460150	\$	21.99
04262021	I21-003341		05/19/2021	131	M. Perez - Snacks for Elected Officials Orientation on 4/26/21 PCard	010-1500-460150	\$	16.96
04262021	I21-003341		05/19/2021	132	Bridget McCormick. Admission and parking for Special Recreation outing to Brookfield Zoo. Tax exempt did not apply to parking tax PCard	283-4008-490100	\$	164.70
04262021	I21-003341		05/19/2021	133	Bridget McCormick. Food/beverage purchase for Friday Night Fun event on April 23 PCard	283-4008-490100	\$	144.84
04262021	I21-003341		05/19/2021	134	Pamela Koebel Take Out (Spring Session) - Refund for Overcharged Item at Culver's PCard	283-4008-490100	\$	-12.27
04262021	I21-003341		05/19/2021	135	Pamela Koebel Take Out Spring Session - Food and Beverage Purchase for Special Recreation Participants PCard	283-4008-490100	\$	138.15
04262021	I21-003341		05/19/2021	136	Cindy Kelly snacks/refreshments for Covid 04/21 & 04/22/2021 - PCard	010-1100-484990	\$	35.95
04262021	121-003341		05/19/2021	137	Cindy Kelly - sandwiches for Covid employee	010-1100-484990	\$	220.87

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
					lunch 04/01/2021 - PCard		
04262021	I21-003341		05/19/2021	138	Cindy Kelly - City BBQ 15 meals for Supervisor Training 4/14/2021 - PCard	010-1101-460150	\$ 267.50
04262021	121-003341		05/19/2021	139	Cindy Kelly refreshments and snacks for COVID vaccines - 04/21/2021 & 04/22/2021 - PCard	010-1100-484990	\$ 45.42
04262021	I21-003341		05/19/2021	140	Cindy Kelly - lunch for employees for COVID vaccine - 04/21/2021 - PCard	010-1100-484990	\$ 494.93
04262021	I21-003341		05/19/2021	141	Cindy Kelly - refreshments and snacks for COVID event 04/21/2021 - PCard	010-1100-484990	\$ 51.05
04262021	I21-003341		05/19/2021	142	Cindy Kelly - refreshments and snack for COVID vaccines 04/21 & 04/22/2021 - PCard	010-1100-484990	\$ 560.64
04262021	I21-003341		05/19/2021	143	D. Geghen Balloons for Family Health Fair - PCard	283-4007-490400	\$ 12.00
04262021	121-003341		05/19/2021	144	AVM Summers Renewal memberships for AICP, APA & Illinois Chapter. Order #3217919. APA ID#150499 - PCard	010-1100-429200	\$ 724.00
04262021	121-003341		05/19/2021	145	MSolner - wheelbarrow for CPAC - PCard	283-4005-460170	\$ 327.00
04262021	I21-003341		05/19/2021	146	MSolner maintenance supplies for CPAC - PCard	010-1700-460190	\$ 49.98
04262021	121-003341		05/19/2021	146	MSolner maintenance supplies for CPAC - PCard	283-4005-461650	\$ 44.90
04262021	I21-003341		05/19/2021	147	karnold/PW/Utilities Megohmeter to test electrical pump insulation - PCard	031-6002-460180	\$ 569.99
04262021	121-003341		05/19/2021	148	karnold/PW/Utilities metal cutting wheels for angle grinder - PCard	031-6002-460170	\$ 85.34
04262021	121-003341		05/19/2021	149	karnold/PW/Utilities wheel cutters for angle grinder - PCard	031-6002-460170	\$ 127.82
04262021	121-003341		05/19/2021	150	karnold/PW/Utilities chlorine and Fluoride packets - PCard	031-6002-462500	\$ 278.22
04262021	121-003341		05/19/2021	151	Mark Tynski - extension cords for Civic Center - PCard	021-1800-461200	\$ 39.92
04262021	I21-003341		05/19/2021	152	Mark Tynski - extension cords - PCard	021-1800-461200	\$ 12.97
04262021	I21-003341		05/19/2021	153	Jean Petrow - Credit for dance recital costume PCard	283-4002-490990	\$ -34.95
04262021	121-003341		05/19/2021	154	Jean Petrow - Rights and Royalties for Children's theater production. Snow White PCard	283-4002-490470	\$ 234.95
04262021	I21-003341		05/19/2021	155	Jean Petrow - Registration Banners for banner holders PCard	283-4001-460140	\$ 57.00
04262021	121-003341		05/19/2021	156	Jean Petrow - Deposit for Rights and Royalties for Holiday Production - A Broadway Christmas Carol - PCard	283-4002-490470	\$ 400.00
04262021	I21-003341		05/19/2021	157	Jean Petrow - Registration Banners for Banner Holders PCard	283-4001-460140	\$ 114.00
04262021	I21-003341		05/19/2021	158	Dance Costume exchange - Jen Farrell - PCard	283-4002-490990	\$ 200.00
04262021	I21-003341		05/19/2021	159	Supplies for Kids Only Dance Party - Jen Farrell - PCard	283-4002-490400	\$ 4.00
04262021	I21-003341		05/19/2021	160	Supplies for Kids Only Dance Party - Jen Farrell - PCard	283-4002-490400	\$ 13.98
04262021	I21-003341		05/19/2021	161	Dance Floor rental for Recital - Jen Farrell - PCard	283-4002-490990	\$ 520.00
04262021	I21-003341		05/19/2021	162	D. Biela-Spotify Monthly Serv. Fee- April - PCard	010-9450-442990	\$ 9.99
04262021	I21-003341		05/19/2021	163	DRodriguez Safety glasses and washers for VH conference room A - PCard	010-1700-461300	\$ 4.95
04262021	I21-003341		05/19/2021	163	DRodriguez Safety glasses and washers for	010-1700-464700	\$ 8.98

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	E Line Item Description Account Number		Amount	
					VH conference room A - PCard			
04262021	121-003341		05/19/2021	164	DRodriguez- Paint for Village hall lower level - PCard	010-1700-461300	\$	55.97
04262021	121-003341		05/19/2021	165	DRodriguez rollers and sponges for Finance remodel - PCard	010-1700-461300	\$	47.84
04262021	121-003341		05/19/2021	166	DRodriguez tools, compound, spackling and paint for Finance Dept. remodel - PCard	010-1700-460170	\$	31.44
04262021	121-003341		05/19/2021	166	DRodriguez tools, compound, spackling and paint for Finance Dept. remodel - PCard	010-1700-461300	\$	34.92
04262021	121-003341		05/19/2021	167	DRodriguez - Dewalt drill for Natural Resources and Facilities - PCard	010-1700-460170	\$	179.00
04262021	I21-003341		05/19/2021	168	DRodriguez Compound, tape, screws and tools for Finance remodel - PCard	010-1700-460170	\$	19.98
04262021	121-003341		05/19/2021	168	DRodriguez Compound, tape, screws and tools for Finance remodel - PCard	010-1700-461300	\$	44.48
04262021	121-003341		05/19/2021	169	DRodriguez - packing supplies for Trustee move out - PCard	010-1700-461990	\$	44.90
04262021	I21-003341		05/19/2021	170	KWachtel - White Board Supplies - PCard	010-1400-460100	\$	30.24
04262021	I21-003341		05/19/2021	171	FGabriel - Paint for CPAC - PCard	283-4005-461650	\$	897.87
04262021	I21-003341		05/19/2021	172	Diana Porcelli: Engraving for departing Trustees' watches in appreciation of years of service PCard	010-1500-429990	\$	152.96
04262021	I21-003341		05/19/2021	173	Diana Porcelli: Flowers sent to Edward Sekula's, father of Officer Warren Sekula, funeral - PCard	010-1500-429990	\$	96.66
04262021	121-003341		05/19/2021	174	Diana Porcelli: Cake for Mayor Pekau's birthday reception - PCard	010-1500-429990	\$	90.49
04262021	I21-003341		05/19/2021	175	Diana Porcelli: Engraving for departing Trustees' watches in appreciation of years of service PCard	010-1500-429990	\$	-152.96
04262021	I21-003341		05/19/2021	176	Diana Porcelli: Service Cart & Ribbon Cutting Scissors - PCard	010-1500-460100	\$	169.98
04262021	I21-003341		05/19/2021	177	Diana Porcelli: Credit for flowers sent to Edward Sekula's, father of Office Warren Sekula, funeral - PCard	010-1500-429990	\$	-8.18
04262021	I21-003341		05/19/2021	178	Diana Porcelli: Flowers for Kathy Fenton's years of service PCard	010-1500-429990	\$	33.99
04262021	121-003341		05/19/2021	179	A. Haar - Slide bolts for Pioneer's shed - PCard	283-4003-461990	\$	5.98
04262021	121-003341		05/19/2021	180	lumber, screws & saw blades for Boardwalk repair at Centennial - PCard	283-4003-460170	\$	33.96
04262021	I21-003341		05/19/2021	180	lumber, screws & saw blades for Boardwalk repair at Centennial - PCard	283-4003-461990	\$	83.38
04262021	I21-003341		05/19/2021	181	Jennifer McQuinn - Young Achievers craft supplies for Mother's Day - PCard	283-4002-490400	\$	25.36
04262021	121-003341		05/19/2021	182	Jennifer McQuinn - Preschool spring planting supplies - PCard	283-4002-490400	\$	19.94
04262021	121-003341		05/19/2021	183	Jennifer McQuinn - Preschool craft supplies - PCard	283-4002-490400	\$	16.99
04262021	121-003341		05/19/2021	184	Sarah Stasukewicz- Archival supplies for the museum PCard	028-0000-460290	\$	11.66
04262021	121-003341		05/19/2021	185	Sarah Stasukewicz- Refreshments for museum's Lincoln program - PCard	028-0000-484990	\$	14.49
04262021	121-003341		05/19/2021	186	J. Czarnik - Domain name renewal 4/25/21-4/25/22 - PCard	010-1600-442620	\$	15.74
04262021 04262021	I21-003341 I21-003341		05/19/2021 05/19/2021	187 188	J. Czarnik - charging adapter and cords for IT Dept PCard J. Czarnik - Pro 2 Yearly Service for Account	010-1600-465300 010-1600-465200	\$	80.57 599.95
U72U2U2 I	121-003341		03/13/2021	100	J. OZAMIK - FIO Z TEAMY SERVICE TO ACCOUNT	010-1000-400200	\$	599.95

Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description Account Number		Amount
					"orlandparkbis" through 2022-04-15 - PCard		
04262021	I21-003341		05/19/2021	189	Stylus pens for iPads used at Covid vaccination event PCard	010-1600-460100	\$ 14.98
04262021	I21-003341		05/19/2021	190	J. Czarnik - rugged iPad cases for Rec Dept PCard	010-1600-465300	\$ 285.72
04262021	I21-003341		05/19/2021	191	Piattoni-Facebook ad promoting exercise program PCard	283-4007-432250	\$ 1.41
04262021	121-003341		05/19/2021	192	Piattoni-Monthly subscription for I-stock images - PCard	283-4001-442850	\$ 40.00
04262021	I21-003341		05/19/2021	193	Piattoni-Signs for the POD Vaccination site - PCard	010-1100-484990	\$ 148.00
04262021	I21-003341		05/19/2021	194	Piattoni-Facebook ads promoting Sportsplex Family Health Fair and Centennial Park Aquatic Center PCard	283-4005-432250	\$ 192.32
04262021	I21-003341		05/19/2021	194	Piattoni-Facebook ads promoting Sportsplex Family Health Fair and Centennial Park Aquatic Center PCard	283-4007-432250	\$ 57.68
04262021	I21-003341		05/19/2021	195	A. Cann - Centennial Park West concert series ticket promotion - PCard	010-9450-432250	\$ 43.98
04262021	I21-003341		05/19/2021	196	A. Cann- Centennial Park West Concert Series ticket sale promotion - PCard	010-9450-432250	\$ 20.00
04262021	I21-003341		05/19/2021	197	Apple iphone storage nzegar - PCard	010-1201-441100	\$ 2.99
04262021	I21-003341		05/19/2021	198	Survey online service - nzegar - PCard	010-1201-442850	\$ 384.00
04262021	121-003341		05/19/2021	199	DWertheim - Tents for Veteran's Events - PCard	010-8100-484200	\$ 424.80
04262021	I21-003341		05/19/2021	200	MMazza - Safety gloves for Natural Resources and Facilities - PCard	010-1700-464700	\$ 119.12
04262021	I21-003341		05/19/2021	201	MMazza - Membership fee and signs from Monarch City, USA - PCard	010-1700-429200	\$ 50.00
04262021	I21-003341		05/19/2021	201	MMazza - Membership fee and signs from Monarch City, USA - PCard	010-1700-461500	\$ 300.00
04262021	I21-003341		05/19/2021	202	MMazza - Wasp and hornet spray for playgrounds - PCard	010-1700-463300	\$ 79.80
04262021	I21-003341		05/19/2021	203	MMazza - Electrical supplies for CPAC - PCard	283-4005-461200	\$ 151.26
04262021	I21-003341		05/19/2021	204	MMazza graffiti remover and spray for flying insects for Parks - PCard	010-1700-461100	\$ 91.96
04262021	I21-003341		05/19/2021	204	MMazza graffiti remover and spray for flying insects for Parks - PCard	010-1700-463300	\$ 33.63
04262021	I21-003341		05/19/2021	205	MMazza - Tape, lubricant spray, sap cleaner for the Forestry Division - PCard	010-1700-460170	\$ 120.75
04262021	I21-003341		05/19/2021	205	MMazza - Tape, lubricant spray, sap cleaner for the Forestry Division - PCard	010-1700-461100	\$ 11.50
04262021	I21-003341		05/19/2021	205	MMazza - Tape, lubricant spray, sap cleaner for the Forestry Division - PCard	010-1700-461300	\$ 21.25
04262021	I21-003341		05/19/2021	206	MMazza- flags for Arbor Day - PCard	010-1700-460290	\$ 65.85
04262021	I21-003341		05/19/2021	207	MMazza - carry air tank for Natural Resources and Facilities - PCard	010-1700-460180	\$ 61.12
04262021	I21-003341		05/19/2021	208	MMazza - Professional Grabber tools and Trash pickers - PCard	010-1700-460170	\$ 367.68
04262021	I21-003341		05/19/2021	209	SRohrbacher - key blanks - PCard	010-1700-461300	\$ 10.36
04262021	I21-003341		05/19/2021	210	SRohrbacher Parts for new water fountains - PCard	010-1700-460170	\$ 19.99
04262021	I21-003341		05/19/2021	210	SRohrbacher Parts for new water fountains - PCard	010-1700-461300	\$ 59.70
04262021	I21-003341		05/19/2021	211	SRohrbacher DeWalt cordless screwdriver for Natural Resources and Facilities - PCard	010-1700-460170	\$ 119.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	04262021	I21-003341		05/19/2021	212	SRohrbacher - stainless steel pocket knife - PCard	010-1700-460170	\$ 24.98
	04262021	I21-003341		05/19/2021	213	coffee kcups for engineering KHoda - PCard	010-2004-460150	\$ 40.30
	04262021	I21-003341		05/19/2021	214	K.Hoda - Diameter Tape for EPS - PCard	010-2004-460180	\$ 50.70
	04262021	I21-003341		05/19/2021	215	T. Heidegger - Indoor/outdoor carpet for JHC drainage - PCard	283-4003-461990	\$ 24.84
	04262021	I21-003341		05/19/2021	216	T. Heidegger - Marking paint for T-Ball - PCard	283-4003-461990	\$ 38.27
	04262021	I21-003341		05/19/2021	217	RCarlen - Unions for Cultural Arts Center fountains - PCard	010-1700-461300	\$ 18.54
	04262021	I21-003341		05/19/2021	218	RCarlen - Parts for Cultural Arts Center fountain - PCard	010-1700-461300	\$ 31.38
	04262021	I21-003341		05/19/2021	219	RCarlen - P trap for water fountains - PCard	010-1700-461300	\$ 20.88
	04262021	I21-003341		05/19/2021	220	RCarlen - Angles, sleeves, unions and valves for water fountains - PCard	010-1700-461300	\$ 74.48
	04262021	I21-003341		05/19/2021	221	RCarlen - pipes, elbows and union sockets for plumbing repairs at JHC - PCard	010-1700-461300	\$ 42.04

GRAND TOTAL : \$ 35,299.13

Village of Orland Park Open Item Listing Run Date: 06/09/2021 User: bobrien

Status: POSTED Due Date: 05/01/2021
Bank Account: BMO Harris Bank - Depository-Depository
Invoice Type: Auto Pay Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 1593 : QUADIENT, INC.	04/02/21	I21-001919		04/02/2021	1	Yearly fee for postage upload for Neopost machine at VH	010-0000-150110	\$ 50.00
GRAND TOTAL:								\$ 50.00

REQUEST FOR ACTION REPORT

File Number: 2021-0450

Orig. Department: Finance Department
File Name: Payroll - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-Weekly Payroll for June 11, 2021 in the amount of \$1,327,204.44.

Bi-Weekly Payroll for June 11, 2021

TOTAL	1011000	1,327,204.44
TOTAL EMPLOYER EXPENSES		142,396.97
MEDICARE TAX	420500	16,878.44
SOCIAL SECURITY TAX	420100	45,105.90
IMRF Tier 1 &Tier 2	420200	80,412.63
EMPLOYER EXPENSES		
		.,,
GROSS PAY		1,184,807.47
HUMAN RESOURCES	010-1101	4,016.00
POLICE	010-7002	565,255.69
PUBLIC WORKS - WATER & SEWER	031-6001	55,758.53
PUBLIC WORKS - VEHICLE & EQUIPMENT	010-5006	9,108.21
PUBLIC WORKS - PACE	010-5003	746.33
PUBLIC WORKS - STREETS	010-5002	53,491.37
PUBLIC WORKS - ADMINISTRATION	010-5001	21,839.42
RECREATION - SPECIAL RECREATION	283-4008	3,930.43
RECREATION - SPORTSPLEX	283-4007	18,773.38
RECREATION - CENTENNIAL POOL	283-4005	74,335.01
RECREATION - PARK OPERATIONS	283-4003	35,730.44
RECREATION - PROGRAMS	283-4002	7,381.72
RECREATION - ADMINISTRATION	283-4001	72,493.15
DEVELOPMENT SERVICES - TRANSPORTATION & ENGIN	010-2004	20,617.54
DEVELOPMENT SERVICES - PLANNING DIVISION	010-2003	8,650.24
DEVELOPMENT SERVICES - BUILDING DIVISION	010-2002	26,941.84
DEVELOPMENT SERVICES - ADMINISTRATION DIVISION	010-2001	34,451.52
CIVIC CENTER	021-1800	5,774.95
NATURAL RESOURCES & FACILITIES	010-1700	60,182.28
M.I.S.	010-1600	18,009.82
OFFICIALS	010-1500	12,856.22
FINANCE	010-1400	35,020.44
PUBLIC INFORMATION	010-1200	4,951.78
VILLAGE CLERK	010-1200	2,833.60
VILLAGE MANAGER	010-1100	31,657.56

REQUEST FOR ACTION REPORT

File Number: **2021-0458**

Orig. Department: Village Manager

File Name: NIMEC 2021 Renewal - Village-owned Accounts

BACKGROUND:

In 2007, the State of Illinois deregulated its electricity market. Prior to that, ComEd both generated and delivered electrical power to residential and commercial customers. Upon deregulation, ComEd was required to transfer ownership of its nuclear reactors to its parent company, Exelon, and the State of Illinois began allowing other energy generators to compete with Exelon. Com Ed continues to deliver power to residential and commercial customers, regardless of what supplier generates the power.

Since 2007, the Northern Illinois Municipal Electric Cooperative (NIMEC) has been providing electricity procurement services to the Village of Orland Park. NIMEC is a cooperative of approximately 137 northern Illinois municipalities, plus several park districts, water districts and libraries. The collective volume of the buying collaborative (\$15 - \$20 million/year) allows NIMEC to negotiate rates that are lower than what an individual municipality could negotiate on its own. Currently, NIMEC's member retention rate since inception is almost 99%.

Currently, NIMEC obtains bids for twelve (12) of the Village's largest Com Ed accounts, including the main water pump station, two (2) lift stations, the Sportsplex, CPAC, Civic Center and John Humphrey Complex and five (5) large street light accounts. The current energy provider for the non-street light accounts is Constellation New Energy; the current energy providers for the street light accounts are AEP and Constellation New Energy. The contracts for all five (5) street light accounts expire in July 2021.

On May 17, 2021, the Village Board of Trustee adopted Resolution Number 2117 entitled: "A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE CONTRACTS WITH THE LOWEST COST ELECTRICITY PROVIDER BASED ON BIDS RECEIVED DURING 2021 BID PERIODS." In said Resolution, NIMEC was appointed as the Village's broker for purposes of obtaining an electricity supply for the Village's municipal needs. The Village Manager was authorized to negotiate energy rates directly with suppliers. Also, the Village Manager was authorized to sign the contract with the most optimal bidder and directed to place said contract on the first available Village Board regular meeting following the execution, for ratification by the Village Board.

On June 7, 2021, NIMEC held its annual street light bid, and AEP Energy, Inc. (AEP Energy) won the street light bid. On June 8, 2021, the Village Manager executed the contract AEP Energy for a term of twenty-four (24) months.

BUDGET IMPACT:

The Fiscal Year budget reflects flat electricity costs across all funds.

REQUESTED ACTION:

I move to affirm the contract with AEP Energy, Inc. for a term of twenty-four (24) months for electric

ger	neration supply for the Village's street light accounts.	

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

Resolution No: 2117 File Number: 2021-0376

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE CONTRACTS WITH THE LOWEST COST ELECTRICITY PROVIDER BASED ON BIDS RECEIVED DURING 2021 BID PERIODS

VILLAGE OF ORLAND PARK STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

VILLAGE OF ORLAND PARK Page 1

Resolution No: 2117

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE CONTRACTS WITH THE LOWEST COST ELECTRICITY PROVIDER BASED ON BIDS RECEIVED DURING 2021 BID PERIODS

WHEREAS the Village of Orland Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, the Village of Orland Park has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy for Village facilities, due to NIMEC's municipal experience and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 170 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, the amount of compensation that NIMEC receives, if the Village chooses the NIMEC electricity supplier, is included in the electricity prices supplied by NIMEC, so there will be no direct payment made to NIMEC by the Village; and,

WHEREAS the Village has been working with NIMEC since 2007, and the Village has enjoyed a good working relationship with NIMEC; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large or medium sized commercial accounts and would instead charge based on a floating hourly rate and the Village desires to enter the market to secure a fixed rate, up to 36 months in term.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1

VILLAGE OF ORLAND PARK Page 2

Resolution No: 2117

That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the Village's broker for purposes of obtaining an electricity supply for the Village's municipal needs.

SECTION 2

That the Village Manager is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs.

SECTION 3

That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Manager is hereby authorized to sign the contract with the most optimal bidder and is hereby directed to place said contract on the first available Village Board regular meeting following the execution thereof, for ratification by the Village Board.

SECTION 4

That the Village Manager is authorized to name the Finance Director as the Village Manager's designee in matters concerning the bid.

SECTION 5

The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

PASSED this 17th day of May, 2021	
	/s/ Patrick R. O'Sullivan Patrick R. O'Sullivan, Village Clerk

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

Nay: 0

VILLAGE OF ORLAND PARK Page 3

Resolution No: 2117

DEPOSITED	in my office this 17th day of May, 2021	
		/s/ Patrick R. O'Sullivan
		Patrick R. O'Sullivan, Village Clerk
APPROVED	this 17th day of May, 2021	
		/s/ Keith Pekau
		Keith Pekau, Village President

VILLAGE OF ORLAND PARK
Page 4

REQUEST FOR ACTION REPORT

File Number: 2021-0451

Orig. Department: Public Works Department

File Name: Disposal of Village Equipment (Online Auction) - Public Works Department -

Ordinance

BACKGROUND:

The Village's Public Works Department is requesting that the Village declare the following equipment described below and in the attached ordinance as surplus property and dispose of through Public Surplus.com (online auction). These items are no longer necessary or useful for the Village of Orland Park.

One (1) lot of five (5) gymnastics mats;

One (1) 1993 Honda Harmony215 Lawnmower, serial number MZBB6022711;

In order to legally dispose of municipal property, the Village must adopt an ordinance that describes the items to be sold.

In the event that two (2) attempts have been made to sell said property, and that no bids have been received equal to the minimum price, the property shall be either donated or scrapped as determined by the Village Manager.

BUDGET IMPACT:

Upon receipt, proceeds from the auction will be deposited into the general fund of the Village of Orland Park.

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS.

AN ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS

WHEREAS, a simple majority of the Corporate Authorities of the Village of Orland Park have determined it is no longer necessary, useful or in the best interest for the Village of Orland Park to retain ownership of the personal property described in Section 2 below; and

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that the said personal property shall be sold, if possible, through Public Surplus Auction.

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

The Preamble is adopted as fully set forth herein.

SECTION 2

Pursuant to Section 11-76-4 of the Illinois Municipal Code (Illinois Compiled Statutes, 65 ILCS 5/11-76-4), the President and the Board of Trustees of the Village of Orland Park find that the following items of personal property now owned by the Village of Orland Park, are no longer necessary or useful to the said Village, and its best interests will be served by the auction/sale of the following personal property:

- One (1) lot of five (5) gymnastics mats
- One (1) 1993 Honda Harmony215 Lawnmower, serial number MZBB6022711
- One (1) Trane RTU, Model YSC063G3RHA010000000000000000F00000000, Serial Number 160813495L
- One (1) Trane RTU, Model YSC063G3RHA010000000000000000F00000000, Serial Number 162713683L
- One (1) Trane RTU, Model YSC063G3RHA010000000000000000000000000000000000, Serial Number 162710884L

SECTION 3

Pursuant to the said Section 11-76-4, the Village Manager is hereby authorized and may direct the sale of the personal property to which Section 2 of this Ordinance refers, "AS IS" and without warranties at the public auction/sale. The said online public auction shall be conducted by Public Surplus.com ("the "Auction House").

SECTION 4

The Auction House is hereby authorized and directed to advertise the sale of the aforementioned personal property before the date of said public auction/sale.

SECTION 5

No bid which is less than the minimum price as provided by the Village Manager to the Auction House shall be accepted by the Auction House as the sales price of property listed in Section 2 of this Ordinance unless a lower amount is authorized by the Village Manager or his/her representative.

SECTION 6

Upon payment of the full price, the Village Manager and/or Village President is hereby authorized and directed to convey and transfer title or ownership to the item of personal property from the Village to the successful bidder/buyer and to execute all documents necessary to effectuate the sale.

SECTION 7

In the event that, after no fewer than two (2) attempts have been made by the Auction House to sell said personal property, no bids have been received equal to the minimum price as determined in the manner set forth above, the said personal property shall be either donated or scrapped as determined by the Village Manager.

SECTION 8

This Ordinance shall be in full force and effect from and after its passage by a majority vote of the Corporate Authorities and approval in the manner provided by law.

DATE: June 21, 2021

REQUEST FOR ACTION REPORT

File Number: **2021-0409**

Orig. Department: Public Works Department

File Name: Pavement Marking - 2021-2023 Bid Award

BACKGROUND:

An invitation to bid for pavement marking was hosted on bidnetdirect.com from May 21, 2021 to June 8, 2021. The bid requested unit pricing to be submitted for a three-year period from 2021 to 2023. Eighteen (18) organizations, seven (7) local to Illinois and eleven (11) out of state, downloaded the bid documents. Three (3) bids were formally submitted to the Village Clerk's Office and opened on June 8, 2021, at 11:00 a.m.

The Village received unit price bids from Marking Specialists Corporation of Cary, IL, RoadSafe Traffic System, Inc. of Romeoville, IL, and Precision Pavement Markings, Inc. of Pingree Grove, Illinois. The unit pricing bids by all three (3) contractors are shown in the attached Bid Tab. RoadSafe Traffic System, Inc., the low bidder, performs this type of work for municipalities and governmental agencies throughout the area. This contract will strictly use epoxy paint due to its durability. Based on its bid pricing and past performance per reference checks, it is staff's recommendation to accept the bid from RoadSafe Traffic System, Inc.

BUDGET IMPACT:

Funds for this work are budgeted in the Road Improvement Program account 054-0000-471250.

REQUESTED ACTION:

I move to approve awarding ITB 21-027 Pavement Marking 2021-2023 to RoadSafe Traffic System, Inc. of Romeoville, Illinois in the amount not to exceed \$75,000.00 for fiscal year 2021; and an amount not to exceed the Board approved funding for fiscal years 2022 and 2023;

And.

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



Bid Tabulation

Bid Number: 21-027 Project Title: Pavement Marking 2021-2023

 Bid Issue: 5/21/2021
 Department: Public Works

 Bid Opening: 6/8/2021
 Addenda: 6/1/2021

BIDDER	PROPOSAL PRICE	CONTACT INFORMATION
		Rob Buerer
		114 High Road, Unit 1
Marking Specialists Corporation	See Price Proposal	Cary, IL 60013
		P: 847-462-0799/F: 847-462-0929
		Email: rob@markingspecialists.net
		Shady Hajjar
	See Price Proposal	12225 Disk Drive
RoadSafe Traffic System, Inc.		Romeoville, IL 60446
		P: 815-372-2300 x4015/F: 815-927-0110
		Email: shajjar@roadsafetraffic.com
		Billy J. Salazar
		1220 Bell Court
Precision Pavement Markings, Inc.	See Price Proposal	Pingree Grove, IL 60140
		P: 847-931-9092/F: 847-637-0867
		Email: estimating@precisionpavement.com

Proposals are subject to review for completeness, accuracy, and compliance with all terms and conditions of the bid specifications
Prepared by: Nicole Merced, Purchasing Coordinator - Village of Orland Park

Village of Orland Park Bid Responsiveness Check

Bid No. 21-027 Project Title: Pavement Marking 2021-2023

Bid Requirement	Marking Specialists Corporation	RoadSafe Traffic System, Inc.	Precision Pavement Markings, Inc.
Submitted three (3) sealed hardcopies of the bid	√	√	\checkmark
Submitted a completed Bidder Summary Sheet	√	√	\checkmark
Submitted a completed Certificate of Compliance	√	√	√
Submitted three (3) references	V	√	
Submitted signed Insurance Requirements form	V	√	
Acknowledgement of Addendum No. 1	V	V	V

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

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

Vil	laae o	f Orl	and	Park	c Price	Proposa	

Bid No. 21-027

Project Title: Pavement Marking 2021-2023

ltem	Marking Specialists Corporation	RoadSafe Traffic System, Inc.	Precision Pavement Markings, Inc.
		2021	
Epoxy Pavement Marking- Line 4"	\$1.10	\$0.50	\$0.74
Epoxy Pavement Marking- Line 6"	\$1.85	\$1.00	\$1.11
Epoxy Pavement Marking- Line 12"	\$3.70	\$2.00	\$2.22
Epoxy Pavement Marking- Line 24"	\$7.40	\$4.00	\$4.44
Epoxy Pavement Marking-Letters And Symbols	\$4.75	\$4.00	\$4.44
		2022	
Epoxy Pavement Marking- Line 4"	\$1.13	\$0.55	\$0.75
Epoxy Pavement Marking- Line 6"	\$1.91	\$1.10	\$1.13
Epoxy Pavement Marking- Line 12"	\$3.81	\$2.20	\$2.26
Epoxy Pavement Marking- Line 24"	\$7.62	\$4.40	\$4.52
Epoxy Pavement Marking-Letters And Symbols	\$4.89	\$4.40	\$4.52
		2023	
Epoxy Pavement Marking- Line 4"	\$1.17	\$0.60	\$0.77
Epoxy Pavement Marking- Line 6"	\$1.96	\$1.20	\$1.15
Epoxy Pavement Marking- Line 12"	\$3.93	\$2.40	\$2.30
Epoxy Pavement Marking- Line 24"	\$7.85	\$4.80	\$4.60
Epoxy Pavement Marking-Letters And Symbols	\$5.04	\$4.80	\$4.60
		2024	
Epoxy Pavement Marking- Line 4"	\$1.20	\$0.65	\$0.81
Epoxy Pavement Marking- Line 6"	\$2.02	\$1.30	\$1.21
Epoxy Pavement Marking- Line 12"	\$4.04	\$2.60	\$2.43
Epoxy Pavement Marking- Line 24"	\$8.09	\$5.20	\$4.85
Epoxy Pavement Marking-Letters And Symbols	\$5.19	\$5.20	\$4.85
		2025	
Epoxy Pavement Marking- Line 4"	\$1.24	\$0.70	\$0.85
Epoxy Pavement Marking- Line 6"	\$2.08	\$1.40	\$1.28
Epoxy Pavement Marking- Line 12"	\$4.16	\$2.80	\$2.55
Epoxy Pavement Marking- Line 24"	\$8.33	\$5.60	\$5.10
Epoxy Pavement Marking-Letters And Symbols	\$5.35	\$5.60	\$5.10
Prepared by: Nicole Me	erced, Purchasing Coor	dinator - Village of	Orland Park

BIDDER SUMMARY SHEET

BID #17-013

Pavement Marking — Unit Prices

Project Name

Business Name: MARKING SI	PECIALISTS CORPORATION
Street Address: 214 C24	STPL ST., STE. C
City, State, Zip:,	IL 60013
Contact Name: 20350-	W. BUERER
Title: EXEC. V.P.	
Phone: 847 462 6695	Fax: 847 462 0929
E-Mail address: rsb@r	narkingspecialists, net
	AUTHORIZATION & SIGNATURE
Name of Authorized Signee:	RUBGRT W. BUSRER
Signature of Authorized Signee: _	2442
itle: EKGC V.D.	Date: 3.6.20)7

UNIT PRICE BID SHEET BID #17-013 Pavement Marking – Unit Prices

			UNIT PRICE	UNIT PRICE	UNIT PRICE
1.	Epoxy Pavement Marking-	Unit L.F.	\$ 0.99	2018	2019
-	Line 4" Epoxy Pavement Marking-	L. .	9 00//	\$ 1.04	\$ 1.09
2.	Line 6"	L,F.	\$ 1.62	\$ 1.70	\$ 1.78
3.	Epoxy Pavement Marking- Line 12"	L.F.	\$ 2.91	\$ 3,06	\$ 3,2)
4.	Epoxy Pavement Marking- Line 24"	L.F.	\$ 6.49	\$ 6,82	\$ 7.16
5.	Epoxy Pavement Marking- Letters And Symbols	S.F.	\$ 4.86	\$ 5.11	\$ 5.36
	Alternate A				
6.	Thermoplastic Pavement Marking- Line 4"	L.F.	\$ 1.15	\$ 1.20	\$ 1.26
7.	Thermoplastic Pavement Marking- Line 6"	L.F.	\$ 1.76	\$ 1,85	\$ 1,94
8.	Thermoplastic Pavement Marking- Line 12"	L.F.	\$ 3,53	\$ 3.70	\$ 3.89
9.	Thermoplastic Pavement Marking- Line 24"	L.F.	\$ 7.06	\$ 7.4)	\$ 7.78
10.	Thermoplastic Pavement Marking- Letters And Symbols	S.F.	\$ 5,18	\$ 5.44	\$ 5.7)
	Alternate B				
11.	Thermoplastic Pavement Marking- Inlaid- Line 4"	L.F.	\$ 1.90	\$ 1,99	\$ 2.09
12.	Thermoplastic Pavement Marking- Inlaid- Line 6"	L.F.	\$ 2.92	\$ 3,87	\$ 3.22
13.	Thermoplastic Pavement Marking- Inlaid- Line 12"	L.F.	\$ 5.84	\$ 6.14	\$ 6.44
14.	Thermoplastic Pavement Marking- Inlaid- Line 24"	L.F.	\$ 11.69	\$ 12.27	\$ 12.88
15.	Thermoplastic Pavement Marking- Inlaid- Letters And Symbols	S.F.	\$ 8,27	\$ 8.68	\$ 9,12
·	ALTERNATE C				
16.	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 4"	L.F.	\$ 5,29	\$ 5.56	\$ 5,83
17	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 6"	L.F.	\$ 8.38	\$ 8.80	\$ 5.83 \$ 9.24
TB 17	-013	20		ln	nitial ZWB

Initial ZWB

UNIT PRICE BID SHEET BID #17-013 Pavement Marking – Unit Prices

		Unit	UNIT PRICE 2017	UNIT PRICE 2018	UNIT PRICE 2019
18.	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 12"	L.F.	\$ 16.76	\$ 17,60	\$ 18.48
19	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 24"	L.F.	\$ 33.52	\$ 35.19	\$ 36.95
20.	Preformed Plastic Pavement Marking, Type B- Inlaid- Letters and Symbols	S.F.	\$ 48.59	\$ 40.52	\$ 42.54

COMPANY NAME:	MARKING SPECIALISTS CORPORATION	

BIDDER SUMMARY SHEET

BID #17-013 Pavement Marking — Unit Prices Project Name

Business Name: <u>Precision Pavement Markings Inc.</u>
Street Address: P.O. Box 705
City, State, Zip: Elgin, IL 60121
Contact Name: Billy J. Salazar
Title: Vice President
Phone: <u>847-931-9092</u> Fax: <u>847-637-0867</u>
E-Mail address: <u>Estimating@precisionpavement.com</u>
AUTHORIZATION & SIGNATURE
Name of Authorized Signee: <u>Billy J. Salazar</u>
Signature of Authorized Signee: Billy J Salar
Title: Vice President Date: 03/07/2017

UNIT PRICE BID SHEET BID #17-013 Pavement Marking – Unit Prices

		Unit	UNIT PRICE 2017	UNIT PRICE 2018	UNIT PRICE 2019
1.	Epoxy Pavement Marking- Line 4"	L.F.	\$ 0.80	\$ 0.85	\$ 0.90
2.	Epoxy Pavement Marking- Line 6"	L.F.	\$ 1.20	\$ 1.25	\$ 1.30
3.	Epoxy Pavement Marking- Line 12"	L.F.	\$ 2.40	\$ 2.50	\$ 2.57
4.	Epoxy Pavement Marking- Line 24"	L.F.	\$ 4.80	\$ 5.00	\$ 5.15
5.	Epoxy Pavement Marking- Letters And Symbols	S.F.	\$ 4.25	\$ 4.39	\$ 4.50
	Alternate A				
6.	Thermoplastic Pavement Marking- Line 4"	L.F.	\$ 0.55	\$ 0.58	\$ 0.61
7.	Thermoplastic Pavement Marking- Line 6"	L.F.	\$ 0.85	\$ 0.90	\$ 0.95
8.	Thermoplastic Pavement Marking- Line 12"	L.F.	\$ 1.70	\$ 1.75	\$ 1.79
9.	Thermoplastic Pavement Marking- Line 24"	L.F.	\$ 4.00	\$ 4.19	\$ 4.29
10.	Thermoplastic Pavement Marking- Letters And Symbols	S.F.	\$ 4.00	\$ 4.19	\$ 4.29
	Alternate B				
11.	Thermoplastic Pavement Marking- Inlaid- Line 4"	L.F.	\$ 1.70	\$ 1.75	\$ 1.80
12.	Thermoplastic Pavement Marking- Inlaid- Line 6"	L.F.	\$ 2.50	\$ 2.55	\$ 2.60
13.	Thermoplastic Pavement Marking- Inlaid- Line 12"	L.F.	\$ 4.95	\$ 5.00	\$ 5.05
14.	Thermoplastic Pavement Marking- Inlaid- Line 24"	L.F.	\$ 10.00	\$ 10.20	\$ 10.30
15.	Thermoplastic Pavement Marking- Inlaid- Letters And Symbols	S.F.	\$ 7.50	\$ 7.75	\$ 7.95
	ALTERNATE C				
16.	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 4"	L.F.	\$ 4.75	\$ 5.00	\$ 5.25
17	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 6"	L.F.	\$ 7.15	\$ 7.50	\$ 7.85

ITB 17-013

20

Initial <u>**3.**56</u>.

UNIT PRICE BID SHEET BID #17-013 Pavement Marking – Unit Prices

-		Unit	UNIT PRICE 2017	UNIT PRICE 2018	UNIT PRICE 2019
18.	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 12"	L.F.	\$ 14.30	\$ 15.00	\$ 15.70
19	Preformed Plastic Pavement Marking, Type B- Inlaid- Line 24"	L.F.	\$ 28.60	\$ 30.00	\$ 31.40
20.	Preformed Plastic Pavement Marking, Type B- Inlaid- Letters and Symbols	S.F.	\$ 35.00	\$ 36.75	\$ 38.59

COMPANY NAME: Precision Pavement Markings, Inc.	<u> </u>
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RoadSafe Traffic Systems, Inc.





INVITATION TO BID 21-027

Pavement Marking 2021-2023

ISSUED

05-21-2021

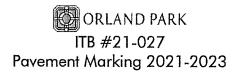
BID OPENING

June 8, 2021 11:00 A.M.

Office of the Village Clerk 2ND Floor 14700 S. Ravinia Ave. Orland Park, IL 60462

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	666	Scope of Work
III.	R	EQUIRED BID SUBMISSION DOCUMENTS
	0 0 0	Bidder Summary Sheet



OVERVIEW

The Village of Orland Park ("Village") is requesting bids to refresh deteriorated pavement markings on public roadways for the Department of Public Works using epoxy pavement marking. The contractor shall provide all supervision, labor, equipment, and materials to complete the project..

SUBMISSION DEADLINE

Bids must be submitted not later than 11:00 a.m, local time, on June 8, 2021. No consideration will be given to bids received after the stated date and time. Bids submitted must include all information and documents as requested in this Invitation to Bid. No oral or electronic bids sent by facsimile or via email, will be accepted or considered. All bids received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the bid.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY IRREGULARITIES.

QUESTION INFORMATION

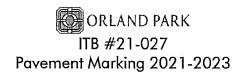
All questions related to this proposal must be submitted online through <u>BidNet Direct</u>, no later than 12:00 p.m. local time on June 1, 2021. No oral comments will be made to any Bidder as to the meaning of the bid documents. Any and all questions will be answered through <u>BidNet Direct</u> in an addendum after the question period closes. This policy affords all parties submitting bids the same information.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of an Addendum to be posted on the Village's page on BidNet Direct. Answers to questions will not be mailed to potential proposers.

In order to receive notification of any Addenda, please "FOLLOW" the solicitation on <u>BidNet Direct</u> to ensure that you receive notification of any addenda that may be issued.

Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the <u>BidNet Direct</u> website or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

PRE-BID MEETING	
A pre-proposal meeting, at which attendance is N/A. Meeting details, if applicable:	 at
at	



BID SPECIFICATIONS

Scope of Work

The Scope of Work for this ITB #21-027 is attached under separate cover.

BID SUBMISSION REQUIREMENTS

Bid Bond

Each bid must be accompanied by a bid deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the Village of Orland Park for ten percent (10%) of the total amount of the bid price. After Contract award, the Village will return deposits to unsuccessful Bidders. Bid Bond is Not Applicable.

Only one (1) original bid bond document is required and is to be submitted with the paper copy to the Clerk's Office.

Copies

Bidders must submit three (3) complete, sealed and signed hardcopies of the bid. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the bid. Bids shall include all requested information, forms, certificate and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Bidders must submit bids in a sealed envelope labeled ITB #21-027 Pavement Marking 2021-2023 in the lower left hand corner. All sealed bids must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project.

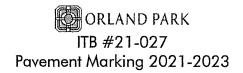
Other

Each Bidder is responsible for reading this ITB and determining that the Bid Specifications describe the Project in sufficient detail. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this ITB and shall note in its bid the adjustments made to accommodate such deficiencies.

After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Required Forms

ITB #21-027

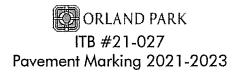


Bidders shall provide all the information requested in Section III of this ITB.

- 1. Bidder Summary Sheet The Bidder Summary Sheet must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Project. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Bidder Summary Sheet is attached under separate cover.
- 2. Certificate of Compliance The Certificate of Compliance must be completed, signed, and submitted with the bid. The Certificate of Compliance is attached under separate cover.
- 3. References The References form must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's references to further evaluate Bidder responsibility. The References form is attached under separate cover.
- 4. Insurance Requirements The Insurance Requirements must be completed, signed and submitted with the bid. Bidders may submit with the bid a current policy Certificate of Insurance showing the insurance coverages the bidder currently has in force. Insurance Requirements is attached under separate cover.
- 5. Unit Pricing The unit price sheet is Under Separate Cover.

Withdrawal of Bids

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.



EVALUATION OF BIDS/BIDDERS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant.

The Village of Orland Park retains the right to accept any proposal, any part or parts thereof or reject all proposals. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

SUBMITTAL CHECKLIST

In order to be responsive, each Bidder must submit the following items by 11:00 A.M. June 8, 2021:

1. Three (3) sealed hardcopies of the bid: Not later than the bid opening, Bidders must submit bids in a sealed envelope labeled ITB#21-027 Pavement Marking 2021-2023 in the lower left hand corner and addressed to:

Village of Orland Park Attn: Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462

- 2. Bid Bond for ten percent (10%) of the bid price. Include the original document in the unbound bid copy. Bid Bond is Not Applicable.
- 3. Signed and completed forms from Section III:
 - a. Bidder Summary Sheet
 - b. Certificate of Compliance
 - c. References (3 total)
 - d. Insurance Requirements
 - e. Unit Price Sheet Under Separate Cover

RoadSafe Traffic Systems, Inc.

BIDDER SUMMARY SHEET

<u>ITB # 21-027</u> Pavement Marking 2021-2023

Busir	ness Name:R	oadSafe	Traffic	Syst	ems, Inc.		
Stree	et Address:12	1225	Disk	Dr	We gui		
City,	State, Zip:R	omeou	ille,	16	60446)	
Cont	_	hady	•				
Title:		ice Pre	ည				
Phon	ne: 81	5-372	-230c	×40	<u> 115</u> Fax: <u>Bl</u>	5-927-011	0
E-Mo	ail address: S	najjar (@ 100	ıdsa	fetraffic	COM	
		77			<u>oposal</u>		
	under den er en	· M		Unit	UNIT PRICE 2021	UNIT PRICE 2022	UNIT PRICE 2023
1.	Epoxy Pavement M	arking- Lin	e 4"	L,F.	\$ 0,50	\$ 0,55	\$0.60
2.	Epoxy Pavement M	arking- Lin	e 6"	L.F.	\$ 1.00	\$ 1.10	\$ 1,20
3.	Epoxy Pavement M	arking- Lin	e 12"	L.F.	\$ 2,00	\$ 2.20	\$ 2,40
4.	Epoxy Pavement M	arking- Lin	e 24"	L.F.	\$ 4,00	\$ 4.40	\$ 4.80
5.	Epoxy Pavement M Letters And Symbol	-		S.F.	\$ 4.00	\$ 4.40	\$ 4,80
	ITE	M		Unit	UNIT PRICE 2024	UNIT PRICE 2025	
1,	Epoxy Pavement M	arking- Line	e 4"	L.F.	\$ 0.65	\$ 0.70	
2.	Epoxy Pavement M	arking- Line	e 6"	L.F.	\$ 1,30	\$ 1.40	
3.	Epoxy Pavement M	arking- Line	e 12"	L.F.	\$ 2.60	\$ 2.80	
4.	Epoxy Pavement M	arking- Line	e 24"	L.F.	\$ 5,20	\$ 5.60	
5.	Epoxy Pavement Mo Letters And Symbol	-		S.F.	\$ 5,20	\$ 5.60	
	e of Authorized Sign ature of Auth srize प र Vice President,	nee:	JTHORIZ	ZATIO	N & SIGNATUR	 Vice President 	iy Hajjar dent, Highway Group - East
Title:					Da	te: <u>6</u> 77	21



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

Th	e undersigned	Shady Haija (Enter Name of Person Making Certification)
as	Shady Haijar Vice President, Highway Services Group - East	(Enter Name of Asson Making Certification)
		(Enter Title of Person Making Certification)
an	d on behalf of	RoadSafe Traffic Systems, Inc.
	with an expension of the first production of the contract of t	(Enter Name of Business Organization)
cei	tifies that Bidder is:	
1)	A BUSINESS ORGANIZATIO	<u>N</u> : Yes [✔] No []
	Federal Employer I.D. #:	26-1084418 or Social Security # if a sole proprietor or individual
		cation of the Bidder is (<i>check one</i>):
	Sole Proprietor Independent Contractor Partnership LLC Corporation (State of I	(Individual) 2 15 07 (Date of Incorporation)
2)	AUTHORIZED TO DO BUSIN	IESS IN ILLINOIS: Yes [v] No []
		o business in the State of Illinois.
3)	ELIGIBILE TO ENTER INTO F	UBLIC CONTRACTS: Yes [No []
	unit of state or local governr	into public contracts, and is not barred from contracting with any nent as a result of a violation of either Section 33E-3, or 33E-4 of of any similar offense of "bid-rigging" or "bid-rotating" of any state

ITB 21-027

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has

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

been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

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

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [No []

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

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared

by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

Yes [1 No []

6) PREVAILING WAGE COMPLIANCE:

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

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

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

7) TAX COMPLIANT: Yes [i/ No []

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue.

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

AUTHORIZATION & SIGNATURE:

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

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

ACKNOWLEDGED AND AGREED TO)	į	•					į		,		٠		(((ŧ	•	•	ľ	ľ	1	•		•			i	ì		•		ĺ				_	ľ	1				Ĭ					ľ	-	,	,	,	;																i	,				ŧ)))			ľ		į	J		•	Ì		١	١		l	¥		١	١	١	ì	Ì		=		į		•			l	i			į								(,)								ľ	l	l	į							-			
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Signature of Authorized Officer

Name of Authorized Officer Vice Proclems, Highway
Services Group - East

Title

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WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability \$500,000 - Each Accident \$500,000 - Policy Limit \$500,000 - Each Employee Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 - Combined Single Limit Per Occurrence

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate Additional Insured Endorsements: (CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella - Follow Form Policy)

\$2,000,000 - Each Occurrence \$2,000,000 - Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

Any insurance policies providing the coverages required of the Consultant shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient, Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & ACREED TH	HIS 6 DAY OF JUN	<u>e</u> , 20 21
Signatura		Authorized to execute agreements for:
	Shady Hajjar Vice President, Highway	RoadSafe Traffic Systems, Inc.
Printed Name & Title	Services Group - East	Name of Company

6

ITB 21-027

REFERENCES

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

Bidder	's Name:	RoadSafe Traffic Systems, Inc.
		(Enter Name of Business Organization)
1.	ORGANIZATION .	Village of Schaumburg 714 South Plum Grove Road
	ADDRESS .	- ×
	PHONE NUMBER	847-923-6647
	CONTACT PERSON	Brad Hurban
	YEAR OF PROJECT	2019-2020
2.	ORGANIZATION	Village of Bolingbrook
	ADDRESS	375
	PHONE NUMBER	630-226-8858
	CONTACT PERSON	Ivan Straka
	YEAR OF PROJECT	2021-2022, 2016-2017
3.	ORGANIZATION	12 Dept: of Transportation
	ADDRESS	2300 S. Dirksen Pkwy.
	PHONE NUMBER	217-782-
	CONTACT PERSON	Contract Office
	YEAR OF PROJECT	14+ years; see attached.

March 19, 2021

RoadSafe Traffic Systems, Inc., #5091 12225 Disk Drive ROMEOVILLE.IL 60446

Dear Contractor.

In response to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through June 30, 2021 will be extended through July 31, 2021. This will allow currently prequalified firms to bid on the April, June and July lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

2021 Application Submittal Notice: In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at Tara.Elston@illinois.gov.

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

Tim Kell, P.E.

Engineer of Construction

Jim Kell



Certificate of Eligibility

Contractor No

5091

12225 Disk Drive ROMEOVILLE, IL 60446 RoadSafe Traffic Systems, Inc.

FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND

27E	27D	27C	27B	27A	030	026
PAV'T MARKING (MODIFIED URETHANE)	PAV'T MARKINGS (POLYUREA)	PAV'T. MARKING (EPOXY)	PAV'T MARKING (THERMO)	PAVT. MARKING (PAINT)	INST. RAISED PAV'T. MARKERS	SIGNING
\$7,150,000	\$5,575,000	\$19,625,000	\$37,800,000	\$19,550,000	\$4,875,000	\$15,500,000
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WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED UNLIMITED

CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN ISSUED AT SPRINGFIELD, ILLINOIS ON 6/16/2020. THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/16/2020 70 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY

Approved by Engineer of Operations

Engineer of Construction



AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND RoadSafe Traffic System, Inc. FOR Pavement Marking 2021-2023

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 9th day of June, 2021, by and between Village of Orland Park (hereinafter referred to as "VILLAGE") and RoadSafe Traffic Systems, Inc. (hereinafter referred to as "Contractor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Pavement Marking 2021-2023 (hereinafter referred to as "Project"", the "Work", or the "Services").

WITNESSETH:

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

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete the "Scope of Work"

og got forth in

	as i	Set forth in.			
		The Contractor's Proposal/Bid No		, 20	; and/or
	\boxtimes	Village of Orland Park ITB/RFP/Purcha			
		ich is/are attached hereto and made a part			
		e terms, conditions and specifications set			
		d ("ITB") and/or Purchase Order and any o			
	•	y inconsistent terms, conditions, and/or spe	——————————————————————————————————————		•
		y provisions in the Contractor's Propos			
		consistent with any of the same provisions			
		the extent of such conflict or inconsistency	and the terms of the Village's RF	P, ITB, and	1/or Purchase Order
	sha	all control.			
2.	Pay	<u>yment</u> :			
	Δ	<u>Compensation</u> : The Village agrees to pa	y the Contractor as compensation	for all Wo	ork required by this
	1 1.	Agreement as follows:	y the contractor as compensation	TOT UIT VV	one required by time
		the amount(s) set forth on Exhibit A (t	he "Contractor's Proposal"):		
		the amount(s) based upon the Schedule		nihit B attac	ched hereto
		and thereby made a part hereof; and	011000011110000000101111000000000000000		
		a not-to-exceed amount of \$	("Contract Price"	")	
	В.	Invoices: The Contractor agrees to and sh	· ·	,	
		an invoice to the Village upon comple		e of the Wo	ork: or
		invoices for progress payments to the			
		Invoices shall be prepared monthly			
		completed to date by the Contractor		.	
	C.	Payment: Notwithstanding any provision		t Prompt A	ct (50 ILCS 505/1,
		et seq.) (the "Act") to the contrary, the Pa			
		Authorities shall be paid within sixty (60)			
		such sixty (60) day period, an interest pe			
		for each full thirty (30) day period, without			
		day payment period, until final paymen			
		contract	•		

D. <u>Withholding Payment</u>: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at

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

- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
- 3. <u>Performance and Payment Bond</u>: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.
- 4. <u>Contract Documents</u>: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Services as set forth in the Contractor's proposal dated _____ and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
 - Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

- 5. <u>Time is of the Essence</u>; Dates of Commencement and Completion; Progress Reports:
 - A. <u>Time is of the essence in this Contract</u>. The Services to be performed by the Contractor under the Contract Documents shall commence no later than September 1, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than October 29, 2021 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. <u>Progress Reports</u>: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe

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

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

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

13. Insurance:

- A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 13, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
 - (ii) Minimum Scope of Insurance:
 - Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
 - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. <u>Insurance Required</u>: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:
 - (i) Commercial General Liability:
 - (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
 - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
 - (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
 - (Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
 - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v) Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
 - (Required for a general contractor on a building construction project; applicable if box is checked)
- (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000.000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and (Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
- (vii) <u>Umbrella Policy</u>: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
- C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
 - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

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

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

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

14. Indemnity:

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

15. Village Confidential Information:

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

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

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

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

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

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

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

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

25. Standard Specifications:

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

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

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

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

To the Village:

Name: Brian Fei Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462 Telephone: 708-403-6350

Facsimile: 708-403-8798

e-mail: bfei@orlandpark.org

To the Contractor:

Name: Shady Hajjar

Company: RoadSafe Traffic System, Inc.

Address: 12225 Disk Drive

City, State, Zip: Romeoville, IL 60446

Telephone: 815-372-2300 Facsimile: 815-927-0110

e-mail: shajjar@roadsafetraffic.com

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

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

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

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

CONTRACTOR:	_ VILLAGE OF ORLAND PARK			
By:	By:		, Title:	
Name:	Name:		, Title:	
Its and Authorized Agent				
_	ATTEST:			
	EXHIBIT A			
	[ATTACH]			
Scope of Work as set forth in Co	ontractor's Proposal	dated	, 20	
or Village RFP, ITB, and/or Purcha				
	EXHIBIT B			
[ATTA	CH IF REQUIRED]			
Schedule of	Fees dated June 7, 2	2021		

DATE: June 21, 2021

REQUEST FOR ACTION REPORT

File Number: **2021-0456**

Orig. Department: Police Department

File Name: An Ordinance Amending Title 5, Chapter 8 of the Orland Park Village Code with

Regards to Crime Free Housing

BACKGROUND:

On January 18, 2009, the Village Board passed the Crime Free Rental Housing Ordinance. The ordinance regulated the rental housing market and requires the property owners to register their rental properties; attend a training class to familiarize themselves with the ordinance and the best practices for crime free rental housing. It also included provisions to require property owners to address criminal activity in rented units to include eviction of a tenant involved in criminal activity on the property. The ordinance was vetted by the Village with input from the ACLU, Shiver Center on Property Law, and our local realtor's association.

This proposed ordinance amendment deletes the words "on or near the rental unit" and replaces them with the words "within the Village of Orland Park." The current language is ambiguous and open for different opinions on what distance is "near." This amended language provides clarity for both the tenant and property owner pertaining to criminal activity.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to adopt an Ordinance entitled: AN ORDINANCE AMENDING TITLE 5, CHAPTER 8 OF THE ORLAND PARK VILLAGE CODE WITH REGARDS TO CRIME FREE HOUSING.

AN ORDINANCE AMENDING TITLE 5, CHAPTER 8 OF THE ORLAND PARK VILLAGE CODE WITH REGARDS TO CRIME FREE HOUSING

..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 has adopted a scheme of rental registration to provide minimum standards for residential rental housing for the protection of the life, health, welfare, and property of residential rental owners and tenants, as well as that of the general public; and

WHEREAS, the rental requirements apply to all residential rental properties in the Village, including single family homes and multi-unit buildings such as rented townhomes, condominiums, and apartment complexes; and

WHEREAS, the Village deems it to be in the best interest of the public to modify the Village's Crime Free Housing Ordinance in order to clarify the definition of criminal activity that the Crime Free Housing program seeks to prevent.

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 5, Chapter 8, Section 5-8-3-2 (1)(d)(1) of the Orland Park Village Code is amended by deleting the words "on or near the rental unit" and replacing them with the words "within the Village of Orland Park."

SECTION 3:

Title 5, Chapter 8, Section 5-8-3-2 (7)(a) of the Orland Park Village Code is hereby amended by deleting the words "on or near the rental unit" and replacing them with the words "within the Village of Orland Park."

SECTION 4:

Title 5, Chapter 8, Section 5-8-3-2 (7)(b) of the Orland Park Village Code is hereby amended by deleting the words "on or near the rental unit" and replacing them with the words "within the Village of Orland Park."

SECTION 5:

All Ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6:

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7:

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

SECTION 8:

The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

DATE: June 21, 2021

REQUEST FOR ACTION REPORT

File Number: 2021-0452

Orig. Department: Public Works Department

File Name: 21-030 ITB - Silver Lake Water Main Replacement and 82nd Avenue Lining -

Rejection

BACKGROUND:

Christopher B. Burke Engineering Ltd (CBBEL) was selected to design the project and provide bidding documents along with construction oversite of the project.

21-030 Invitation To Bid (ITB) - Silver Lake Water Main Replacement and 82nd Avenue Lining was issued on May 28th, 2021. All documents were advertised on BidNet Direct.

Unknown to Village leadership and staff, CBBEL also posted the bid documents on Quest, another bidding platform used by agencies in order to attract additional bidders. CBBEL assumed that BidNet was directing the bidders to Quest in order to download drawings and specifications. (see enclosure 1 email from CBBEL's Senior Project Manager). The Quest platforms however, did not include all of the Village's required submittal documentation, such as certification of compliance, insurance requirements, and references.

Upon closing of the ITB on June 14, 2021, only one (1) vendor (out of the eight (8) that submitted) had fully downloaded the proposal documents on BidNet Direct and the rest of vendors bidding on the project had used the Quest platform with the missing submittal documentation.

After reviewing options with Klein, Thorpe, and Jenkins, Ltd., the recommendation is to reject all bids as a result of the missing documentation. The project shall be re-advertised in short order and will only be advertised on BidNet.

BUDGET IMPACT:

None.

REQUESTED ACTION:

I move to reject the eight (8) proposals received for 21- 030 RFP - Silver Lake Water Main Improvements and 82nd Avenue Lining.

Joel Van Essen

Subject:

FW: ITB 21-030 Silverlake Water Main

From: James Amelio [mailto:jamelio@cbbel.com]

Sent: Monday, June 14, 2021 2:14 PM

To: Nicole Merced < NMerced@orlandpark.org >

Cc: Ken Dado <kdado@orlandpark.org>

Subject: RE: ITB 21-030 Silverlake Water Main

Hi Nicole,

I was talking with Ken after the bid opening. I think there was some confusion on this. We had posted the bid documents on Quest website, and I was under the assumption that Bid Net was sending all bidders to the Quest website for plans and specification download. We did issue 2 addendums on Quest which all of the bidders today had acknowledged.

For future, if Orland Park is going to publish the plans and specifications on Bid Net, then we should not have anything on Quest. Having it in 2 separate places is an opportunity for something to get missed.

I was unaware of any required submission documents – if you want to pass them along to me, I can have the low bidder complete the information.

Please send along the unit prices submitted at your earliest convenience and I can tabulate and provide a recommendation of award letter. Please advise if you do not want/need a recommendation letter from me.

Regards,

James F. Amelio, PE

Senior Project Manager

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

Phone: (847) 823-0500 Cell: (847) 652-1343 jamelio@cbbel.com







DATE: June 21, 2021

REQUEST FOR ACTION REPORT

File Number: 2021-0106

Orig. Department: Public Works Department

File Name: 2021 Strategic Flow Monitoring - Proposal

BACKGROUND:

In 2015, RJN Group Inc. of Wheaton, Illinois (RJN) was selected through a competitive proposal process to complete the Village's Comprehensive Sanitary Sewer Evaluation Project. An engineering consultant was required to guide the Village through the various technical processes required to conform to new mandates issued by the Metropolitan Water Reclamation District (MWRD) as it relates to the reduction of inflow/infiltration (I/I) into the Village's sanitary sewer system.

The consultant was tasked to "provide assistance in developing and implementing a Village-wide comprehensive sanitary sewer system evaluation & repair program." Section F, in the Village's scope of work, requires the consultant to assist in the establishment of programs, parameters and bid documents for short term and long term operational activities, including but not limited to, manhole inspections, smoke testing, flow monitoring and televising sanitary sewers. In 2020, the Village Board approved an additional five-year contract with RJN to continue assisting the Village with MWRD requirements through 2024. See attached contract.

Village staff determined that a Village-wide flow monitoring program would be beneficial to help guide the Village's Sanitary Sewer Program. Flow monitoring, in short, determines if there are differences in sanitary sewer flows during dry and wet weather conditions. The primary purpose of the flow monitoring project is to provide the Village with a comprehensive and comparative assessment of the sanitary sewers. The attached proposal is for flow monitoring services directly related to the Village's Sanitary Sewer Inflow and Infiltration Capital Improvement Program for the next four (4) years.

For 2021, after discussion with Utility Division staff, RJN has recommended the placement of flow meters at eight (8) locations to further analyze these locations. These locations are listed and shown in Exhibit A of the task order proposal to original contract. By using eight (8) flow meters to monitor the basins in this location, it will provide baseline flow assessment outside the high priority area to determine future need for further evaluation and analysis. Having baseline data for these areas will be beneficial so that future inspections required under the MWRD IICP-Long Term Operation & Maintenance Program (LTOMP) can be quantitatively analyzed for flow reduction, and flow reduction efforts can be quantified following sewer rehabilitation activities in the area. The last Flow Monitoring program took place in 2019 with five (5) meters a total cost of \$44,325.00. The total cost for the recommended eight (8) meters for the 2021 flow monitoring program is \$48,420.00.

BUDGET IMPACT:

There is sufficient funding in the FY21 budget line item 031-6003-470500 to accommodate this work.

REQUESTED ACTION:

I move to approve accepting the task order proposal under the 2020-2024 contract from RJN Group Inc. of Wheaton, Illinois for 2021 Flow Monitoring Services for a cost not to exceed \$48,420.00;

And,

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



AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND RJN Group FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 11th day of June, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and RJN Group (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with 2021 Strategic Flow Monitoring (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1.

2.

ferred to collectively as the "Parties"), the Parties agree as follows:
Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of
Services" as set forth in:
☐ The Consultant's Proposal or Bid No, and dated April 13 th 2021; and/or
Village of Orland Park RFQ/RFP/Purchase Order No
which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project")
The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for
Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and
prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by
the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict
with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall
be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or
Purchase Order shall control.
Payment:
A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as
compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s)
set forth as follows:
the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby
made a part hereof; and
subject to a not-to-exceed amount of \$ 48,420.00("Contract Price")
B. <u>Invoices</u> : The Consultant agrees to and shall prepare and submit:
an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
invoices for progress payments to the Village as hereinafter set forth for Services completed to date
Invoices shall be prepared monthly and shall document the time/hours expended as the Work is
completed to date by the Consultant.
C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS
505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the
Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not
made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid
shall be added for each full thirty (30) day period, without proration, after the expiration of the
aforementioned sixty (60) day payment period, until final payment is made. No other provision of the
Act shall apply to this contract.
D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation

will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the

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

- E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
- 3. <u>Contract Documents</u>: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Services as set forth in the Consultant's proposal dated April 13th, 2021 (Exhibit A)
 - Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

- 4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 - A. <u>Time is of the essence in this Contract</u>. The Services to be performed by the Consultant under the Contract Documents shall commence no later than July 21st 2021 (hereinafter the "Commencement Date"), and shall be completed no later than November 22nd 2021 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. <u>Progress Reports</u>. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).
- 5. <u>Venue and Choice of Law</u>: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and

all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

- 6. <u>Nonassignability:</u> The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
- 7. <u>Notices and Communications:</u> Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Kenneth Dado Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462 Telephone: 708-403-6350 Facsimile: 708-403-8798

e-mail: kdado@orlandpark.org

To the Contractor:

Name: Marissa Villafuerte, P.E. Company: RJN Group Address: 950 Essington Road City, State, Zip: Joliet, Il, 60435 Telephone: 630-682-4700

Facsimile:

e-mail: mvillafuerte@rjnmail.com

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

- 8. <u>Right to Alter Scope of Services Reserved</u>: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
- 9. <u>Control and Inspection of Work:</u> Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
- 10. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s)</u>:
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.

- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. <u>Insurance:</u>

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
 - Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
 - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. <u>Insurance Required</u>: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:
 - (i) Commercial General Liability:
 - (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
 - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
 - (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its

- officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) <u>ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto"</u>: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) <u>Professional Liability:</u>

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) <u>Umbrella Policy</u>:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

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

Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

- L. <u>Notice of Bodily Injury or Property Damage</u>: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. <u>Updated Proof Required</u>: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. <u>Higher and More Expansive Standard Applicable</u>: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

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

- gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
- 16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
- 17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
- 18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
- 19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
- 20. <u>Illinois Freedom of Information Act</u>: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the

requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

- 21. <u>Independent Contractor:</u> It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
- 22. <u>Duration</u>: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
- 23. <u>Advertisement:</u> The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 24. <u>Amendments:</u> No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 25. <u>Termination; Remedies:</u> Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
- 26. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 27. <u>Severability</u>: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 28. <u>Facsimile or Digital Signatures</u>: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 29. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. <u>No Third Party Beneficiaries</u>: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

31. <u>Entire Agreement</u>: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

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

CONSULTANT: RJN Group	VILLAGE OF ORLAND PARK		
By:	By:		
EXHIBIT A [ATTACH] Scope of Work as set forth in Consultant's Proposal dated April 13, 2021 and/or in Village Proposal Number dated			
[ATTA	EXHIBIT B CH IF REQUIRED] hedule of Fees		



April 13, 2021

Mr. Ken Dado Utility Operations Manager Village of Orland Park 15655 S. Ravinia Avenue Orland Park, Illinois 60462

Subject: PROPOSAL FOR VILLAGE OF ORLAND PARK – 2021 STRATEGIC FLOW MONITORING

Dear Mr. Dado:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Orland Park (Village) for a strategic sanitary sewer flow monitoring project.

PROJECT UNDERSTANDING AND APPROACH

Installation and Calibration

RJN field technicians will make an initial site evaluation visit to the targeted 8 meter locations. Meter site investigations are necessary to evaluate hydraulic flow characteristics and sensor application to ensure that conditions are suitable for measuring flow rates accurately. The field crew will also review each site for access, traffic control, and overall site safety considerations. Site investigation results can then be used to determine the optimal location and appropriate flow metering technology for each meter site.

Site investigation reports containing the site information and digital photographs will be prepared for Village's approval prior to the installation of the metering equipment.

RJN's field crews are certified in confined space entry procedures and will complete confined space entry reports before each site visit through the duration of the project.

At the time of installation, manual depth and velocity readings are taken by the field technicians to confirm that the meter is reading accurately and to the manufacturer's operating standards. In addition to the initial calibration, RJN will return within once more during the flow-monitoring period to obtain manual level and velocity readings for calibration and for comparison to the meter collected data. A final set of measurements for calibration will be taken prior to meter removal.

Data Maintenance & Handling

RJN will maintain the data link required for remotely uploading the data from the installed meters. Experienced data analysts will collect, consolidate, process, and perform a cursory review for data continuity and quality throughout the project. Data will be corrected and adjusted according to

calibrations and flow balances among connecting sites. The data will be made available on Clarity by RJN to the Village for viewing.

RJN will utilize a host software support application program for remote wireless flow meter data collection. On a bi-weekly basis, all data recorded and stored in the meter will be collected by the host system. RJN will install, operate, and maintain the telemetry for this system. On a bi-weekly basis, flow meter measurements, battery voltages, and other data entities will be forwarded to the server and immediately posted to the website for viewing by the Village.

The web module software will allow any networked computer (with appropriate authentication) access to the data stored using a common web browser (i.e. Firefox, Google Chrome, etc.). The web module will enable the user to view the data and download the data in Microsoft Excel format. Web module users will not have access to modify the database or any operational setpoints.

Data Analysis

RJN will review the flow monitoring data at least twice a week during the "settling in" period and then once per week thereafter, and rainfall data after receipt. If necessary, during the "settling in" period, crews will obtain necessary calibrations and make efforts to prevent sensor failure, minimize equipment maintenance issues, avoid excessive siltation, and configure the monitoring equipment to capture hydraulic variations or anomalies. The analysis of the data includes the identification of data gaps, hydraulic anomalies, and overall meter performance.

Any equipment service needs will be conveyed to RJN field service crews from our data analysis team. The data will be processed and edited in accordance with field confirmations to produce final data sets for each site. The final data will be posted when completed.

After the flow-monitoring period is complete, the data will be evaluated and used in developing an I/I analysis for the Village. In addition to addressing the results of the flow monitoring, the report will also include recommendations for reducing excess flows. The recommended study plan will help to identify areas of high I/I and provide guidance on determining future long term planning O&M programs for the MWRD IICP.

Recommendations on scheduling and budgeting further studies, including smoke testing, manhole inspections, dyed water flooding, and televising inspection will be included.

Assuring Quality and Safety

RJN is committed to providing **quality** deliverables. RJN's internal quality control (QC) tools within our in-house data management software, as well as our corporate training and QC processes will ensure this project provides value for the Village.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of Orland Park employees and customers is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Included in the certification is confined-space entry training,

temporary traffic control, OSHA 10-hour, fall protection, and many more. Every project follows an RJN Health and Safety Plan (HASP) when completing any field work.

Price and Schedule Summary

This project will be invoiced on a Unit Price and Lump Sum for a total not-to-exceed fee of \$48,420. The project is expected to be completed by December 31, 2021. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A Scope of Services
- Exhibit B Pricing
- Exhibit C Schedule
- Exhibit D Project Map

We are looking forward to the opportunity to work with Village of Orland Park on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact either of us at (630) 682-4700 if you would like to discuss this proposal or have any questions.

Sincerely,

RJN Group, Inc.

Marissa Villafuerte, P.E. Lead Project Engineer

Marissa Villapierte

Michael N. Young, P.E. Principal

Michael M. young



RJN is proposing the following scope of services to conduct the 2021 Strategic Flow Monitoring for the Village of Orland Park.

1. Flow Monitoring

- a. Obtain data from Village-owned and operated rain gauges as available. Provide the rental of two (2) rain gauges to supplement rainfall data for the duration of the project.
- b. Investigate targeted sites for flow meter installation. Determine the meter sites that are hydraulically suitable for flow monitoring. Prepare Site Investigation Reports for approval by Village.
- c. Prepare flow meters and rain gauges for installation. Install 8 Village-owned flow meters at approved locations. Install 2 rain gauges at approved locations.
- d. There will be no spare Village equipment throughout the duration of the project, and this proposal does not include costs for buying and replacing equipment. The Village will cover any cost for repairs of Village-owned metering equipment, meters, sensors, etc.
- e. There are no cellular services for the meters included in this proposal. The Village will active the two remaining meters that need cell service activation as well as cover all costs for continuation of cellular service for all 8 meters in the fleet.
- f. During installation, calibrate each flow meter by taking manual depth and velocity measurements and comparing with meter readings.
- g. Provide standard traffic control measures (portable signs and cones) at each site in or near a roadway. If a higher level of traffic control is required, RJN crews will contact Village staff and request traffic control assistance.
- h. Prepare the host system for handling the flow data and posting the data for viewing and access by Village staff. Review the data at least twice per week during the "settling in" period, once per week thereafter, and report any equipment service needs to the field crews.
- i. Provide flow meter and rain gauge maintenance as necessary to keep equipment in proper operation for the duration of the monitoring period. Calibrate each meter once within the flow monitoring period. Utilize the calibrations to adjust the data and prepare final data sets.
- j. Procure spare parts, such as batteries, antennas, and bands, as needed to keep flow meters and rain gauges working and within operating standards.
- k. Perform final calibration measurements at each site and remove the flow meters and rain gauges. Uninstall, sanitize & pack-up the flow meters for storage until next usage.
- Process the collected raw data. Analyze the processed data for wet- and dry-weather flow patterns. Create hydrographs for each meter and determine wet-weather peaking factors at standard storm recurrence and durations for each basin.
- m. Perform an inflow and infiltration analysis, including:
 - i. Inflow peaking factors;

- ii. Regression analysis for peaking factor prediction;
- iii. Scatter graphs and hydrographs; and
- iv. Capacity analysis including downstream control and surcharging assessment.
- n. Provide the following information for the summary report:
 - i. Details on each flow meter and rain gauge location;
 - ii. Summary of the flow and rainfall data collected;
 - iii. Conclusions from the flow metering, including evidence of downstream control, hydraulic bottlenecks, and levels of infiltration and inflow (I/I);
 - iv. Adequacy of the existing system to handle existing flows; and
 - v. Recommendations for the MWRD IICP as part of long-term O&M program.
- o. Consolidate information and prepare a summary report to Village outlining results and recommendations. Provide a pdf of the summary report and an electronic deliverable containing all digital documents and processed flow-monitoring data.
- p. Provide project management services for the duration of the project. Attend one meeting with Village staff.

Items Requested from the Village

- 1. Access to the Village's sanitary sewer system and flow monitoring equipment for installation and maintenance of the five flow meters throughout the duration of the project.
- 2. Access for locations to install two (2) temporary rain gauges for the duration of the monitoring period.
- 3. Access to the Village's five rain gauges for periodic data deliveries from Village for each rain gauge, at 5-minute interval data, at a minimum.
- 4. Assistance with traffic control where needed in high traffic locations.
- 5. If needed, the cost of repairs to equipment
- 6. The activation of cellular service for the meters



Pricing Terms for Invoicing: Lump Sum and Unit Rate

Not-To-Exceed Total Cost: \$48,420

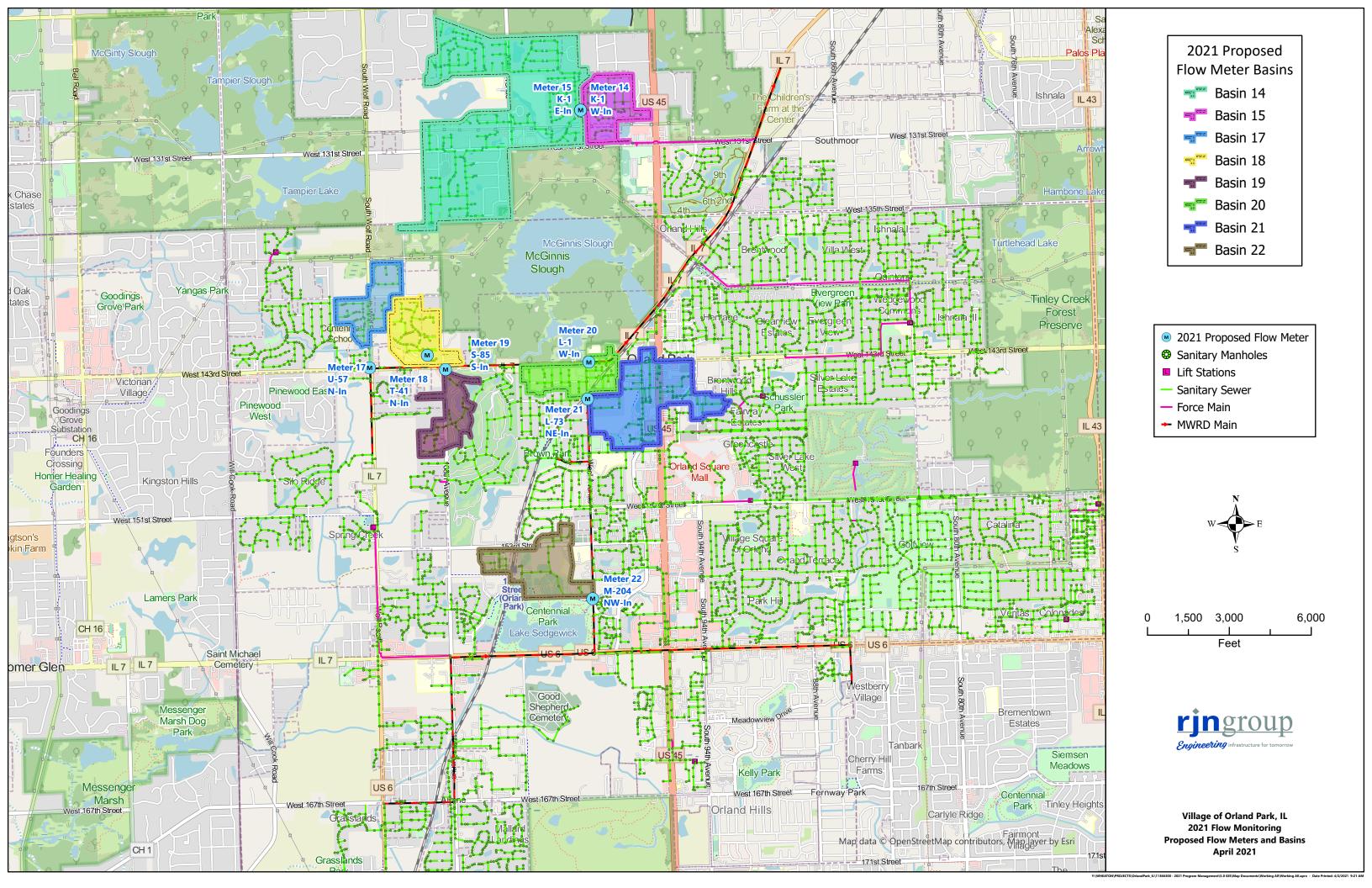
Task #	Task	Quantity	Unit	\$/Unit		Total	
1001	Site Investigation	8	Each	\$	600	\$	4,800
1002	Meter Preparation and Installation	8	Each	\$	950	\$	7,600
1003	Meter Maint, Cal, and DA	24	Meter*Month	\$	680	\$	16,320
1004	Meter Removal, Cleaning, Packaging	8	Each	\$	450	\$	3,600
1005	Rain Gauge Preparation and Installation	2	Each	\$	500	\$	1,000
1006	Rain Gauge Maintenance	6	Gauge*Month	\$	250	\$	1,500
1007	I/I Analysis, Recommendatinos, Summary Report	1	Lump Sum	\$ 1	0,000	\$	10,000
1008	Project Management and Meetings	1	Lump Sum	\$	3,600	\$	3,600
			<u> </u>	TC	TAL:	\$	48,420



RJN is prepared to start work immediately upon an Agreement. The key schedule parameters for this project are as follows:

- The site investigations will begin within two weeks of a notice to proceed.
- Flow meters will be installed within two weeks of site investigations.
- The flow monitoring period will begin after the last meter is successfully installed.
- The flow monitoring period is 3 months.
- The summary report will be submitted to Village within three months of the end of the flow-monitoring period.





CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0900 Innoprise Contract #: C20-0027

Year: 2020-2024 Amount:

Department: PW - Ken Dado

Contract Type: Professional Engineering

Contractors Name: RJN Group

Contract Description: Comprehensive Sanitary Sewer Evaluation 2020-2024

MAYOR Keith Pekau

VILLAGE CLERK John C. Mehalek

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



TRUSTEES

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

March 13, 2020

Mr. Joseph Sullivan RJN Group, Inc. 175 McDonald Avenue, Suite B Joliet, Illinois 60431

NOTICE TO PROCEED - Comprehensive Sanitary Sewer Evaluation 2020-2024

Dear Mr. Sullivan:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of February 24, 2020.

Please contact Ken Dado at 708-403-6107 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated February 19, 2020 in an amount not to exceed annual Board approved budgeted amounts. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski

Purchasing & Contract Administrator

Encl:

cc: Bill Cunningham

Ken Dado

MAYOR Keith Pekau

VILLAGE CLERK John C. Mehalek

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



TRUSTEES

Kathleen M. Fenton

James V. Dodge

Daniel T. Calandriello

William R. Heoly

Finance Department

VILLAGE HALL

February 19, 2020

Mr. Joseph Sullivan RIN Group, Inc. 175 McDonald Avenue, Suite 5 Joliet, Illinois 60431

RE: Notice of Award - Comprehensive Sanitary Sewer Evaluation 2020-2024

Dear Mr. Sullivan:

This notification is to inform you that on January 6, 2020 the Village of Orland Park Board of Trustees has approved your proposal for Comprehensive Sanitary Sewer Evaluation 2020-2024 submitted December 25, 2019

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 4, 2020.

- Attached is the Contract for Comprehensive Sanitary Sewer Evaluation 2020-2024. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Also enclosed are the Certificate of Compliance and Insurance Requirements. Please complete and return them directly to me.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional Insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter when you are in full compliance with this process. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Purchasing & Contract Administrator

Bill Cunningham cc: Ken Dado



Comprehensive Sanitary Sewer Evaluation 2020-2024 Professional Engineering Services

This Agreement (hereinafter referred to as the "Agreement") is made this 19th day of February, 2020 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and RJN GROUP, INC. (hereinafter referred to as the "ENGINEER").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the ENGINEER (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

- This Agreement
- Exhibit A Professional Engineering Services General Terms and Conditions
- The Proposal(s) for the Project(s) authorized under this Agreement as it is responsive to the VILLAGE's requirements
- Certificate of Compliance
- Certificates of Insurance

<u>SECTION 2: SCOPE OF SERVICES AND PAYMENT:</u> The ENGINEER agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

- A. Continue the 2015-2019 program of assisting the Village of Orland Park in developing a Sewer System Condition Assessment within the high priority area and completing the Short Term Requirements Annual Summary Report.
- B. Assist the Village of Orland Park in the Sanitary Sewer System Rehabilitation Program including Manhole Rehabilitation and Cleaning & Televising. Utilize assessment data to identify rehabilitation needs and high priority deficiencies. Development of a Capital Improvement Program (CIP) based on the severity of the condition.
- C. Implement and submit to MWRD for a Private Sector Program (PSP) that addresses disconnection of direct and indirect cross-connections identified during inspections and repairs to service laterals.
- D. Update/revise the submittal to MWRD of the Village's Long Term Operations & Maintenance (O&M) Program conforming to Section §805 of the MWRD Watershed Management Ordinance.

E. Public Outreach/Notification Campaign: Due to the highly visible nature of this type of work, Engineer will assist staff with creating and maintaining an effective public outreach campaign that will consist of the following:

- Pre-Project campaign to notify citizens educating them of upcoming testing/work
- 2. Web based information, notifications and educational material
- 3 Scheduled mailings and for handouts
- 4. Reminder information by neighborhood or designated work area
- 5. Brochures, pamphlets and targeted neighborhood correspondences

F. Continue to assist with programs, parameters and bid documents for short term and long term operational activities including but not limited to:

- 1. Manhole Inspections
- 2. Smoke Testing
- 3. Flow monitoring
- 4. Televising sanitary sewers

(hereinafter referred to as the "SERVICES"). SERVICES shall be assigned, quoted and approved at various times throughout the term of this contract and the VILLAGE agrees to pay the ENGINEER pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

FEES and REIMBURSABLE EXPENSES not to exceed agreed upon cost per assigned SERVICE.

Projects/Services shall be determined based upon Village of Orland Park Board of Trustee approved dollar amounts per fiscal year:

\$70,000 FY 2020;

\$70,000 FY 2021;

\$75,000 FY 2022;

\$75,000 FY 2023;

\$80,000 FY 2024

SECTION 3: ASSIGNMENT: ENGINEER shall not assign the duties and obligations involved in the performance of the SERVICES which is the subject matter of this Agreement without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon execution of each proposal and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. This agreement shall terminate upon completion of all SERVICES or December 31, 2024, whichever occurs first; however it may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice.

<u>SECTION 5: INDEMNIFICATION AND INSURANCE:</u> The ENGINEER shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the ENGINEER, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of

the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The ENGINEER shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the ENGINEER shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Agreement by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the ENGINEER in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: ENGINEER hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the ENGINEER and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The ENGINEER shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. ENGINEER and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. ENGINEER and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The ENGINEER shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the SERVICES.

<u>SECTION 7: NOTICE:</u> Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of

receipt, to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173

Facsimile: 708-403-9212

e-mail: ddomalewski@orlandpark.org

To the ENGINEER:

Joseph M. Sullivan Project Manager

175 McDonald Avenue, Suite 5

Joliet, Illinois 60431 Telephone: 630-346-2877 Facsimile: 630-682-4754 e-mail: jsullivan@rjnmail.com

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ENGINEER'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

<u>SECTION 9: PAYMENTS TO OTHER PARTIES:</u> The ENGINEER shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

<u>SECTION 10: COMPLIANCE:</u> ENGINEER shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify, defend and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

<u>SECTION 12: LAW AND VENUE:</u> The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

<u>SECTION 14: COUNTERPARTS</u> This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: VILLAGE OF ORLAND PARK

By: (JEDGGE, MOCZLIAM

Print Name

Date: 2-25-20

FOR: RJN GROUP

Print Name: ///ichce/

2/21/20



PROFESSIONAL ENGINEERING SERVICES GENERAL TERMS AND CONDITIONS

- 1. Relationship Between Engineer and Village: The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
- 2. Responsibility of the Engineer: Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

- Changes: Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
- 4. <u>Suspension of Services</u>: Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will

1

not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. <u>Documents Delivered to Village</u>: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the Involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction Industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

- 8. <u>Successors and Assigns:</u> The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
- 9. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or he deamed to waive at a factorial for the particular instance.
- 10. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 11. <u>Amendment:</u> This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties.
- 12. Changes in the Work: All changes in the WORK must be requested by Engineer and approved by the Village via an Authorization to Proceed document bearing the signature of the Village Manager. Any change order or series of change orders that increase or decrease the base contract value by \$10,000 or more, or that increases or decreases the Contract duration beyond the approved project schedule must be accompanied by a written request from Engineer justifying the additional cost or change in schedule. Within an agreed upon period of time, Village will provide a response to Engineer's Change Order or Time request by providing a determination signed by the Village or its designee finding that the change requested was not reasonably foreseeable at the time the contract was signed, the change is germane to the contract or the change is in the best interest of the Village. Any change increasing the original contract value by fifty percent (50%) or more must be re-bid by the Village as required by law. Authorization to spend the Board approved contingency amount must be preapproved by the Village per the Request for Change Order form (Exhibit A of the contract documents).
- 13. <u>Severability of Invalid Provisions:</u> If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 14. <u>Force Majeure:</u> Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 15. <u>Subcontracts:</u> Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
- 16. Access and Permits: Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having

jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.

- 17. <u>Designation of Authorized Representative</u>: Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 18. <u>Village's Responsibilities:</u> The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

- 19. Information Provided by Others: The Engineer shall indicate to the Village the Information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.
- 20. <u>Terms of Payment:</u> Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
- 21. <u>Hazardous Materials/Pollutants:</u> Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.

- 22. Attorney's Fees: In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
- 23. <u>Insurance:</u> The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer with coverage minimum and from insurance providers is as in place with Village requirements.
- 24. <u>Electronic Transmissions</u>: The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by e-mail or facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by e-mail or facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that an e-mail or facsimile transmission was used.
- 25. <u>Certifications, Guarantees and Warranties:</u> Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

By: Michael M. Young 2/21/20

Date

Print Name & Title: Michael W. Young Series Vice President

VILLAGE OF ORLAND PARK

Print Name & Title: George Koczwara, Village Manager



December 25, 2019

Mr. William D. Cunningham Assistant to the Public Works Director Village of Orland Park 15655 Ravinia Avenue Orland Park, Illinois 60462

SUBJECT: PROPOSAL FOR PROGRAM MANAGEMENT & COMPLIANCE WITH MWRD

I/I CONTROL PROGRAM - VILLAGE OF ORLAND PARK (FY- 2020 TO 2024)

Dear Mr. Cunningham:

RJN Group, Inc. (RJN) is pleased to submit this proposal to provide Professional Engineering Services to assist the Village of Orland Park (Village) in meeting the requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration/Inflow (I/I) Control Program.

RJN is a civil engineering and field services firm that specializes in inspecting, studying, analyzing, and designing sewer collection systems. We have worked with over 40 MWRD communities and have evaluated over a quarter-billion feet of sewers in our 44-year history.

PROJECT UNDERSTANDING AND APPROACH

On July 10, 2014, MWRD adopted Article 8 of the Watershed Management Ordinance (WMO) that outlines the requirements of the new I/I Control Program that applies to all separate sanitary sewer systems tributary to MWRD. Also, in 2014, RJN submitted a Statement of Qualifications (SOQ) to the Village of Orland Park for Professional Consulting Services for Sanitary Sewer Investigations, Rehabilitation and Program Management. Following the submittal and interview process, RJN was selected by the Village for this work and has been the Village's sanitary sewer consultant for the first 5-years of this mandated program, bringing the Village into compliance. This proposal represents the renewal for the next 5-years of the program also referred to as the Long-Term Program which is a continuation of the first 5-years of the program.

The proposed scope of services will keep the Village in compliance with the new MWRD requirements.



Page 2 William D. Cunningham December 25, 2019

SCOPE OF SERVICES

Our proposed scope of services for 2020 is as follows:

A. Manhole Rehabilitation Program 2020

RJN will assist with the bidding and construction oversight for the Village's 2020 sanitary manhole rehabilitation project and prioritize repairs in advance of the 2020-2024 Village roadway rehabilitation programs. High Priority Manhole repairs are required to be fixed within 1-3 years of identification as part of the MWRD program.

B. Cleaning & Televising Program 2020

RJN will aid with the cleaning & televising program management for the Village's 2020 cleaning & televising program. RJN will observe onsite progress, review pay applications and ensure the TV contractor is meeting the terms of the contract with the Village. In addition, RJN will work with the Village to determine the extents for future cleaning & televising program areas.

C. Sewer Televising Review & Recommendations

RJN will review sewer televising data and prioritize emergency repairs village wide and in advance of the 2020-2024 Village roadway rehabilitation programs. System wide rankings of televising data will include providing exhibits showing operational and maintenance issues such as grease, roots and areas needing heavy cleaning as well as structural issues such as collapsed pipes, fractured pipe, or sewers in need of immediate repair.

RJN will review sewer televising videos using PACP-certified personnel and provide data analysis as follows:

- Compile & review TV data in an Excel sheet and develop a complete list of recommendations;
- 2. Incorporate results/recommendations into GIS;
- 3. Assign an estimated flow value to pipe segments; and
- 4. Provide an estimate of associated cost for pipe segments recommended for rehabilitation.

D. Private Sector Program (PSP) Implementation

This phase is the continued development of the actual plan where RJN will work with the Village to implement the components of the PSP including but not limited to, private property inspections, private sector disconnection mailings and meetings with staff and/or elected officials to discuss the approach to the PSP and commitment to the LTOMP.



Page 3 William D. Cunningham December 25, 2019

E. Long Term Operation & Maintenance Program (LTOMP) Implementation

This phase is the continued development of the actual plan where RJN will work with the Village to implement the components of the LTOMP including but not limited to selection of the next 10% of the sewer system to be investigated and rehabilitated, but also providing insight into future study areas, planning, maintenance, ordinance updates and strategies for improving the overall operation of the Villages sewer system.

F. MWRD Submittals & Compliance

Provide professional assistance to the Village for all required MWRD reporting and compliance including but not limited to:

- Complete the Annual Summary Report and Sanitary Sewer Overflow (SSO) and Basement Backup (BB) Reporting
- Provide two draft copies of all forms for Village staff review prior to submittal to MWRD and Provide a final set of all forms for Village signature and submit to MWRD.
- Provide Notice of Request for Inspection (NRI) forms completed and submitted for sewer system rehabilitation projects

G. Program Management, Planning & Meetings

This task provides for program and project management costs for the 2020 program. In addition to general program management tasks, this task also provides for the planning of the 2021 program as well as long range planning that will be important for the Village. This task also includes the regular project meetings, and any annual Public Works Committee or Village Board Meetings.

H. GIS Assistance & Map Updates

This task is for assistance with various Village-requested GIS tasks throughout the duration of the 2020 program. Potential areas of assistance may include:

- 1. Addition of manholes located during field investigations;
- 2. Updating of manhole location as applicable;
- 3. Removal of manholes confirmed by televising to not exist;
- 4. Updating connectivity and flow direction as applicable;
- 5. Syncing attribute data tables from field investigations & rehabilitations to Village base layers;
- Performing updates to GIS asset information as collected during field investigations;
- 7. Providing periodic GIS data cleanup as necessary.



Page 4 William D. Cunningham December 25, 2019

I. On-Call / Other Tasks Requested

This task is for assistance with various Village-requested tasks throughout the duration of the 2020 program. Potential areas of assistance may include work order management, flow meter data analysis, investigations due to heavy rains or sewer backups and management of flow meter equipment.

SCHEDULE

Available to begin upon a notice to proceed from the Village. Some completion milestones based on MWRD requirements are shown below:

- December 31, 2019: Private Sector Program (PSP) & Long-Term Operation & Maintenance Program (LTOMP) submittals
- February 17, 2020: Submit draft Annual MWRD submittal package for Village review
- March 1, 2020: Submittal final Annual MWRD submittal package to Village for signature and submittal

PROPOSED FEE

The proposed Scope of Services will be invoiced on a time and materials basis annually for fiscal years 2020 - 2024 and will consist of a variety of tasks.

The following is a general list of plausible tasks to be performed under the 2020 Consulting Engineering Services for the Annual Orland Park program management & Compliance with MWRD I/I Control Program.

<u>Task</u>	<u>Fee</u>
Manhole Rehabilitation Program 2020	\$11,500
Cleaning & TV Program 2020	\$9,500
Sewer TV Review & Recommendations	\$10,000
Private Sector Program Implementation	\$5,000
Long Term O&M Implementation	\$5,000
MWRD Submittals & Compliance	\$4,500
PM, Planning & Meetings	\$12,000
GIS Assistance & Map Updates	\$3,000
On-Call / Other Tasks Requested	\$9,500
Total FY-2020	\$70,000



Page 5 William D. Cunningham December 25, 2019

At the completion of program management tasks for each fiscal year and with each annual renewal, RJN will submit an updated summary of tasks outline and updated rate schedule for the upcoming fiscal year. The proposed 5-Year renewal program management fees are as follows:

	<u>FY -</u> 2020	<u>FY -</u> 2021	<u>FY -</u> 2022	<u>FY -</u> 2023	<u>FY -</u> 2024
Program					
Management	\$70,000	\$70,000	\$ <u>7</u> 5,000	\$ <i>7</i> 5,000	\$80,000

2020 LABOR RATE SCHEDULE

Our standard rate schedule is provided below, and will be valid for contracts signed through December 31, 2020:

Classification	Hourly Rate
Program Director	\$205/hour
Senior Project Manager	\$185/hour
Project Manager	\$165/hour
Senior Project/Resident Engineer	\$135/hour
Project/Resident Engineer	\$130/hour
Engineer Intern	\$110/hour
GIS Specialist	\$95/hour
Data Manager	\$85/hour
Field Manager	\$85/hour
Field Technician	\$75/hour
Clerical/Administrative	\$75/hour

It is our pleasure to submit this proposal to the Village of Orland Park. Please feel free to contact either of us at (630) 682-4700 if you would like to discuss this proposal in detail or if you have any questions.

Sincerely,

RJN Group, Inc.

Joseph M. Sullivan Project Manager Michael N. Young, P.E.

Michael M. young

Principal



The undersigned Michael N. Young, as Senior Vice President (Enter Name of Person Making Certification) (Enter Title of Person Making Certification)	+
and on behalf of RJN Grup, Inc. , certifies that: (Enter Name of Business Organization)	נונ
1) BUSINESS ORGANIZATION:	
The Proposer is authorized to do business in Illinois: Yes [] No []	
Federal Employer I.D.#: 36 - 283 8939 (or Social Security # if a sole proprietor or individual)	
The form of business organization of the Proposer is (check one):	
Sole Proprietor Independent Contractor (Individual) Partnership LLC X Corporation III nois July 1 1975	
(State of Incorporation) (Date of Incorporation)	

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [No []

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

3) SEXUAL HARRASSMENT POLICY: Yes [X] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act (Illinois Human Rights Act) (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] No []

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

Proposer shall: (1) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal apportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbalim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes [X] No []

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish an of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Michael N. Young Name of Authorized Officer

Senior Vice President

Title

2/21/20



WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 - Each Accident \$500,000 - Policy Limit \$500,000 Fach Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 - Combined Single Limit Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY Occurrence basis)

\$1,000,000 - Each Occurrence \$2,000,000 - General Aggregate Limit \$1,000,000 - Personal & Advertising Injury \$2,000,000 - Products/Completed Operations Aggregate Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 - Each Occurrence \$2,000,000 - Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds In regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 21 St DAY OF February 2020

Michael M. Going

Signature

Michael W. Ying

Printed Name & Title Press ident

Name of Company

Senton Vice Press ident



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard	CONTACT CSU Chicago PHONE [AC, No, Ext); 312-922-5000 FAX (A/C, No):	
Chicago IL 60604	ADDRESS: csuchicago@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Fire Insurance Company	19682
INSURED RJNGROU	INSURER B: Hartford Accident and Indemnity Company	22357
RJN Group Inc. 200 W. Front Street	INSURER C: Hartford Casualty Insurance Company	29424
Wheaton IL 60187	INSURER D:	
	INSURER E :	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1997438948 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

	CLL	ISIONS AND CONDITIONS OF SUCH I							
INSR LTR		TYPE OF INSURANCE	addl Insd	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	Χ	COMMERCIAL GENERAL LIABILITY			B3UUNAJ1317	8/1/2019	8/1/2020	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
ľ								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			83 UEN AJ1418	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	S
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY (NJURY (Per accident)	\$
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									5
C	Χ	UMBRELLA LIAB X OCCUR			83 XHU EB9244	8/1/2019	8/1/2020	EACH OCCURRENCE	\$ 5,000,000
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Α		KERS COMPENSATION			83 WE PL1585	8/1/2019	8/1/2020	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	s 500,000
	(Mar	idatory in NH)	11.75					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If ye	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Comprehensive Sanitary Sewer Evaluation 2020-2024

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are included as additional insureds under General Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions.

A waiver of subrogation applies under General Liability and Workers Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

CERTIFICATE HOLDER	CANCELLATION
Village of Orland Park Attn: Mr. Ken Dado	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
14700 S. Ravinia Avenue Orland Park IL 60462	Authorized Representative

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in lie					
PRODUCER	CONTACT Willis Towers Watson Certificate Center				
Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc	PHONE [A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378				
c/o 26 Century Blvd P.O. Box 305191	E-MAIL ADDRESS certificates@willis.com				
	INSURER(S) AFFORDING COVERAGE NAIC #				
	INSURER A: Allied World Surplus Lines Insurance Compa 24319				
NSURED	INSURER B:				
RJN Group, Inc.					
200 West Front Street Wheston, IL 60187 USA	INSURER C:				
WURSCOU, II BOIS! USA	INSURER D:				
•	INSURER E:				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER: W1546	REVISION NUMBER: W HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD				
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR COND CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AF EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY	ITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS FORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, HAVE BEEN REDUCED BY PAID CLAIMS.				
NSR TYPE OF INSURANCE INSD WVD POLICY NUM	POLICY EFF POLICY EXP LIMITS ER (MM/DD/YYYY) (MM/DD/YYYY) LIMITS				
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE \$				
CLAIMS-MADE OCCUR	OAMAGE TO RENTED PREMISES (Ea occurrence)				
	MED EXP (Any one person) \$				
	PERSONAL & ADV INJURY \$				
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$				
POLICY PRO- LOC	PRODUCTS - COMP/OF AGG \$				
OTHER:	\$				
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident)				
ANY AUTO	BODILY INJURY (Per person) \$				
OWNED SCHEDULED	BODILY INJURY (Per acadent) \$				
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AND EMPLOYERS' LIABILITY					
ANYPROPRIETOR/PARTNER/EXECUTIVE N/A	E.L. EACH ACCIDENT \$				
(Mandatory in NH) If yes, describe under	E.L. DISEASE - EA EMPLOYEE \$				
DÉSCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$				
A Professional Liability 0309120					
	Aggregate \$3,000,000				
	Retro Active Date 08/01/1994				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Comprehensive Sanitary Sewer Evaluation 2020-2024.					
CERTIFICATE HOLDER	CANCELLATION				
William of Oaland Park	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Village of Orland Park	AUTHORIZED REPRESENTATIVE				
Attn: Mr. Ken Dado 14700 S. Ravinia Avenue	1 1 1 1				
Orland Fark, IL 60462	De Quelow				
The state of the s					

DATE: June 21, 2021

REQUEST FOR ACTION REPORT

File Number: 2020-0639

Orig. Department: Development Services Department

File Name: LaGrange Square - Ordinance Granting an Amendment to a Special Use Permit for

a Planned Development with Modifications to the Land Development Code

BACKGROUND:

On December 21, 2020, the Village Board of Trustees approved a Special Use Permit Amendment to the Orland Square Planned Development (Ordinance No. 468) to allow for a Planned Development with a total of four (4) buildings and to allow for three (3) restaurants with drive-through facilities in the COR Mixed-Use District, Site Plan, Landscape Plan, Elevations, and Subdivision for LaGrange Square located at 45 Orland Square Drive.

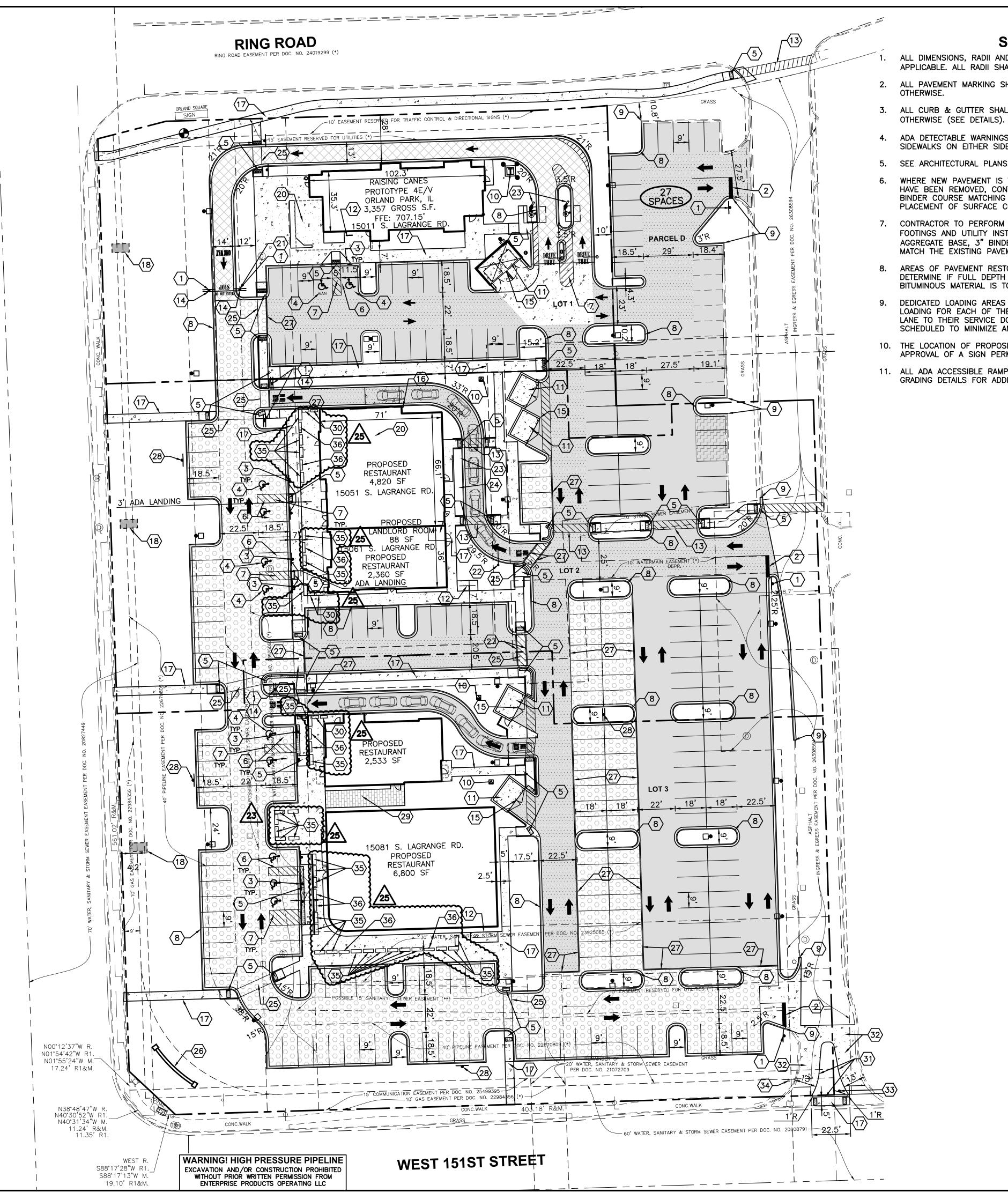
The proposed site plan consists of a total of five (5) restaurants within four (4) buildings, three (3) restaurant drive-through lanes, a total of two-hundred (200) parking spaces, and new landscape areas. The existing lot is to be subdivided into three (3) lots. As part of the project, a modification to the Land Development Code was approved to allow for a drive-through facility and parking lots to be located within the setback areas between the building façades and the streets (Section 6-210.F.4).

The Ordinance for Granting an Amendment to the Special Use Permit for a Planned Development with Modifications is now before Village Board of Trustees for consideration.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adopt an Ordinance entitled: ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE - LAGRANGE SQUARE (45 ORLAND SQUARE DRIVE).



SITE NOTES

- ALL DIMENSIONS, RADII AND COORDINATES ARE TO BACK OF CURB WHERE APPLICABLE. ALL RADII SHALL BE 4' UNLESS INDICATED OTHERWISE.
- ALL PAVEMENT MARKING SHALL BE YELLOW IN COLOR UNLESS INDICATED
- 3. ALL CURB & GUTTER SHALL BE STANDARD PITCH B6.12, UNLESS NOTED
- 4. ADA DETECTABLE WARNINGS/TRUNCATED DOMES TO BE PROVIDED AT SIDEWALKS ON EITHER SIDE OF EACH DRIVEWAY CROSSING.
- 5. SEE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
- WHERE NEW PAVEMENT IS TO BE PLACED OVER CURBED ISLANDS THAT HAVE BEEN REMOVED, CONTRACTOR TO PROVIDE AGGREGATE BASE & BINDER COURSE MATCHING THE EXISTING PAVEMENT SECTIONS PRIOR TO PLACEMENT OF SURFACE COURSE.
- CONTRACTOR TO PERFORM PAVEMENT RESTORATION FOR ALL BUILDING FOOTINGS AND UTILITY INSTALLATIONS. CONTRACTOR TO PROVIDE 8" AGGREGATE BASE, 3" BINDER COURSE, AND 1.5" SURFACE COURSE OR MATCH THE EXISTING PAVEMENT SECTION, WHICHEVER IS GREATER.
- AREAS OF PAVEMENT RESTORATION SHALL BE PROOF ROLLED TO DETERMINE IF FULL DEPTH RESTORATION IS REQUIRED OR IF ONLY THE BITUMINOUS MATERIAL IS TO BE REPLACED.
- DEDICATED LOADING AREAS HAVE NOT BEEN IDENTIFIED ON THE SITE. THE LOADING FOR EACH OF THE TENANTS WILL OCCUR IN THE ADJACENT DRIVE LANE TO THEIR SERVICE DOORS. THE TIMING OF DELIVERIES WILL BE SCHEDULED TO MINIMIZE ANY CONFLICTS WITH CUSTOMER TRAFFIC.
- 10. THE LOCATION OF PROPOSED MONUMENT SIGNS IS SUBJECT OT THE APPROVAL OF A SIGN PERMIT.
- 11. ALL ADA ACCESSIBLE RAMPS TO HAVE DEPRESSED CURBS REFER TO GRADING DETAILS FOR ADDITIONAL INFORMATION.

SITE KEY NOTES

DESCRIPTION

"STOP" SIGN, R1-1

24" WIDE STOP BAR, TRAFFIC WHITE PAINT

ACCESSIBLE PARKING SIGN

ACCESSIBLE PARKING SYMBOL

ACCESSIBLE RAMP WITH DETECTABLE WARNING

ACCESSIBLE PARKING SPACES & THEIR ACCESS AISLES SHALL BE 2% MAX. SLOPE IN ALL DIRECTIONS

PAINT 4" WIDE STRIPES @ 2'-0" O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT

CURB AND GUTTER

BEGIN/END PROPOSED CURB AND GUTTER. SAWCUT EXISTING CURB TO PROVIDE CLEAN CONSTRUCTION JOINT.

CONCRETE TRANSFORMER PAD

DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)

BICYCLE RACK

CROSSWALK, PAINT 12~4" WIDE STRIPES AT 2' O.C. CENTERED ON ENTRY, TRAFFIC WHITE PAINT

"DO NOT ENTER" SIGN

"NO PARKING" SIGN

CONCRETE BOLLARDS

CONCRETE WALK

MONUMENT SIGNS (SEE ARCHITECTURAL PLANS)

CROSSWALK PAVERS

OUTDOOR SEATING AREA

LEFT TURN ONLY SIGN

CLEARANCE BAR

ORDER BOARD

MENU BOARD

DECORATIVE CROSSWALK PAVERS

PROPOSED ENTRY FEATURE (SEE ARCHITECTURAL PLANS)

6-INCH WIDE CONCRETE RIBBON SEPARATING THE PERMEABLE

PAVERS FROM THE ASPHALT PAVEMENT

PERMEABLE PAVER SIGN (SEE DETAILS SHEET C604)

BRICK PAVER SIDEWALK

FOR DETAIL

CORTEN STEEL BOX BX_C 481824 PLANTER. SEE SHEET C501 FOR DETAIL

RECONSTRUCT CONCRETE BARRIER MEDIAN, 6" TALL

RESURFACE EXISTING CONCRETE PAVEMENT

RELOCATE "DO NOT ENTER" & 'NO LEFT TURN' SIGN

KEEP EXISTING "STOP" & "NO LEFT TURN" SIGN. ADD "RIGHT TURN ONLY" SIGNAGE.

CORTEN STEEL BOX BX_C 722436 PLANTER. SEE SHEET C501

CORTEN STEEL BOX BX_C 721824 PLANTER. SEE SHEET C501

SITE LEGEND

INDICATES LIGHT DUTY PAVEMENT-SEE DETAILS FOR PAVEMENT COMPOSITION INDICATES HEAVY DUTY PAVEMENT-SEE DETAILS FOR

PAVEMENT COMPOSITION INDICATES NEW CONCRETE PAVEMENT/SIDEWALK-SEE DETAILS FOR PAVEMENT COMPOSITION

INDICATES BRICK PAVERS PAVEMENT (SEE SHEET C300 FOR BMP AREAS)

STAMPED COLORED CONCRETE

□ □ □ □ LIGHT POLES

EXISTING CURB AND GUTTER PROPOSED STANDARD CURB AND GUTTER

PROPOSED REVERSE PITCHED CURB AND GUTTER — — — PROPERTY BOUNDARY



BENCHMARK (♠):

THE BASIS OF ELEVATIONS HEREON IS NAVD 88 PER OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK. IRON PIPE IN CONCRETE FOUND - SEE DRAWING FOR

ELEVATION = 706.60

LOCATION. THE EXISTING CONDITIONS SHOWN ARE BASED UPON A SURVEY PREPARED BY WOOLPERT AND DATED GRAPHIC SCALE IN FEET 05/31/19.

SHARED PARKING WITH PARCEL D (3 SPACES)

DATI DES. DR. CKD

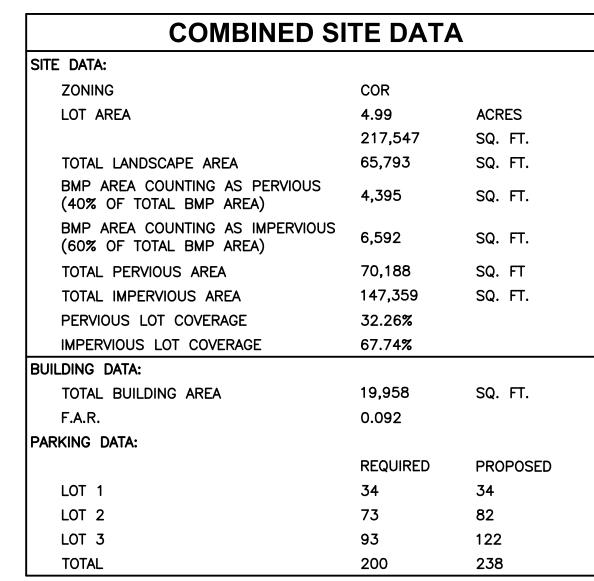
SIT

ONE-CALL SYSTEM

Simply Call 811

HEET NO.

C200



LOT 1 S	ITE D	ATA		
SITE DATA: 15011 SOUTH LAGRANGE ROAD				
ZONING	COR			
LOT AREA	1.07	ACRES		
	46,623	SQ. FT.		
LANDSCAPE AREA	17,872	SQ. FT.		
GREEN SPACE LOT COVERAGE	38.3%			
PERMEABLE PAVEMENT STORAGE AREA	0	SQ. FT.		
PERVIOUS LOT COVERAGE	78.3%			
IMPERVIOUS LOT COVERAGE	61.7%			
BUILDING DATA:				
RESTAURANT BUILDING AREA	3,357	SQ. FT.		
F.A.R.	0.076			
PARKING DATA:				
PARKING SPACES REQUIRED	3,357 S	F (10/1000 SF) = 34		
PARKING SPACES PROVIDED	34			
BICYCLE SPACES REQUIRED	4			
BICYCLE SPACES PROVIDED	5			
STACKING REQUIRED	7			
STACKING PROVIDED	13			
BUILDING SETBACK DATA:				
LAGRANGE ROAD REQUIRED	25'			
LAGRANGE ROAD PROVIDED	122.3'			
RING ROAD (PRIVATE) REQUIRED	10'			
RING ROAD (PRIVATE) PROVIDED	28'			
SIDE REQUIRED	15'			
SIDE PROVIDED	78.6'			
REAR REQUIRED	30'			
REAR PROVIDED	72.5'			

LOT 3 SIT	E DATA
SITE DATA: 15071 & 15081 SOUTH LAGR	RANGE ROAD
ZONING	COR
LOT AREA	2.274 ACRES
	99,064 SQ. FT.
LANDSCAPE AREA	30,632 SQ. FT.
GREEN SPACE LOT COVERAGE	30.9%
BMP AREA COUNTING AS PERVIOUS (40% OF TOTAL BMP AREA)	2,610 SQ. FT.
BMP AREA COUNTING AS IMPERVIOUS (60% OF TOTAL BMP AREA)	3,914 SQ. FT.
PERVIOUS LOT COVERAGE	33.6%
IMPERVIOUS LOT COVERAGE	66.4%
BUILDING DATA:	
RESTAURANT BUILDING AREA	9,333 SQ. FT.
F.A.R.	0.094
PARKING DATA:	
PARKING SPACES REQUIRED	9,333 SF (10/1000 SF) = 93
PARKING SPACES PROVIDED	122
BICYCLE SPACES REQUIRED	11
BICYCLE SPACES PROVIDED	11
BUILDING SETBACK DATA:	
LAGRANGE ROAD REQUIRED	25'
LAGRANGE ROAD PROVIDED	119.6'
151st STREET REQUIRED	25'
151st STREET PROVIDED	104.1'
SIDE REQUIRED	15'
SIDE PROVIDED	33.1'
REAR REQUIRED	30'
REAR PROVIDED	193.1'

LOT 2 SIT	E DA	ΓΑ
SITE DATA: 15051 & 15061 SOUTH LAGRA	NGE ROAD	
ZONING	COR	
LOT AREA	1.650	ACRES
	71,860	SQ. FT.
LANDSCAPE AREA	17,289	SQ. FT.
GREEN SPACE LOT COVERAGE	24.1%	
BMP AREA COUNTING AS PERVIOUS (40% OF TOTAL BMP AREA)	1,785	SQ. FT.
BMP AREA COUNTING AS IMPERVIOUS (60% OF TOTAL BMP AREA)	2,678	SQ. FT.
PERVIOUS LOT COVERAGE	26.5%	
IMPERVIOUS LOT COVERAGE	73.5%	
BUILDING DATA:		
RESTAURANT BUILDING AREA	7,180	SQ. FT.
LANDLORD ROOM AREA	88	SQ. FT.
TOTAL BUILDING AREA	7,268	SQ. FT.
F.A.R.	0.101	
PARKING DATA:		
PARKING SPACES REQUIRED	7,268 S	F (10/1000 SF) = 73
PARKING SPACES PROVIDED	82	
BICYCLE SPACES REQUIRED	8	
BICYCLE SPACES PROVIDED	10	
STACKING REQUIRED	7	
STACKING PROVIDED	7	
BUILDING SETBACK DATA:		
LAGRANGE ROAD REQUIRED	25'	
LAGRANGE ROAD PROVIDED	122.8'	
SIDE REQUIRED	15'	
SIDE PROVIDED (NORTH)	18.5'	
SIDE PROVIDED (SOUTH)	37.6'	
REAR REQUIRED	30'	
REAR PROVIDED	73.7'	

SITE LEGEND

••••	LIGHT POLES
=====	EXISTING CURB AND GUTTER
	PROPOSED STANDARD CURB AND GUTTER
	PROPOSED REVERSE PITCHED CURB AND GUTTER
10	INDICATES ROW PARKING COUNT
100 SPACES	INDICATES PARKING TOTAL FOR SURROUNDING AREA
	PROPERTY BOUNDARY
	SHARED PARKING WITH PARCEL D (3 SPACES)
	MONUMENT SIGN

BENCHMARK (*):

THE BASIS OF ELEVATIONS HEREON IS NAVD 88 PER OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK.
IRON PIPE IN CONCRETE FOUND — SEE DRAWING FOR LOCATION.

ELEVATION = 706.60'THE EXISTING CONDITIONS SHOWN ARE BASED UPON A SURVEY PREPARED BY WOOLPERT AND DATED 05/31/19.



SITE

DATI DES DR. CKD

HEET NO.

C201

GRAPHIC SCALE IN FEET

19.10' R1&M.

LANDSCAPE CODE SUMMARY

LANDSCAPE CODE SUMMARY								
	LENGTH/AREA	PLANT MATERIAL REQUIRED	PLANT MATERIAL PROVIDED					
LANDSCAPE PARK	WAYS (6-30	05.D.2)						
S. LAGRANGE ROAD	562 LF	14.05 Trees	8 Existing Trees to Remain and 6 Shade Trees					
W. 151st STREET	372 LF	9.3 Trees	7 Existing Trees to Remain					
RING ROAD	379 LF	9.5 Trees	10 Shade Trees					
LANDSCAPE CORR	IDORS (6-3	<u> </u>	T					
S. LAGRANGE ROAD	562 LF	5.6 Shade Trees and 5.6 Ornamental or Evergreen Trees	Easements prevent tree planting					
W. 151st STREET	372 LF	3.7 Shade Trees and 3.7 Ornamental or Evergreen Trees	Easements prevent tree planting					
RING ROAD	379 LF	3.7 Shade Trees and 3.7 Ornamental or Evergreen Trees	3 Existing Trees to Remain 1 Shade Tree 3 Ornamental Trees 1 Evergreen Tree					
LANDSCAPE BUFFE	ERYARDS (6	305.D.4)						
WEST	562 LF	16.8 Shade Trees, 5.6 Ornamental or Evergreen Trees, 89.9 Shrubs	Easements prevent tree planting, 571 Small Shrubs, 118 Ornamental Grasses, and 204 Perennials					
SOUTH	372 LF	11.1 Shade Trees, 3.7 Ornamental or Evergreen Trees, 59.5 Shrubs	Easements prevent tree planting, 269 Small Shrubs, 57 Ornamental Grasses, and 75 Perennials					
EAST	446 LF	13.4 Shade Trees, 4.5 Ornamental or Evergreen Trees, 71.4 Shrubs	1 Existing Tree to Remain, 12 Shade Trees, 2 Ornamental Tree, 3 Evergreen Trees, 56 Large Shrubs, 12 Small Shrubs, and 21 Ornamental Grasses					
NORTH	379 LF	11.3 Shade Trees, 3.7 Ornamental or Evergreen Trees, 60.6 Shrubs	11 Shade Trees, 2 Evergreen Trees, 2 Ornamental Trees, 40 Large Shrubs, 46 Small Shrubs, 7 Ornamental Grasses, and 26 Perennials					
FOUNDATION LAND	SCAPE (6-	·305.D.5.a)						
RAISING CANES — LOT 1	305.5 LF	3.1 Ornamental Trees & 48.9 Shrubs	3 Ornamental Trees, 5 Large Shrubs, 104 Small Shrubs, 77 Ornamental Grasses, and 62 Perennials					
PROPOSED RESTAURANT (4,820 SF) – LOT 2	216 LF	2.2 Ornamental Trees & 34.6 Shrubs	3 Ornamental Trees (east of drive—thru lane) 15 Large Shrubs, 12 Small Shrubs, and 21 Ornamental Grasses (adjacent to transformer & dumpsters) Planters for Annual Color					
PROPOSED RESTAURANT (2,360 SF) – LOT 2	152 LF	1.5 Ornamental Trees & 24.3 Shrubs	2 Ornamental Tree (between Lot 1 & Lot 2) 8 Large Shrubs, 33 Small Shrubs, 10 Ornamental Grasses, and 22 Perennials Planters for Annual Color					
PROPOSED RESTAURANT (2,540 SF) – LOT 3	223 LF	2.2 Ornamental Trees & 35.7 Shrubs	3 Ornamental Trees, 57 Small Shrubs, and 20 Ornamental Grasses Planters for Annual Color					
PROPOSED RESTAURANT (6,800 SF) – LOT 3	331 LF	3.3 Ornamental Trees & 52.9 Shrubs	4 Ornamental Trees, 12 Large Shrubs, 36 Small Shrubs, and 15 Ornamental Grasses Planters for Annual Color					
INTERIOR LOT LAN	IDSCAPE (6	-305.D.5.b)						
ENTIRE SITE	217,574 SF	21.75 Trees	15 Shade Trees and 7 Ornamental Trees					
PARKING LOT PER	METER SCI	REENING (6-305.D.6.a.1))					
WEST	332 LF	332 If of 3' shrubs	Easement prevents plantings over 18 inches					
SOUTH	290 LF	290 If of 3' shrubs	Easement prevents plantings over 18 inches					
EAST	381 LF	381 LF of 3' shrubs	59 Large Shrubs					
NORTH	47 LF	47 If of 3' shrubs	7 Large Shrubs					
		CAPING (6-305.D.6.a.2)						
ENTIRE SITE		32.2 Trees & Groundcover	32 Shade Trees, 280 Small Shrubs, 71 Ornamental Grasses, and 223 Perennials					
SIGNAGE LANDSCA	PING (6-3)	 05.D.7.a)	<u> </u>					
		T	65 Small Shrubs					

5 SIGNS

5' Landscape Bed around Sign

EVERGREEN PLANTING DETAIL

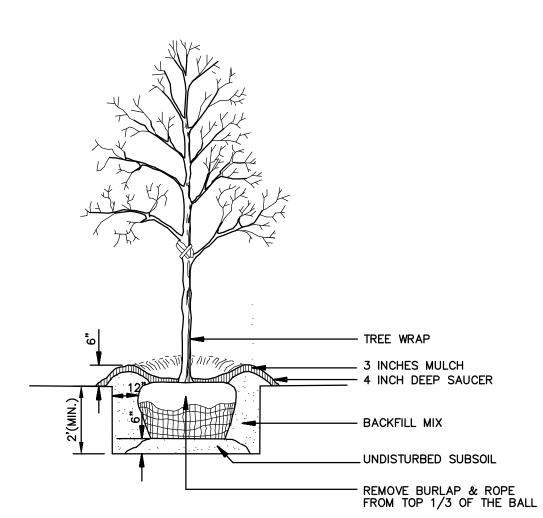
N.T.S.

65 Small Shrubs, 40 Ornamental Grasses, and 124 Perennials

- SPECIFIED PLANTING MIX. WATER & TAMP TO REMOVE AIR POCKETS

LANDSCAPE NOTES

- LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES, PRIOR TO DIGGING, IS RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. PRIOR TO INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL INSPECT THE
- SUB GRADE, GENERAL SITE CONDITIONS, VERIFY ELEVATIONS, UTILITY LOCATIONS, IRRIGATION, APPROVE TOPSOIL PROVIDED BY GENERAL CONTRACTOR AND OBSERVE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. NOTIFY GENERAL CONTRACTOR OF ANY UNSATISFACTORY CONDITIONS. WORK SHALL NOT PROCEED UNTIL SUCH CONDITIONS HAVE BEEN CORRECTED AND ARE ACCEPTABLE TO THE LANDSCAPE CONTRACTOR AND/OR CONSTRUCTION MANAGER.
- GENÉRAL AND LANDSCAPE CONTRACTOR ARE RESPONSIBLE FOR PROTECTING EXISTING TREES FROM DAMAGE DURING CONSTRUCTION. GENERAL CONTRACTOR TO INSTALL TREE PROTECTION FENCING PRIOR TO ANY SITE
- 4. ALL SHRUB AND GROUNDCOVER BEDS TO BE MULCHED WITH A MINIMUM OF
- 3 INCHES OF CLEAN SHREDDED HARDWOOD MULCH. PLANTING HOLES TO BE DUG A MINIMUM OF TWICE THE WIDTH OF THE ROOT BALL OF BOTH SHRUB AND TREE. AMEND BACKFILL WITH TOPSOIL MIX.
- 6. TOPSOIL MIX TO BE 4 PARTS SCREENED TOPSOIL AND 1 PART ORGANIC MATERIAL (i.e. NATURE'S HELPER OR PRO MIX). EXISTING GRASS IN PROPOSED PLANTING AREAS TO BE REMOVED AND AREA
- TO BE HAND RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER PRIOR TO PLANTING SHRUBS.
- SOIL TO BE TESTED TO DETERMINE FERTILIZER AND LIME REQUIREMENTS. LIME AND FERTILIZER TO BE DISTRIBUTED PRIOR TO LAYING SOD. ALL DISTURBED AREAS (INCLUDING RIGHT-OF-WAYS) NOT RECEIVING PLANTINGS TO RECEIVE 4 INCHES OF TOPSOIL AND SODDED.
- 9. SOD TO BE DELIVERED FRESH (CUT LESS THAN 24 HOURS PRIOR TO ARRIVING ON SITE), LAID IMMEDIATELY, ROLLED AND WATERED THOROUGHLY WITHIN ONE HOUR OF INSTALLATION.
- 10. ALL CHANGES TO DESIGN AND/OR PLANT SUBSTITUTIONS TO BE AUTHORIZED BY LANDSCAPE ARCHITECT.
- 11. ALL PARKING ISLANDS TO BE BERMED UP 6"-10" WITH CLEAN FRIABLE TOPSOIL PRIOR TO PLANTING.
- 12. ALL LANDSCAPING SHALL BE INSTALLED IN CONFORMANCE WITH ANSI Z60.1 THE AMERICAN STANDARD FOR NURSERY STOCK, AND THE ACCEPTED STANDARDS OF AMERICANHORT.
- 13. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTS INSTALLED FOR ONE FULL YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. ALL PLANTS SHALL BE ALIVE AND AT A VIGOROUS RATE OF GROWTH AT THE END OF THE GUARANTEE PERIOD. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ACTS OF GOD OR VANDALISM.
- 14. ANY PLANT THAT IS DETERMINED DEAD, IN AN UNHEALTHY OR UNSIGHTLY CONDITION, LOST ITS SHAPE DUE TO DEAD BRANCHES OR OTHER SYMPTOMS OF POOR, NON-VIGOROUS GROWTH SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR WITH THE COST OF THE REPLACEMENT INCLUDED IN THE BID OR PROPOSAL PRICE.
- 15. WATER THOROUGHLY TWICE IN THE FIRST 24 HOURS AND APPLY MULCH IMMEDIATELY.
- 16. LANDSCAPE REQUIREMENTS NOT MET BY PARTICULAR CODE REQUIREMENT ARE PROVIDED ELSEWHERE ON SITE.
- 17. PROPERTY OWNER RESPONSIBLE FOR MAINTAINING AND PRUNING TREES TO
- AVOID CONFLICT WITH POLE MOUNTED LIGHTING. 18. PLANT MATERIAL ON THE NORTH SIDE OF DRIVE-THROUGH AISLE ON LOT 1 TO BE INSTALLED AND MAINTAINED AT A HEIGHT OF 36 INCHES.
- 19. PLANTER BOXES TO HAVE ANNUAL COLOR PLANTINGS. PLEASE SEE SHEET C501 FOR PLANTER BOX DETAIL.



NOTE: SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

TREE PLANTING

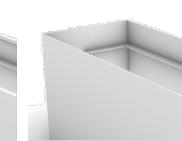
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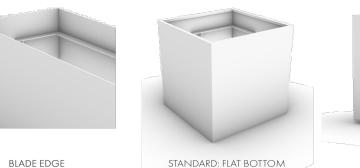


GRAPHIC SCALE IN FEET

C500







······





STANDARD LIP

& A588 grade Corten Steel. Planters are fabricated using 14 ga., 12 ga., 10 ga., specified sizes for L X W X H. Boxes will be priced on labor, material, and and 1/4" thicknesses. Planters are offered in two finish options: i. Un-weathered; no exterior sealant ii. Pre-weathered with exterior sealant

2. Oversized boxes are constructed with internal reinforcement comprised of horizontal stiffeners, and vertical gussets. Specific dimensions for spacing of internal reinforcement is submitted via shop drawing for approval, prior to construction.

3. Planters are manufactured with standard 1", 1.5", or 2" drain holes or no drain holes. Quantity and placement as directed by Purchaser. Holes are cut to nominal O.D. for standard PVC pipe trade sizes.

4. If boxes with internally raised bases are specified, heat signatures may read through powder coat finish due to material thickness. *

1. Standard lip for 14 ga & 12 ga thick boxes = 1" wide lip + 3/4" return Standard lip for 10 ga thick boxes = 1-1/2" wide lip + 3/4" return Standard lip for 1/4" thick boxes = 2" wide lip with no return

PRE-WEATHERED FINISH

1. Planters do not weather with consistent color and patina among groups. Units weather at varying rates and develop coloration which is unique to each individual unit. (Standard level of finish shown)

2. Standard sealant is a light metal sealant with matte finish applied to exterior and is a temporary sealant for handling. Units will continue to oxidize, patina will darken and sealant will wear off.

3. <u>Purchasers should exercise caution in placement as units may leach onto</u> adjacent surfaces until fully weathered and self sealed.



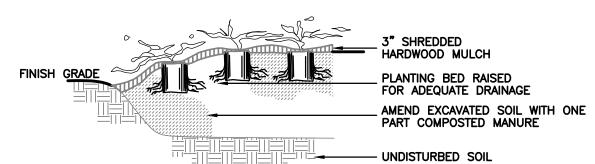
1. The Box Series Corten Steel Planters are constructed of ASTM A606 Type 4 1. Fabrication of F&F Corten Steel Boxes can be customized to designer

1. The following options are available in the fabrication of F&F Corten Steel Boxes. Additional charges may apply:

Standard lip	Blade edge	Internally raised ba
Flat base	Toe-kick base	Industrial casters
Stainless steel	leveling feet	Glides

PRODUCT ID	LENGTH	WIDTH	HEIGHT	MATERIAL	THICKNESS	AVG. WT.
BX_C 242418	24"	24"	18"	corten steel	12 GA.	70 lbs
BX_C 242424	24"	24"	24"	corten steel	12 GA.	88 lbs
BX_C 242436	24"	24"	36"	corten steel	12 GA.	123 lbs
BX_C 303018	30"	30"	18"	corten steel	12 GA.	96 lbs
BX_C 303024	30"	30"	24"	corten steel	12 GA.	118 lbs
BX_C 303030	30"	30"	30"	corten steel	12 GA.	140 lbs
BX_C 363624	36"	36"	24"	corten steel	10 GA.	219 lbs
BX_C 363630	36"	36"	30"	corten steel	10 GA.	259 lbs
BX_C 363636	36"	36"	36"	corten steel	10 GA.	299 lbs
BX_C 481824	48"	18"	24"	corten steel	10 GA.	186 lbs
BX_C 482424	48"	24"	24"	corten steel	10 GA.	213 lbs
BX_C 482430	48"	24"	30"	corten steel	10 GA.	253 lbs
BX_C 484836	48"	48"	36"	corten steel	10 GA.	425 lbs
BX_C 484848	48"	48"	48"	corten steel	10 GA.	532 lbs
BX_C 601824	60"	18"	24"	corten steel	10 GA.	226 lbs
BX_C 602424	60"	24"	24"	corten steel	10 GA.	253 lbs
BX_C 602430	60"	24"	30"	corten steel	10 GA.	299 lbs
BX_C 601836	60"	18"	36"	corten steel	10 GA.	312 lbs
BX_C 721824	72"	18"	24"	corten steel	10 GA.	259 lbs
BX_C 722424	72"	24"	24"	corten steel	10 GA.	292 lbs
BX_C 722430	72"	24"	30"	corten steel	10 GA.	346 lbs
BX_C 722436	72"	24"	36"	corten steel	10 GA.	399 lbs
BX_C 724848	72"	48"	48"	corten steel	1/4"	1221 lbs
BX_C 961818	96"	18"	18"	corten steel	1/4"	481 lbs
BX_C 961824	96"	18"	24"	corten steel	1/4"	587 lbs

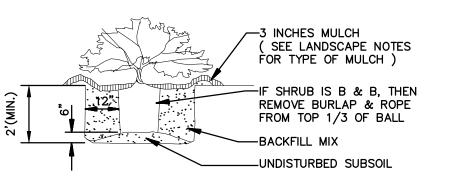
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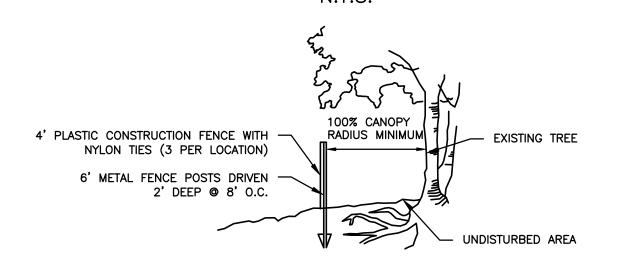
NOTE: 1. SIZE OF PIT VARIES WITH SIZE OF ROOT BALL. 3. SPREAD FERTILIZER EVENLY IN SAUCER.

4. RETAIN ALL LEADERS.

PERENNIAL & GROUNDCOVER PLANTING



SHRUB PLANTING



FENCE MUST BE MAINTAINED THROUGHTOUT CONSTRUCTION PERIOD AND REMOVED WHEN CONSTRUCTION HAS BEEN COMPLETED. FINAL PLACEMENT OF FENCE MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.

TREE PRESERVATION FENCING

N.T.S.

PLANT SCHEDULE

				JOHLD		
TAG	QTY	SCIENTIFIC NAME	COMMON NAME	COND.	SIZE	REMARKS
SHAD	E TRE	Ε				
AF	11	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	B&B	2.5" cal. 14'ht. 7'wd	Full, well shaped
со	11	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	B&B	2.5" cal. 14'ht. 7'wd	Native, Full, well shaped
GT	8	Gleditsia triacanthos var. inermis 'Impcole'	Imperial Honeylocust	B&B	2.5" cal. 14'ht. 7'wd	Full, well shaped
GD	9	Gymnocladus dioica 'Espresso'	Fruitless KY Coffeetree	B&B	2.5" cal. 14'ht. 7'wd	Native, Full, well shaped
PO	9	Platanus occidentalis	American Sycamore	B&B	2.5" cal. 14'ht. 7'wd	Native, Full, well shaped
QB	9	Quercus bicolor	Swamp White Oak	B&B	2.5" cal. 14'ht. 7'wd	Full, well shaped
			 			
QR	10	Quercus rubrum	Northern Red Oak	B&B	2.5" cal. 14'ht. 7'wd	Full, well shaped
TD	9	Taxodium distichum 'Shawnee Brave'	Shawnee Brave Bald Cypress	B&B	2.5" cal. 14'ht. 7'wd	Native, Full, well shaped
TA	7	Tilia americana 'Redmond'	Redmond American Linden	B&B	2.5" cal. 14'ht. 7'wd	Native, Full, well shaped
UA	10	Ulmus americana 'Princeton'	Princeton American Elm	B&B	2.5" cal. 14'ht. 7'wd	Full, well shaped
ORNA!	MENT	AL / EVERGREEN TREE				
AG	5	Amelanchier x grandiflora 'Autumn Brilliance'	Apple Serviceberry	B&B	2" cal. 6'ht. 3'wd.	Full, well shaped, single—stem
BN	5	Betula nigra 'BNMTF'	Dura Heat River Birch	B&B	2" cal. 6'ht. 3'wd.	Native, Full, well shaped, single-stem
СС	6	Cercis canadensis	Eastern Redbud	B&B	2" cal. 6'ht. 3'wd.	Native, Full, well shaped, single-stem
CR	9	Crataegus crus—galli var. inermis 'Cruzam'	Crusader Hawthorn	B&B	2" cal. 6'ht. 3'wd.	Native, Full, well shaped, single-stem
JK	5	Juniperus chinensis 'Keteleerii'	Keteleeri Upright Juniper	B&B	6'ht. x 3'wd.	Full to ground, well shaped
OV	9	Ostrya virginiana	American Hop Hornbeam	B&B	2" cal. 6'ht. 3'wd.	Full, well shaped, single—stem
-			· ·			·
PG	6	Picea glauca 'Densata'	Black Hills Spruce	B&B	6'ht. x 3'wd.	Full to ground, well shaped
PS	6	Pinus strobus 'Fastigiata'	Columnar Eastern White Pine	B&B	6'ht. x 3'wd.	Full to ground, well shaped
EVERO	GREEN	SHRUB				
BU (Buxus x 'Glencoe'	Chicagoland Green Boxwood	#3 cont.	18"ht. x 18"wd.	Full, vigorous
JS	103	Juniperus chinensis sargentii 'Viridis'	Green Sargent Juniper	#3 cont.	12"ht. x 18"wd.	Full, vigorous, 4' o.c.
JH	121	Juniperus horizontalis	Creeping Juniper	#3 cont.	12"ht. x 18"wd.	Native, Full, vigorous, 4'o.c.
РМ	151	Pinus mugo 'Slowmound'	Dwarf Mugo Pine	#3 cont.	 12"ht. x 18"wd.	Full, vigorous
ТМ	92	Taxus x media 'Densiformis'	Dense Yew	#3 cont.	18"ht. x 18"wd.	Full, vigorous
TM1	28	Taxus x media 'Densiformis'	Dense Yew	#5 cont.	36"ht. x 24"wd.	Full, vigorous
TE	97	Taxus x media 'Everlow'	Everlow Yew	#3 cont.	12"ht. x 18"wd.	Full, vigorous
ļ			Everiow few	#5 cont.	12 nt. x 18 wa.	Tull, Vigorous
DECID	JUOUS	SHRUB				
CA	92	Cotoneaster adpressus	Creeping Cotoneaster	#3 cont.	12"ht. x 18"wd.	Full, vigorous, 4' o.c.
CE	93	Ceanothus americanus	New Jersey Tea	#3 cont.	18"ht. x 18"wd.	Native, Full, vigorous
FV	96	Forsythia viridissima 'Bronxensis'	Greenstem Forsythia	#3 cont.	12"ht. x 18"wd.	Full, vigorous, 4' o.c.
HP	79	Hydrangea paniculata 'Bobo'	Bobo Panicle Hydrangea	#5 cont.	24"ht. x 24"wd.	Full, vigorous
HP1	18	Hydrangea paniculata 'Bobo'	Bobo Panicle Hydrangea	#5 cont.	36"ht. x 24"wd.	Full, vigorous
нк	93	Hypericum kalmianum 'Blues Festival'	Blues Festival St Johns Wort	#3 cont.	18"ht. x 18"wd.	Native, Full, vigorous
LB	90	Lindera benzoin	Spicebush	#5 cont.	24"ht. x 24"wd.	Native, Full, vigorous
LB1	18	Lindera benzoin	Spicebush	#5 cont.	 36"ht. x 24"wd.	Native, Full, vigorous
RA	132	Rhus aromatica 'Gro—Low'	Gro-Low Fragrant Sumac	#3 cont.	12"ht. x 18"wd.	Native, Full, vigorous, 4' o.c.
RO	100	Rosa x 'Noaschnee'	White Carpet Rose	#3 cont.	12"ht. x 18"wd.	Full, vigorous
SJ	102	Spiraea japonica 'Shirobana'	Shirobana Spirea	#3 cont.	12"ht. x 18"wd.	Full, vigorous
		Stephanandra incisa 'Crispa'	Cutleaf Stephanandra	- "		Full, vigorous, 4' o.c.
ST	123	<u> </u>	Cuttedi Stephananara	#3 cont.	12"ht. x 18"wd.	ruii, vigorous, 4 o.c.
	\sim	AL GRASS		,		
CF (38	Calamagrostis x acutiflora 'Karl Forester'	Feather Reed Grass	#1 cont.		Full, vigorous
CL	63	Chasmanthium latifolium	Northern Sea Oats	#1 cont.		Native, Full, vigorous
FG	92	Festuca glauca 'Elijah Blue'	Elijah Blue Fescue	#1 cont.		Full, vigorous
HS	48	Helictotrichon semperevitens avena	Blue Oats Grass	#1 cont.		Full, vigorous
MS	55	Miscanthus sinensis 'Little Zebra'	Little Zebra Grass	#1 cont.		Full, vigorous
PV	57	Panicum virgatum 'Hot Rod'	Hot Rod Red Switchgrass	#1 cont.		Native, Full, vigorous
PE	54	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	#1 cont.		Full, vigorous
SH	75	Sporobolus heterolepis	Prairie Dropseed	#1 cont.		Native, Full, vigorous
	, , .	<u>'</u>	<u> </u>	, , , , , , , ,		
—	<u> </u>					
AT	NNIAL	[A	In 11 6 111 1	<u> </u>		A1 14 - 11 1
 	NNIAL 66	Asclepias tuberosa	Butterfly Weed	#1 cont.		Native, Full, vigorous
ВА	NNIAL	Echinacea purpurea	Purple Coneflower	#1 cont.		Native, Full, vigorous
BA GE	NNIAL 66	·	•	- "		
-	66 84	Echinacea purpurea	Purple Coneflower	#1 cont.		Native, Full, vigorous
GE	66 84 57	Echinacea purpurea Geranium 'Rozanne'	Purple Coneflower Rozanne Geranium	#1 cont. #1 cont.		Native, Full, vigorous Full, vigorous
GE LM	84 57 96	Echinacea purpurea Geranium 'Rozanne' Liriope muscari 'Big Blue'	Purple Coneflower Rozanne Geranium Big Blue Lilyturf	#1 cont. #1 cont. #1 cont.		Native, Full, vigorous Full, vigorous Full, vigorous
GE LM NF	NNIAL 66 84 57 96 93	Echinacea purpurea Geranium 'Rozanne' Liriope muscari 'Big Blue' Nepeta x faassenii 'Purrsian Blue'	Purple Coneflower Rozanne Geranium Big Blue Lilyturf Purrsian Blue Catmint	#1 cont. #1 cont. #1 cont. #1 cont.		Native, Full, vigorous Full, vigorous Full, vigorous Full, vigorous
GE LM NF RH	NNIAL 66 84 57 96 93 40	Echinacea purpurea Geranium 'Rozanne' Liriope muscari 'Big Blue' Nepeta x faassenii 'Purrsian Blue' Rudbeckia fulgida 'Goldsturm'	Purple Coneflower Rozanne Geranium Big Blue Lilyturf Purrsian Blue Catmint Black—Eyed Susan	#1 cont. #1 cont. #1 cont. #1 cont. #1 cont. #1 cont.		Native, Full, vigorous Full, vigorous Full, vigorous Full, vigorous Full, vigorous
GE LM NF RH SN	NNIAL 66 84 57 96 93 40 62	Echinacea purpurea Geranium 'Rozanne' Liriope muscari 'Big Blue' Nepeta x faassenii 'Purrsian Blue' Rudbeckia fulgida 'Goldsturm' Symphyotrichum novae—angliae	Purple Coneflower Rozanne Geranium Big Blue Lilyturf Purrsian Blue Catmint Black—Eyed Susan New England Aster	#1 cont.		Native, Full, vigorous Full, vigorous Full, vigorous Full, vigorous Full, vigorous Native, Full, vigorous
GE LM NF RH SN	NNIAL 66 84 57 96 93 40 62	Echinacea purpurea Geranium 'Rozanne' Liriope muscari 'Big Blue' Nepeta x faassenii 'Purrsian Blue' Rudbeckia fulgida 'Goldsturm' Symphyotrichum novae—angliae	Purple Coneflower Rozanne Geranium Big Blue Lilyturf Purrsian Blue Catmint Black—Eyed Susan New England Aster	#1 cont.		Native, Full, vigorous Full, vigorous Full, vigorous Full, vigorous Full, vigorous Native, Full, vigorous

* QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES OF PLANTS ON LANDSCAPE PLAN. PLANT DIVERSITY

PLANT TYPE	# PLANTS	MAX # OF INDIVIDUAL SPECIES	MAX # OF INDIVIDUAL SPECIES PROVIDED	MIN # OF INDIVIDUAL SPECIES	MIN # OF INDIVIDUAL SPECIES PROVIDED	MIN # OF NATIVE PLANTS (30%)	# OF NATIVE PLANTS PROVIDED	MIN # OF DIFFERENT SPECIES	# OF DIFFERENT SPECIES PROVIDED
Shade Tree	93	27.9	11	4.6	7	27.6	45 (48%)	8	10
Ornamental Tree	34	13.6	9	3.4	5	9.3	20 (58%)	5	5
Evergreen Tree	17	6.8	7	1.7	3	5.1	6 (35%)	3	3
Shrub	1,750	262.5	151	88.7	92	525	556 (31%)	15	15
Ornamental Grass	482	144.3	92	24.0	37	144.3	200 (41%)	8	8
Perennial	735	183.75	96	36.8	40	220.2	227 (31%)	10	10

PERMANENT SOD BLEND

90% FINE LEAF FESCUE (FESTUCA ARUNDINACEA)
REBEL, REBEL II, WRANGLER, BONANZA, MOJAVE OR EQUAL 10% KENTUCKY BLUEGRASS (POA PRATENSIS) MIDNIGHT, RUGBY II, MIDIRON VARIETIES OR EQUAL 98% PURITY AND 85% GERMINATION

> LAWN AREA (3,920 SF)
> PLUS ALL DISTURBED EXISTING TURF TO REMAIN

95% WEED FREE



GRAPHIC SCALE IN FEET

C501

C519 ORLAND PARK P4-V ELEVATIONS - OPTION A







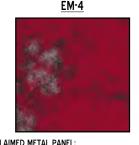


ALL SIGNAGE IS A DEFERRED SUBMITTAL

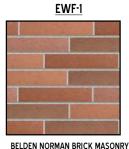
MATERIAL FINISHES



CARBON GRADE FINISH: HOT ROLLED STEEL W/ CARBON GRADE FINISH - W/ CLEAR, MATTE POWDER COAT FINISH



RECLAIMED METAL PANEL: VINTAGE CAR HOOD
OCCURS AT FACE OF THE "1" ELEMENT ONLY



BELDEN NORMAN BRICK MASONRY MEDIUM RANGE, SMOOTH, IRON SPOT. MORTAR TO MATCH SOLOMON PRODUCTS IO H, WEATHERED HORIZONTAL STRIKE. VERTICAL JOINTS ARE FLUSH



BORAL: "ALAMO" MODULAR BRICK, MORTER TO MATCH SOLOMON PRODUCTS IO H, LIGHT BUFF SACK RUB FINISH.



"132 MOUNTAIN FOG" PORTLAND CEMENT EIFS



ACME: "ALPINE" BRICK, MORTAR TO MATCH ARGOS: IVORY BUFF, CONCAVE KEY FINISH

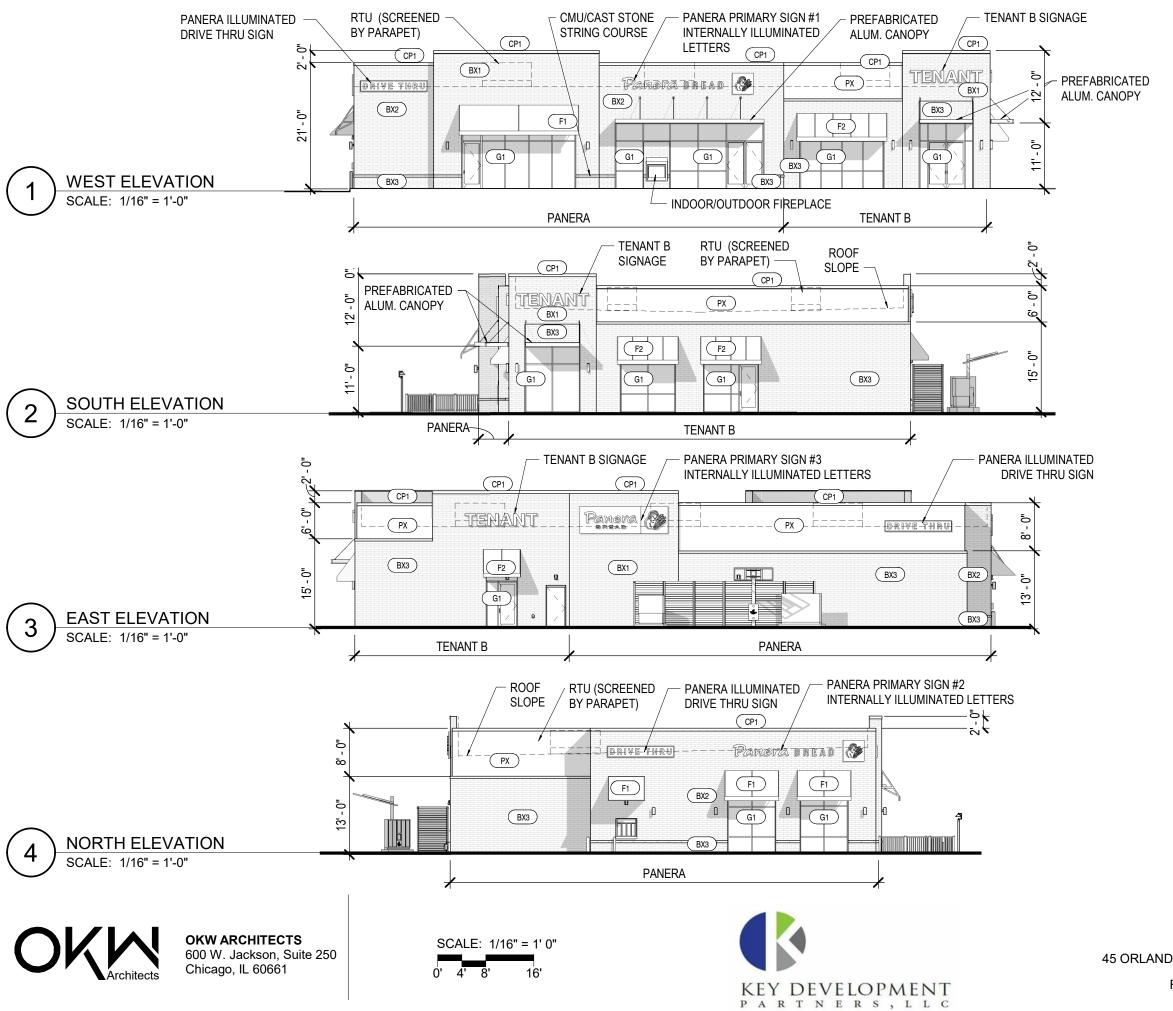


ALUMINUM STOREFRONT SYSTEM FINISH: ANODIZED BLACK



EXTERIOR MATERIALS:

- BX1 HARVARD BRIK COLOR: MONUMENTAL WHITE SMOOTH
- (BX2) HARVARD BRIK COLOR: BUTTERNUT SILK
- (BX3) HARVARD BRIK COLOR: MESABA
- PX EIFS, FINE SAND FINISH.
 COLOR: ROCKY ROAD
- G1 ALUM. STOREFRONT, COLOR: DARK BRONZE ANODIZED
- F1 FABRIC AWNING, COLOR: 'UNITY LEAF' FABRIC
- F2 FABRIC AWNING, COLOR: TBD
- CP1 COPING: PRE-FINISHED, COLOR: DARK BRONZE

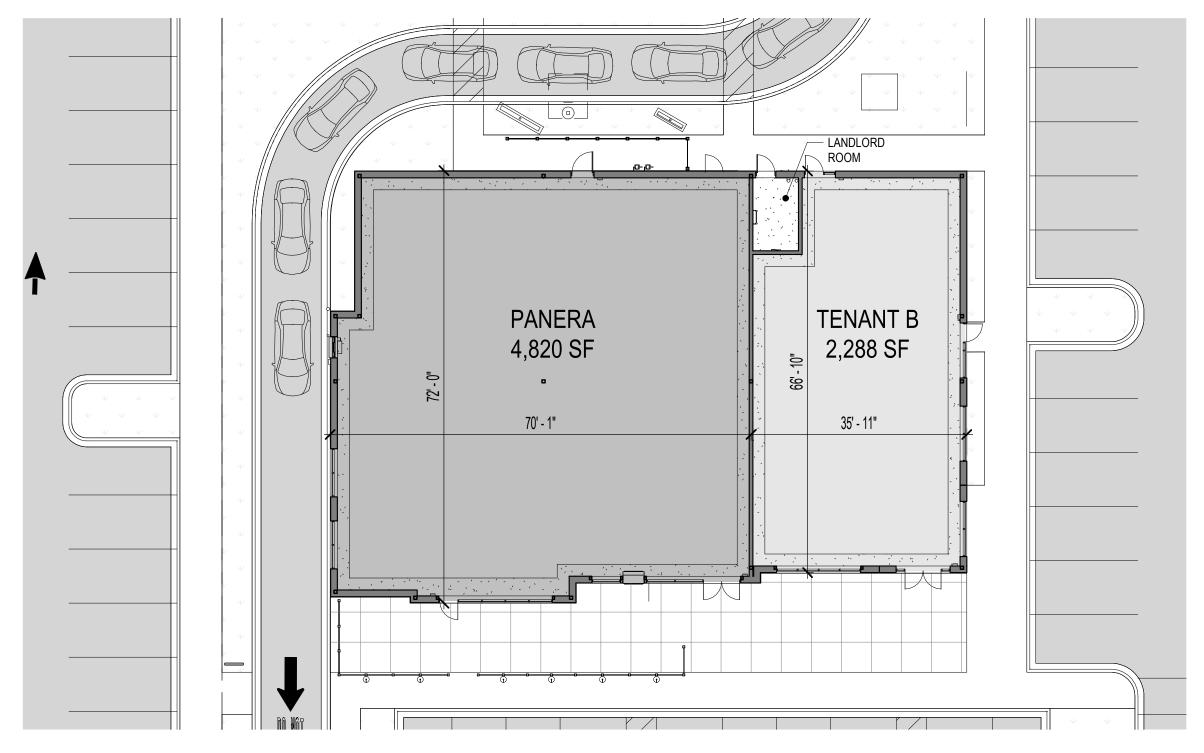


EXTERIOR MATERIALS:

- BX1 HARVARD BRIK COLOR: MONUMENTAL WHITE SMOOTH
- (BX2) HARVARD BRIK COLOR: BUTTERNUT SILK
- (BX3) HARVARD BRIK COLOR: MESABA
- PX EIFS, FINE SAND FINISH.
 COLOR: ROCKY ROAD
- G1 ALUM. STOREFRONT, COLOR: DARK BRONZE ANODIZED
- F1 FABRIC AWNING, COLOR: 'UNITY LEAF' FABRIC
- F2 FABRIC AWNING, COLOR: TBD
- CP1 COPING: PRE-FINISHED, COLOR: DARK BRONZE

LAGRANGE SQUARE

 A-1A

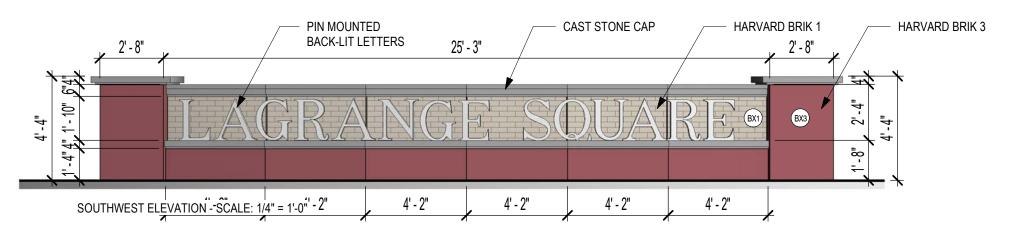


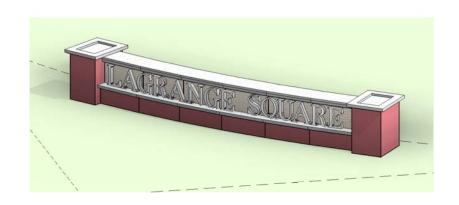
GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"



OKW ARCHITECTS 600 W. Jackson, Suite 250 Chicago, IL 60661 SCALE: 1/16" = 1' 0" **PROJECT**

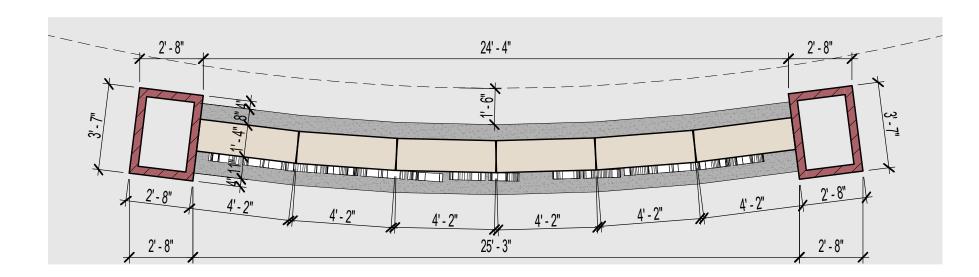






LANDSCAPE FEATURE ELEVATION

SCALE: 1/4" = 1'-0"



2 LANDSCAPE FEATURE

SCALE: 1/4" = 1'-0"

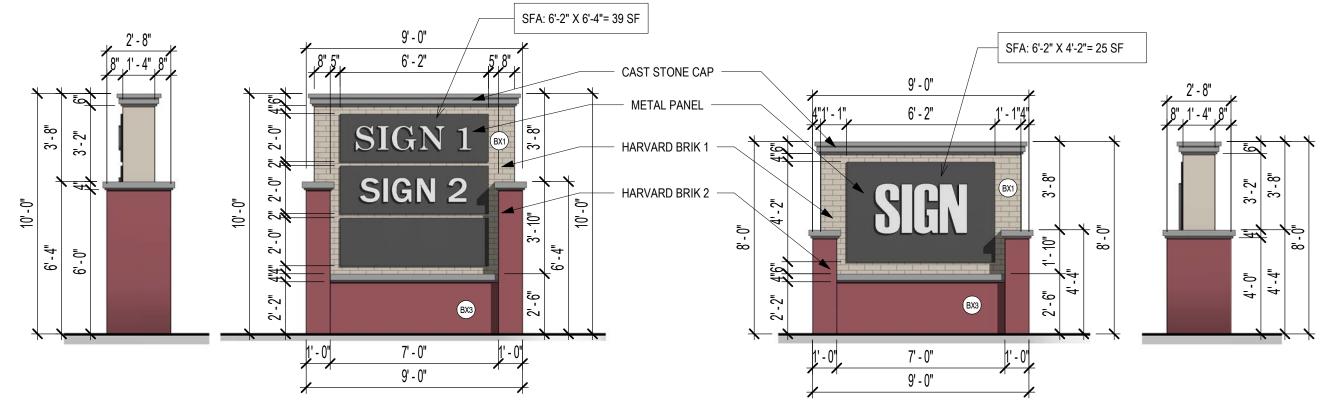
GROUND FLOOR PLAN - SCALE: 1/8" = 1'-0"



OKW ARCHITECTS 600 W. Jackson, Suite 250 Chicago, IL 60661

SCALE: 1/4" = 1' 0
0' 1' 2' 4'
PROJECT

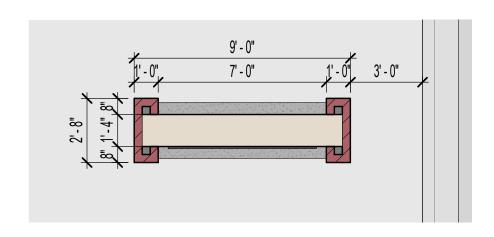




1 MONUMENT SIGN ELEVATION (MULTI-TENANT) - LOT 2
SCALE: 1/4" = 1'-0"

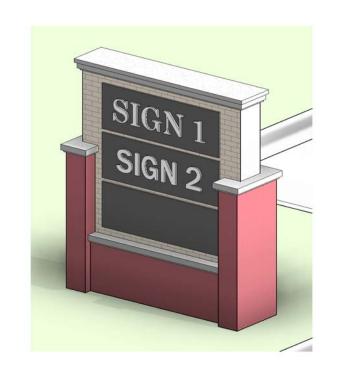
MONUMENT SIGN (SINGLE TENANT) - LOT 3

SCALE: 1/4" = 1'-0"



MONUMENT SIGN PLAN

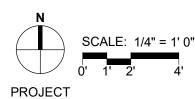
SCALE: 1/4" = 1'-0"



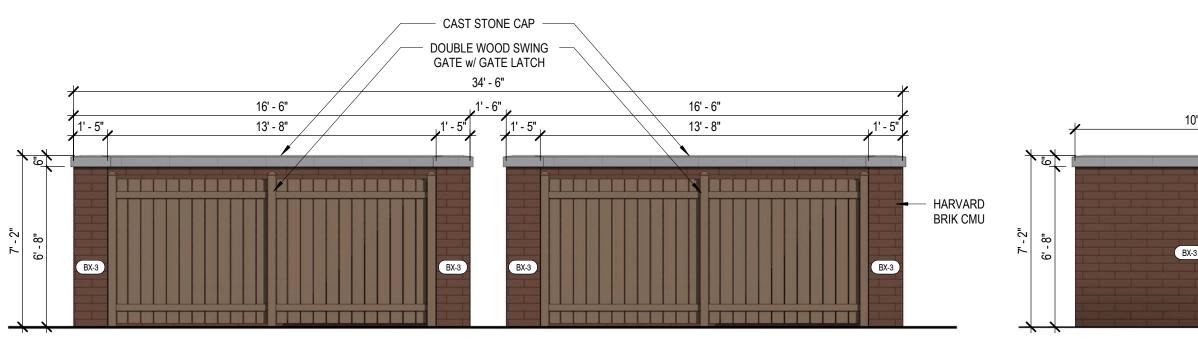


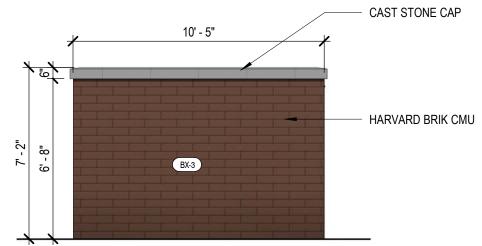








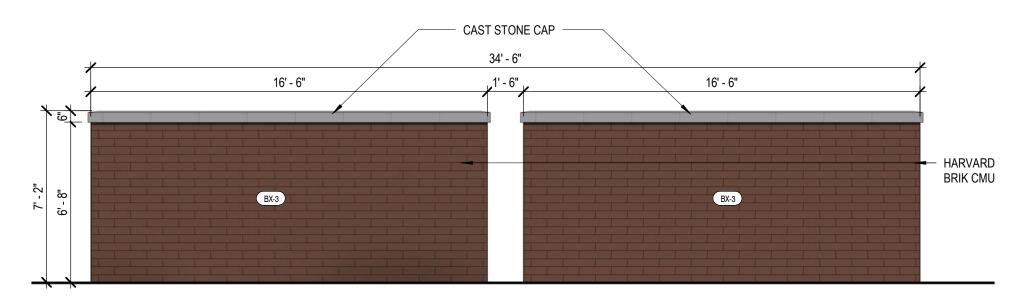




1 TRASH ENCLOSURE - EAST ELEVATION
SCALE: 1/4" = 1'-0"

TRASH ENCLOSURE - NORTH/SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

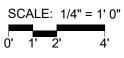


TRASH ENCLOSURE - WEST ELEVATION

SCALE: 1/4" = 1'-0"

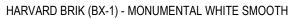


OKW ARCHITECTS 600 W. Jackson, Suite 250 Chicago, IL 60661







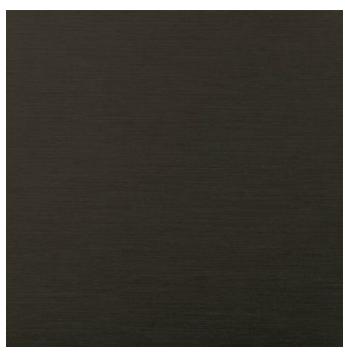




HARVARD BRIK (BX-2) - BUTTERNUT SILK



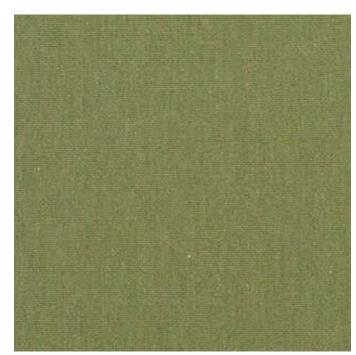
HARVARD BRIK (BX-3) - MESABA



ALUMINUM STOREFRONT, COPING - DARK BRONZE



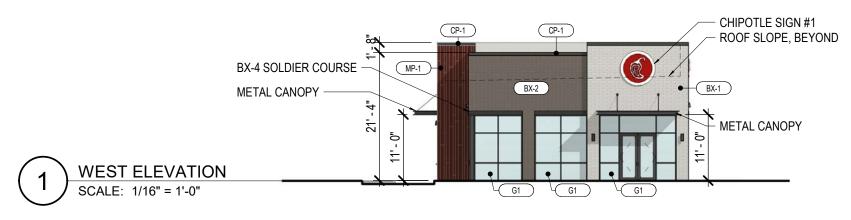
EIFS (PX) - ROCKY ROAD

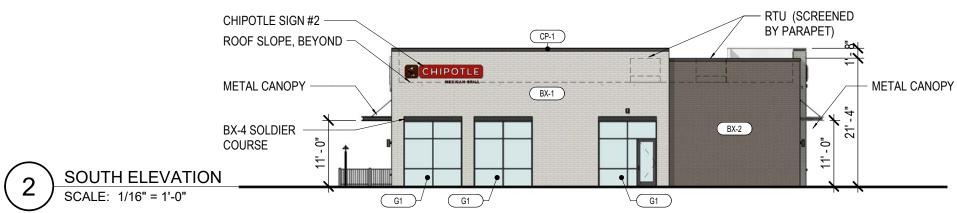


FABRIC AWNING (F1) - UNITY LEAF





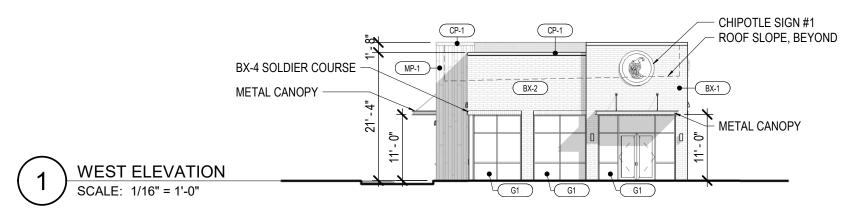


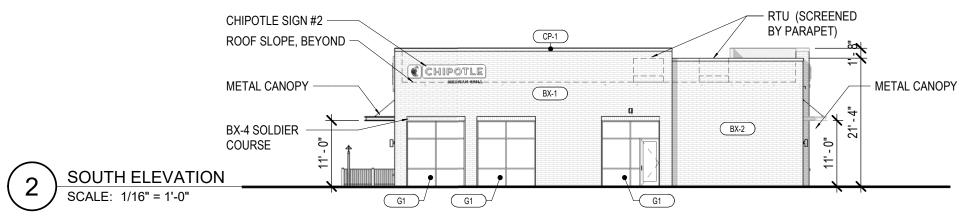


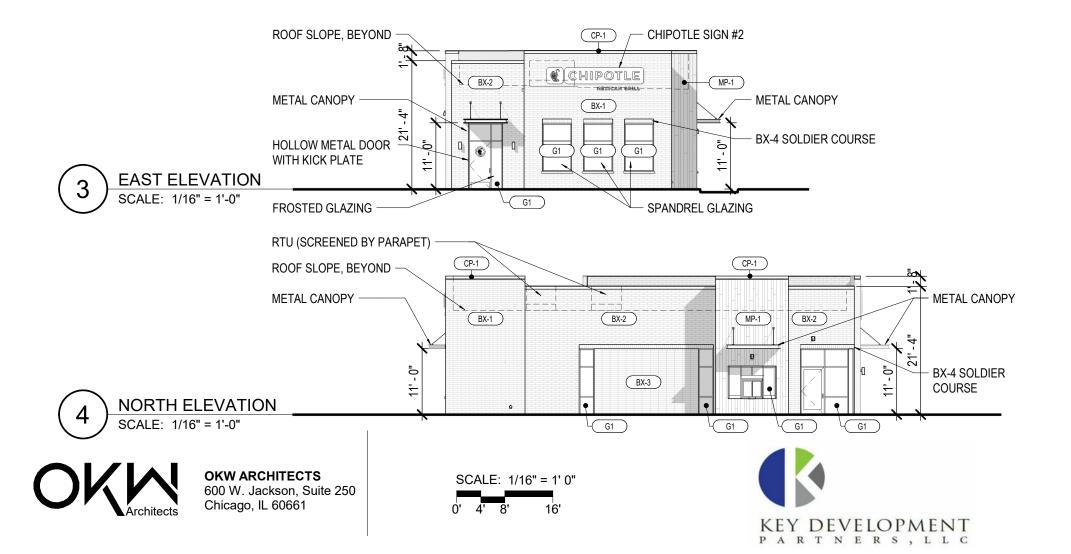


EXTERIOR MATERIALS:

- BX-1 HARVARD BRIK COLOR: MONUMENTAL WHITE SMOOTH
- (BX-2) HARVARD BRIK COLOR: SLATE
- BX-3 HARVARD BRIK COLOR: QT BLACK
- (BX-4) GLAZED MASONRY UNIT COLOR: CHARCOAL
- MP-1 RUSTIC TEXTURE ARCH-FAB METAL PANEL
- G1 ALUMINUM STOREFRONT COLOR: CHARCOAL, FLUOROPOLYMER COATING
- CP-1 COPING PRE-FINISHED COLOR: DARK BRONZE







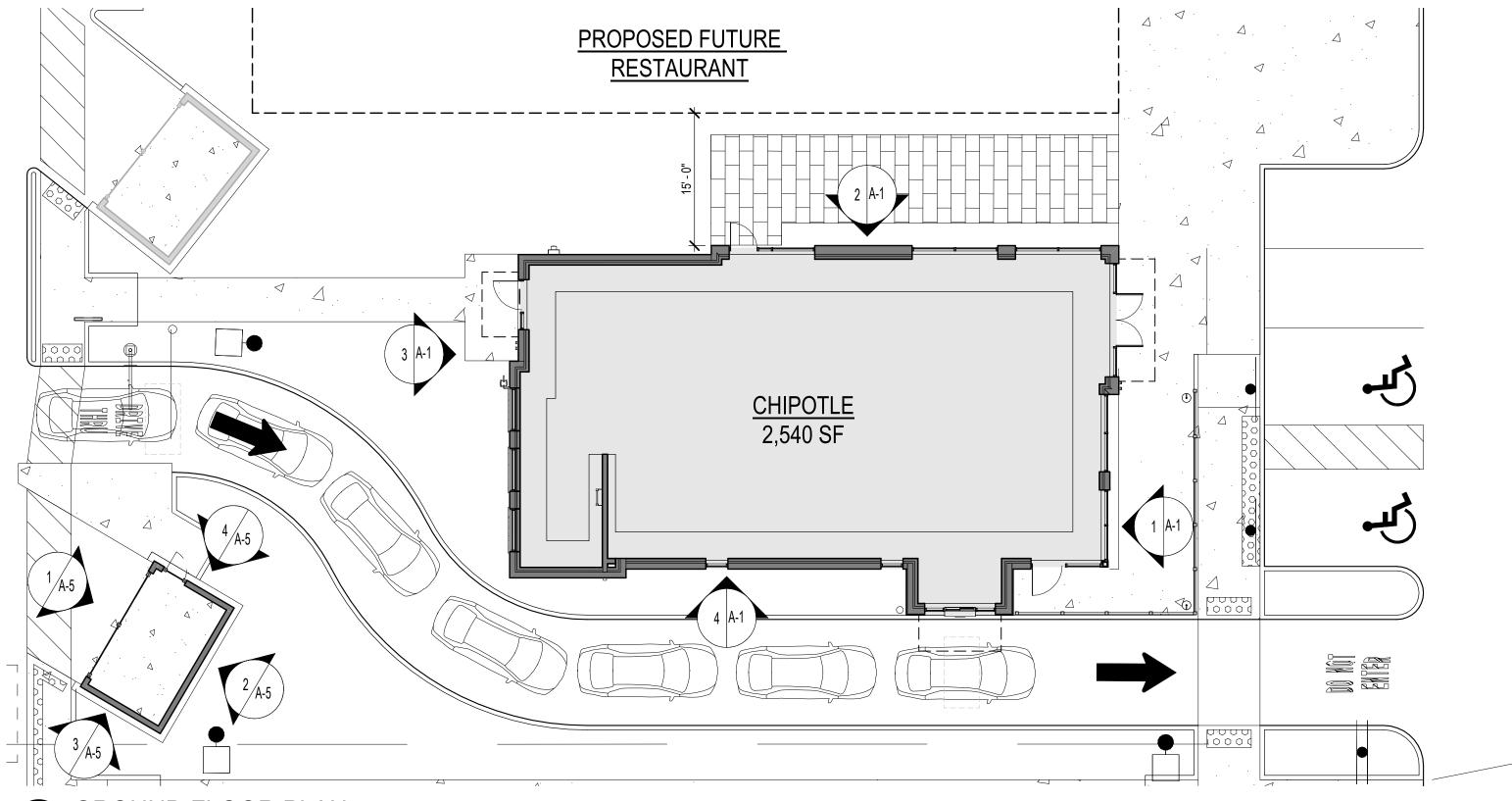
EXTERIOR MATERIALS:

- BX-1 HARVARD BRIK COLOR: MONUMENTAL WHITE SMOOTH
- BX-2 HARVARD BRIK COLOR: SLATE
- BX-3 HARVARD BRIK COLOR: QT BLACK
- (BX-4) GLAZED MASONRY UNIT COLOR: CHARCOAL
- MP-1 RUSTIC TEXTURE ARCH-FAB METAL PANEL
- G1 ALUMINUM STOREFRONT COLOR: CHARCOAL, FLUOROPOLYMER COATING
- CP-1 COPING PRE-FINISHED COLOR: DARK BRONZE

LAGRANGE SQUARE - LOT 3 CHIPOTLE

45 ORLAND SQUARE DRIVE ORLAND PARK, IL

REV: 10/15/2020 Project #: 19083

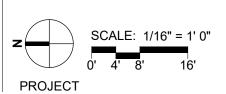


GROUND FLOOR PLAN

SCALE: 3/32" = 1'-0"



OKW ARCHITECTS 600 W. Jackson, Suite 250 Chicago, IL 60661

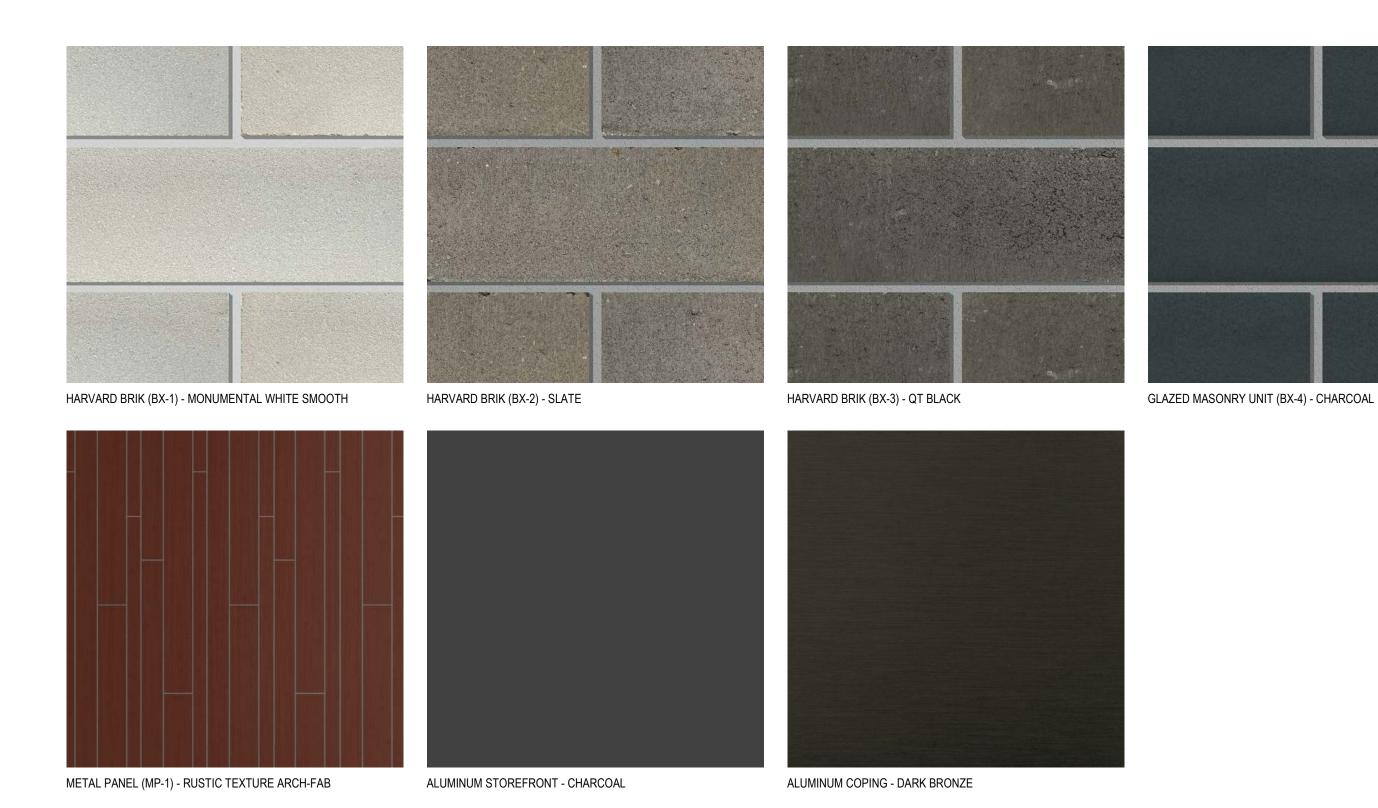




LAGRANGE SQUARE - LOT 3 CHIPOTLE

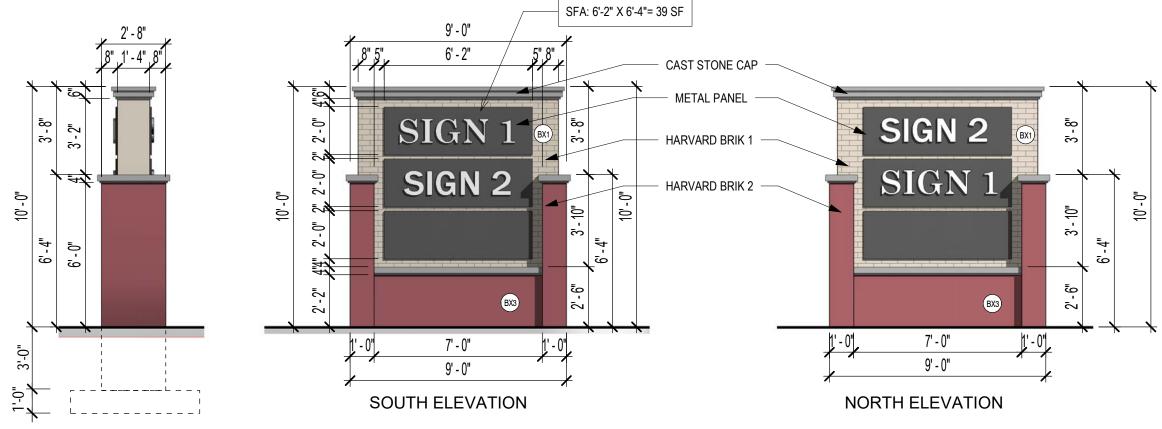
 $45~\mathrm{ORLAND}$ SQUARE DRIVE ORLAND PARK, IL

REV: 10/15/2020 Project #: 19083



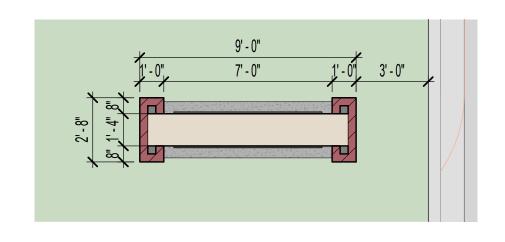


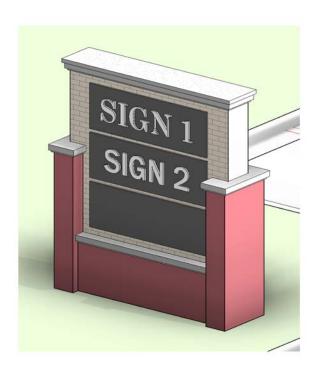




MONUMENT SIGN ELEVATIONS (MULTI-TENANT) - LOT 3

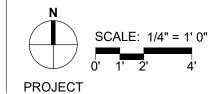
SCALE: 1/4" = 1'-0" EAST ELEVATION





MONUMENT SIGN PLAN
SCALE: 1/4" = 1'-0"



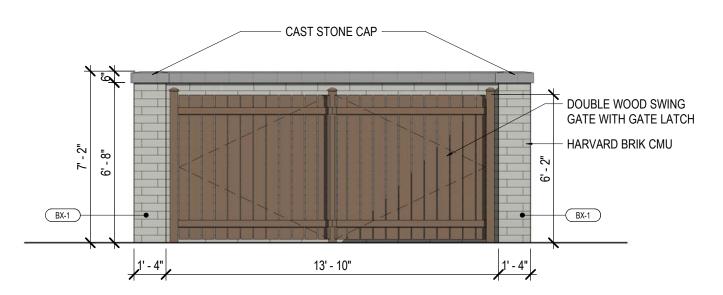




LAGRANGE SQUARE - LOT 3 CHIPOTLE 45 ORLAND SQUARE DRIVE ORLAND PARK, IL

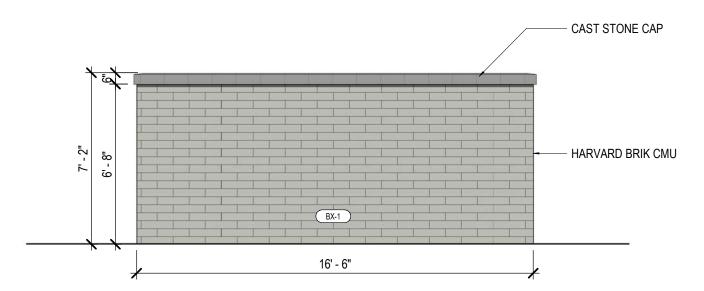
10/15/2020 Project #: 19083

A-4



1 TRASH ENCLOSURE - EAST ELEVATION

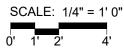
SCALE: 1/4" = 1'-0"

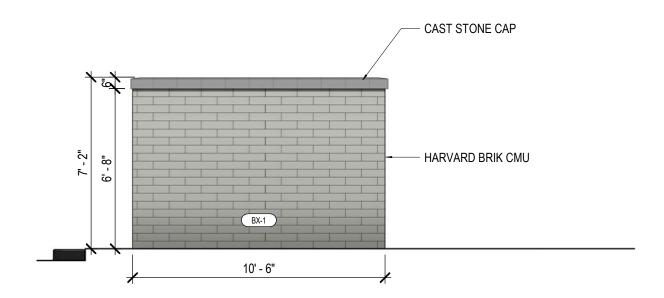


TRASH ENCLOSURE - WEST ELEVATION

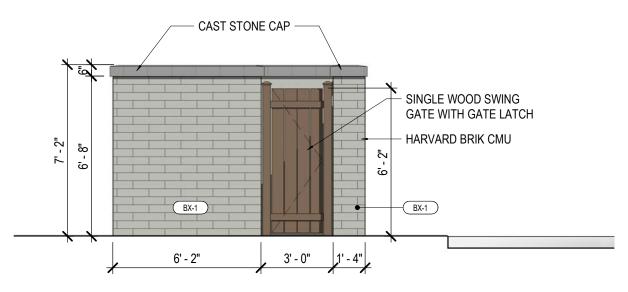
SCALE: 1/4" = 1'-0"







3 TRASH ENCLOSURE - NORTH ELEVATION SCALE: 1/4" = 1'-0"



TRASH ENCLOSURE - SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE – LAGRANGE SQUARE (45 ORLAND SQUARE DRIVE)

WHEREAS, an application seeking an amendment to a Special Use for Planned Development for certain real estate with modifications, as set forth below, has been filed with the Village Clerk of this Village and has been referred to the Plan Commission of this Village and has been processed in accordance with the Land Development Code (the "Code") of the Village of Orland Park, as amended; and

WHEREAS, the Plan Commission of this Village held a public hearing on December 8, 2020, on whether the requested amendment to a Special Use permit should be granted, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law, was given of said December 8, 2020 public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the Daily Southtown, a newspaper of general circulation in this Village; and

WHEREAS, the Plan Commission of this Village has filed with this President and Board of Trustees its report of findings and recommendations that the requested amendment to a Special Use for Planned Development with modifications be granted, and this Board of Trustees has duly considered said report and findings and recommendations;

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

The Plan Commission has made its report of findings and recommendations, and such are hereby adopted by reference as findings of this President and Board of Trustees as fully as if completely set forth at length herein. All exhibits submitted at the aforesaid public hearing are also incorporated by reference into this Ordinance. This President and Board of Trustees find that the proposed amendment to a Special Use for Planned Development, with modifications, are in the public good and in the best interests of the Village and its residents, are consistent with the Comprehensive Plan of the Village, and are consistent with and fosters the purposes and spirit of the Land Development Code of the Village of Orland Park, as set forth in Section 1-102 thereof.

SECTION 2

In addition to the findings set forth in Section 1 hereof, this Board of Trustees further finds in relation to the amendment to a Special Use permit for Planned Development as follows:

- (a) The Subject Property is located within the Village of Orland Park in Cook County, at 45 Orland Square Drive, within the Orland Square Mall (Shopping Center), and is zoned COR Mixed Use Zoning District. It is an approximately 4.99-acre site.
- (b) The Subject Property is the subject of Special Use Ordinance No. 468, which approved the Orland Square Mall Planned Development.
- (c) Specifically, Petitioner proposes to construct four (4) buildings on the vacant site (formerly Toys "R" Us) to accommodate five (5) restaurants with three (3) drive through lanes, two hundred (238) parking spaces and new landscape areas. The site will be subdivided into three (3) lots.
- (d) The proposed amended Special Use is consistent with the character of the immediate vicinity of the Subject Property. The surrounding property in all directions is COR Mixed Use Zoning District the Orland Square shopping center and restaurant (Panda Express) to the north, the shopping center and restaurant (Casa Margarita) to the south, a restaurant/indoor recreation facility (Dave & Buster's) to the east and, the Orland Square shopping center.
- (e) The amendment to the Special Use is consistent with the purposes, goals, objectives and standards of the Comprehensive Plan, any adopted overlay plan and the Land Development Code of the Village of Orland Park. The Comprehensive Plan designates this site as a Regional Core Planning District. The new buildings and restaurants will be consistent with this designation. There will be a cross-access easement, a shared parking agreement between all properties on the site and new directional signage.
- (f) The conditions on the amended Special Use as hereinafter set forth in SECTION 4 are reasonable, necessary and appropriate.
- (g) The design of the proposed amended Special Use will minimize any adverse effects, including visual impacts, on adjacent properties. The proposed building elevations have been designed to represent a significant aesthetic improvement to the site and area and will incorporate landscaping to prevent any potential adverse impacts on adjacent properties. The new channelizing island for right-in/right-out traffic, the cross-access easement and shared parking agreement are substantial improvements will enhance mobility to and from the site. In addition, a modification to permit a drive-through facility and parking lots to be located within the setback areas between the building facades and streets will improve access and mobility.

- (h) The Petitioner has demonstrated that public facilities and services, including but not limited to roadways, park facilities, police protection, hospital and medical services, drainage systems, refuse disposal, water and sewers, and schools, will be capable of serving the amended Special Use at an adequate level of service.
- (i) The Petitioner has made adequate legal provisions to guarantee the provision and development of any open space and other improvements associated with the proposed development.
- (j) The development will not adversely affect a known archaeological, historical or cultural resource.
- (k) The amended Special Use as granted shall in all aspects conform to the applicable regulations of the Land Development Code of the Village of Orland Park as amended, for the district in which it is located as well as all applicable regulations and ordinances of the Village, unless specifically addressed in this or another Ordinance.

SECTION 3

Subject to the conditions in SECTION 4 below, an amendment to the Special Use permit for Planned Development, with the modification to allow for a drive-through facility and parking lots to be located within the setback areas between the building façades and the streets (Section 6-210.F.4) described in SECTION 2 (g), in the COR Mixed Use District, originally granted by Ordinance No. 468, is hereby granted and issued for construction and operation of four (4) buildings containing five (5) restaurants with three (3) drive-through lanes, two hundred (238) parking spaces and new landscaping to be located on property legally described as:

PARCEL A:

LOT E-3 IN ORLAND SQUARE PLANNED DEVELOPMENT UNIT NO. E-3 RECORDED AUGUST 4, 1982 AS DOCUMENT NO. 26310068 BEING A SUBDIVISION OF A TRACT OF LAND IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PORTION CONDEMNED FOR ROAD PURPOSES IN CASE 12L50451) IN COOK COUNTY, ILLINOIS.

PARCEL B:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL A, AS ESTABLISHED BY AND CONTAINED IN THE EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1976 AND RECORDED AUGUST 10, 1976 AS DOCUMENT 23591873 FOR ACCESS, INGRESS AND EGRESS AS SET FORTH THEREIN AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED SEPTEMBER 15, 1977 RECORDED DECEMBER 16, 1977 AS DOCUMENT NUMBER 24240428.

PARCEL C:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL A ABOVE, FOR THE PURPOSE OF AN ACCESS ROAD RECORDED DECEMBER 28, 1978 AS DOCUMENT 24781113 AS AMENDED BY AMENDMENT RECORDED SEPTEMBER 3, 1982 AS DOCUMENT 26342391.

PARCEL D:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL A ABOVE, FOR THE PURPOSE OF PARKING AS SET FORTH IN THE DECLARATION OF EASEMENT FOR PARKING RECORDED DECEMBER 28, 1978 AS DOCUMENT 24781114.

PARCEL E:

NON-EXCLUSIVE RECIPROCAL EASEMENT IN FAVOR OF PARCEL A FOR THE PURPOSE OF PROVIDING INGRESS AND EGRESS OF MOTOR VEHICLES (INCLUDING TRUCKS) AS CREATED BY EASEMENT AGREEMENT RECORDED AUGUST 3, 1982 AS DOCUMENT 26308594.

Now known as:

LOTS 1, 2, AND 3 OF THE PLAT OF SUBDIVISION – LAGRANGE SQUARE, A PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, RECORDED MARCH 12, 2021 AS DOCUMENT 2107119009.

PIN: 27-10-300-030-0000

COMMONLY KNOWN AS: 45 Orland Square Drive, Orland Park, IL

SECTION 4

This amendment to the Special Use permit is subject to the following conditions:

- A. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan appended hereto and incorporated as EXHIBIT A titled "Site Plan" (Sheet C200) and "Site Data Plan" (Sheet C201)," prepared by Woolpert, Inc. dated October 2, 2019, last revised February 16, 2021, subject to the following conditions:
 - a) Petitioner must meet all building code requirements and final engineering requirements, including required permits form outside agencies.
 - b) All ground-based and roof-mounted mechanical equipment must be fully screened from view and shall meet the code requirements listed in Section 6-308.J of the Code.

- c) Petitioner must submit a sign permit application to the Development Services department for separate review. Signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply.
- d) The photometric plan shall comply with all lighting requirements per Section 6-315 of the Code.
- e) All drive-through accessories shall meet the requirements listed in Section 6-302.K and Section 6-210.F.4 of the Code. Menu boxes shall be designed with masonry architectural details matching the materials and design of the principal buildings, screened with landscaping so they are not visible from the street, and kept out of the setback areas between the building and the street.
- f) Petitioner must install directional signage throughout the site to assist with internal circulation and direct traffic entering and exiting the three drive-through lanes.
- g) Petitioner must provide a cross-access easement and shared parking agreement between all properties on site and to ensure that all lots will maintain proper ingress and egress.
- h) Petitioner must submit a letter of authorization from the property owner of 49 Orland Square drive allowing off-site work and landscape improvements to be completed on Parcel D.
- i) Petitioner must submit a letter of authorization from Simon Property Group to obtain permission to reconstruct the raised right-in/right-out channelizing island located within the ingress and egress easement at 151st Street.
- j) The 6,800 square foot restaurant building located on the south side of Lot 3 shall be considered conceptual only. Once a future tenant is selected and this portion of the site is designed, the proposed future development plans will be required to proceed back through the development review process for approval. The Petitioner shall seed or sod the building pad area until the future development on site is approved.
- B. The Subject Property shall further be developed substantially in accordance with the Landscape Plan appended hereto and incorporated as EXHIBIT B titled "Landscape Plan" (Sheet C500) and "Landscape Details" (Sheet C501) prepared by Woolpert, Inc., and dated October 2, 2019, last revised February 16, 2020, subject to the following conditions:
 - a) Petitioner must submit a final landscape plan meeting all Village Codes and all required supporting documentation addressing all outstanding landscape items in conjunction with the final engineering submittal;

- b) Petitioner must meet the landscaping and screening requirements listed Section 6-210.F.4 of the Code between the drive-through lane on Lot 1 and the adjacent streets (LaGrange Road and the Ring Road) to create a solid buffer at a minimum height of 36 inches.
- c) Petitioner must provide Foundation Landscaping meeting the requirements of Section 6-305.D.5 of the Code on the west side of all buildings on all lots, or provide an alternative landscaping option such as planter boxes.
- d) Petitioner must provide cash-in-lieu for tree mitigation or for any required trees or plant material that is unable to be provided on site as a result of the existing easement restrictions, in accordance with Section 6-305.F of the Code. The Petitioner shall pay the final cash-in-lieu amount to the Village prior to the issuance of any building permit.
- e) Petitioner must work with Village staff to determine suitable plant material and plant diversity within the parking lot islands along 151st Street where the required parking lot trees cannot be provided due to existing easement restrictions. Landscaping shall provide year-round visual interest equally effective for the purposes of screening in the winter and the summer seasons.
- C. The Subject Property shall further be developed substantially in accordance with the Elevations for Raising Cane's on Lot 1, titled "C 519 Orland Park P 4V Elevations Option A" prepared by ADA architects, Inc. dated October 9, 2020; and the Elevations for the multi-tenant building on Lot 2, titled "LaGrange Square", prepared by OKW Architects, Sheets A-1 to A-6, dated October 15, 2020; and the Elevations for Chipotle on Lot 3, titled "LaGrange Square Lot 3 Chipotle" prepared by OKW Architects, Sheets A-1 to A-5, dated October 15, 2020, all such Elevations appended hereto and incorporated herein as GROUP EXHIBIT C, subject to the same conditions specified in SECTION 4 A. hereof and, additionally, all masonry must be anchored veneer type masonry with a 2.625 inch minimum thickness.
- D. A record plat of subdivision conforming to the "Plat of Subdivision LaGrange Square" prepared by Woolpert, Inc. dated May 31, 2019, last revised October 15, 2020, must be submitted to the Village for approval, execution and recording.

SECTION 5

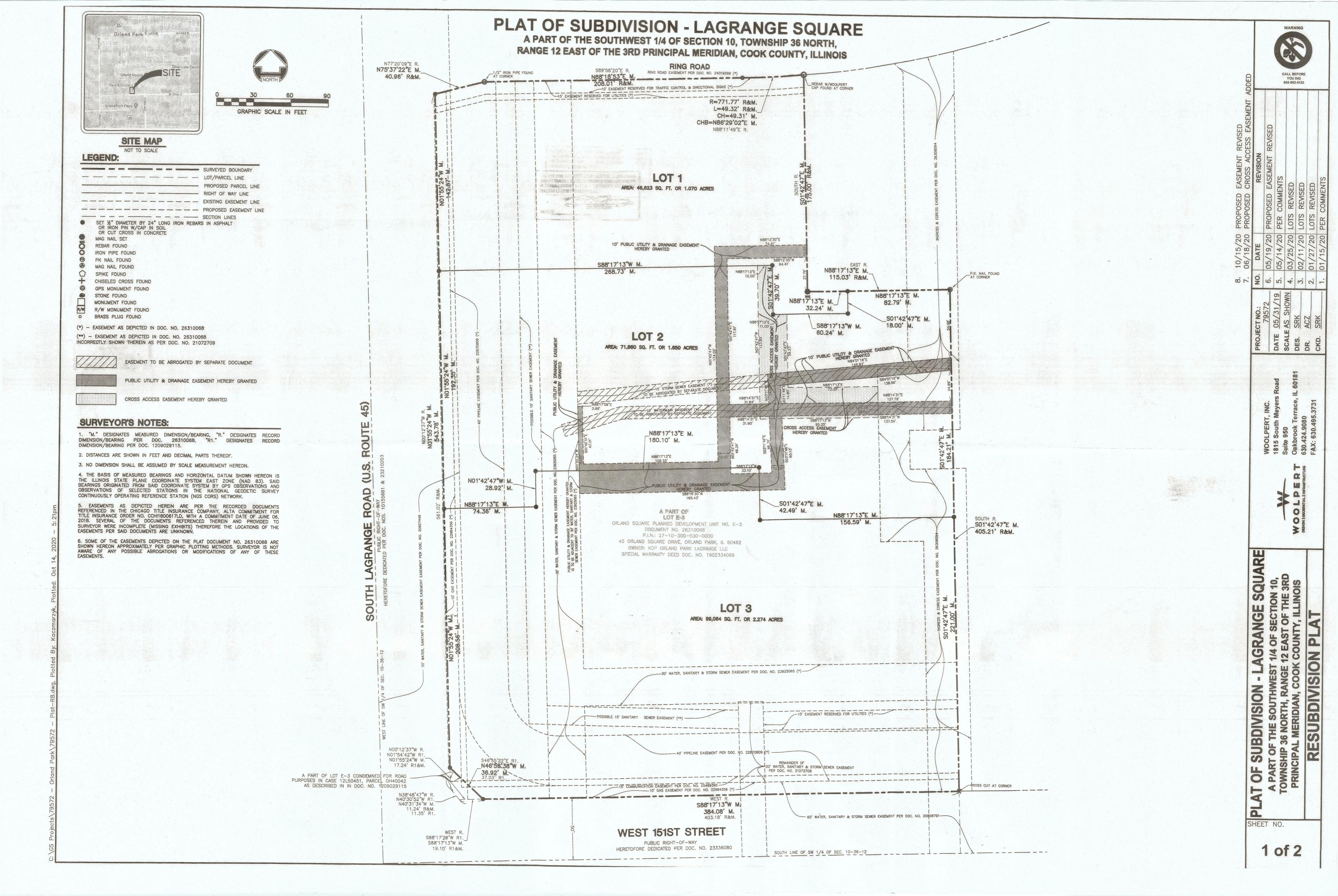
The Petitioner hereunder shall at all times comply with the terms and conditions of this amended Special Use and Ordinance No. 468, as amended, any Development Agreement between the Petitioner and the Village, prior Special Use ordinances covering the Subject Property, except as specifically amended by this or another Ordinance, and in the event of non-compliance, said permit and this amendment shall be subject to revocation by appropriate legal proceedings.

SECTION 6

The zoning map of the Village of Orland Park, Cook and Will Counties, Illinois, shall be amended so as to be in conformance with the granting of the amended Special Use permit as aforesaid.

SECTION 7

This Ordinance shall be in full force and effect from and after its passage as provided by law.



COUNTY CLERK'S CERTIFICATE:

COOK COUNTY CLERK

DAY OF PEBRUARY, A.D., 2021.

VILLAGE TREASURER'S CERTIFICATE:

ASSESSMENTS RELATING TO THE PROPERTY INCLUDED IN THIS PLAT OF RESUBDIVISION HAVE BEEN PAID.

CERTIFICATE AS TO SPECIAL ASSESSMENTS:

I DO NOT FIND ANY DELINQUENT GENERAL TAXES UNPAID, CURRENT GENERAL TAXES DELINQUENT, SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND IN THE ABOVE PLATE ASSESSMENTS AGAINST THE TRACT OF LAND IN THE ABOVE PLATE ASSESSMENTS OF UNPAID CURRENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENT SPEC

, VILLAGE TREASURER OF THE VILLAGE OF ORLAND PARK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

LEVIN WACHTEL, COLLECTOR OF THE VILLAGE OF ORLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE SPECIAL ASSESSMENT RECORDS OF SAID VILLAGE AND THAT I FIND ALL DEFERRED INSTALLMENTS, NOW DUE, OF OUTSTANDING UNPAID SPECIAL

OR UNPART CONSESS SPECIAL ASSESSMENTS ACROSS

STATE OF ILLINOIS

COUNTY OF COOK

STATE OF ILLINOIS

COUNTY OF COOK

STATE OF ILLINOIS

COUNTY OF COOK

DATED AT ORLAND PARK, COOK COUNTY, ILLINOIS

DATED AT ORLAND PARK, COOK COUNTY, ILLINOIS

KAREN A. YARBROUGH COOK COUNTY CLERK

PLAT OF SUBDIVISION - LAGRANGE SQUARE

A PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO: ADDRESS:

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PARCEL INDEX NUMBER: 27-10-300-030-0000

SQUARE

2 of 2

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ATTEST: Steven J. Parks TITLE: Member	CC
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SURVEYOR/ENGINEER:

1815 SOUTH MEYERS ROAD, SUITE 950

OAKBROOK TERRACE, IL 60181

PHONE: 630.424.9080

OWNER/SUBDIVIDER:

KDP ORLAND PARK LAGRANGE LLC

515 NORTH STATE STREET

SUITE 2660

CHICAGO, IL 60654 PHONE: 312.379.5101

THIS RTH	DAY OF FEBRUARY, A.D., 2021.			
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VILLAGE TREASU	RER			
		FOL APPTIFICATE.		
	BOARD OF TRUSTE	ES CERTIFICATE		
STATE OF ILLINO) SS			
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STATE OF ILLINOIS)) ss
COUNTY OF DUPAGE) 33

I, STEPHEN R. KREGER, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35-002985, DO HEREBY CERTIFY, THAT AT THE REQUEST OF THE OWNER THEREOF, I HAVE SURVEYED AND SUBDIVIDED INTO LOTS AS SHOWN ON THE HEREON DRAWN PLAT THE FOLLOWING DESCRIBED PROPERTY: LOT E-3 IN ORLAND SQUARE PLANNED DEVELOPMENT UNIT NO. E-3 RECORDED AUGUST 4, 1982 AS DOCUMENT NO. 26310068 BEING A SUBDIVISION OF A TRACT OF LAND IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PORTION CONDEMNED FOR ROAD PURPOSES IN CASE 12L50451) IN COOK COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 4.994 ACRES, MORE OR LESS, AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

1/2" DIAMETER BY 24" LONG IRON REBARS, MAG NAILS OR CROSSES CUT IN CONCRETE WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES EXCEPT AS NOTED.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND RESUBDIVISION IN EVERY DETAIL AND WAS PREPARED IN ACCORDANCE WITH PROVISIONS OF APPLICABLE ORDINANCES OF THE VILLAGE OF ORLAND PARK, ILLINOIS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MONUMENTATION SHOWN ON THE FACE OF THIS PLAT HAS BEEN FOUND OR WILL BE PLACED IN THE GROUND AS INDICATED HEREON, AFTER THE COMPLETION OF THE CONSTRUCTION OF THE IMPROVEMENTS OR WITHIN 12 MONTHS AFTER RECORDATION OF THIS PLAT, WHICHEVER SHALL OCCUP FIRST WHICHEVER SHALL OCCUR FIRST.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED AND SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ORLAND PARK WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE FIELD WORK WAS COMPLETED ON MAY 10, 2019.

I, FURTHER CERTIFY THAT ACCORDING TO THE FLOOD INSURANCE RATE MAP — MAP NUMBER 17031C0701J, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY WITH AN EFFECTIVE DATE OF AUGUST 19, 2008, WHICH IS THE MOST CURRENT FLOOD INSURANCE RATE MAP AVAILABLE ON FEMA'S WEBSITE, THIS SITE IS LOCATED IN ZONE "X" (NO SHADING) — AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN MAP FOR THIS DETERMINATION; FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

GIVEN UNDER MY HAND AND SEAL THIS 8 +1 DAY OF January 207 A.D. WOOLPERT, INC.

STEPHEN R. KREGER PROFESSIONAL LAND SURVEYOR #35-002985 LICENSE EXPIRES NOVEMBER 30, 2022

ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION NUMBER 184-001393

DATE: June 21, 2021

REQUEST FOR ACTION REPORT

File Number: **2021-0436**

Orig. Department: Development Services Department

File Name: Hampton Inn - Inducement Agreement

BACKGROUND:

Wrigley Hospitality, Inc. is planning to develop a 5 story, 158 room, 85,200 sq. ft. Hampton Inn by Hilton Inn hotel on a 3.88 acre property located at 16160-16168 LaGrange Road. The project has previously petitioned with the Village but has been delayed by market conditions as a result of the COVID-19 pandemic.

Wrigley Hospitality, Inc. has requested to participate in the Village of Orland Park's Economic Development Incentive Programs to assist with its proposed project. The Hotel Incentive Program (New Hotels) would allow Wrigley Hospitality, Inc. to receive 40% of the transient occupancy tax generated at its location for up to ten (10) years. The Village currently collects a 5% transient occupancy tax.

Wrigley Hospitality has also requested a sales tax sharing incentive to receive 50% of the sales tax generated at its location for up to ten (10) years. The Inducement Agreement also includes the Orland Park Commercial Impact Program that allows for a 25% reduction on permit and water tap fees. The Commercial Impact Program is estimated to save the project approximately \$58,000. The following is a summary of the proposed terms:

Hampton Inn Development Project - anticipated to be approximately \$15,000,000.

40% sharing of transient occupancy tax.

50% sharing of sales tax.

Ten-year term - is consistent with previous Inducement Agreements.

25% reduction on permit/water fees (estimated to save the project approx. \$58,000).

Maximum return to developer (including permit/water fee reduction) = 25% certified project costs or \$3,750,000, whichever comes first.

Job Creation/Retention (25-30 jobs).

The proposed Inducement Agreement is attached.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve a transient occupancy tax and sales tax sharing Inducement Agreement with Wrigley Hospitality, Inc. as outlined above pending approval of all Village planning, zoning, and building requirements.

INDUCEMENT AGREEMENT - HAMPTON INN ORLAND PARK

THIS AGREEMENT is entered into this _____ day of ______, 2021, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, a home rule municipal corporation (hereinafter referred to as the "VILLAGE"), and WRIGLEY HOSPITALITY, INC., an Illinois corporation (hereinafter referred to as "WRIGLEY HOSPITALITY").

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Preliminary Statements

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- (a) The VILLAGE is a home rule municipality pursuant to Article VII, Section 6 (a) of the Constitution of the State of Illinois and is authorized thereby to exercise any power and perform any function pertaining to its government and affairs.
- (b) WRIGLEY HOSPITALITY is the owner of certain real property, legally described in **EXHIBIT "A"** attached hereto and made a part hereof, and comprised of approximately 3.88 acres, commonly known as 16160-16168 S. LaGrange Road, Orland Park, Illinois (hereinafter referred to as the "Subject Property"). WRIGLEY HOSPITALITY, after receipt of the promises and inducements contained herein, plans to cause or permit remodeling of a five (5) story one hundred fifty eight (158) room "HAMPTON INN BY HILTON" eighty five thousand two hundred (85,200) square foot hotel building on the Subject Property (hereinafter collectively referred to as

the "Project"). It is anticipated by the parties hereto that the Project will generate substantial annual gross revenue, by the fifth year of operation of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) and will create employment for at least twenty-five (25) full time equivalent employees. As of the date of this Agreement, the cost of said Project is anticipated to be not less than FIFTEEN MILLION DOLLARS (\$15,000,000.00) including the construction cost and offsite work. It is understood and agreed that there has been a specific preliminary site plan submitted and approved by the VILLAGE in relation to the Subject Property. In addition, the architecture, building elevations, exterior building materials, building, zoning and sign requirements, and landscaping plans for the entire Subject Property, to the extent not previously submitted and approved, must be submitted to and approved by the VILLAGE. The Project to be constructed on the Subject Property shall be constructed substantially in accordance with the plans and specifications approved by the VILLAGE.

- (c) The VILLAGE is desirous of having the Subject Property improved with the new HAMPTON INN BY HILTON in order to service the needs of the VILLAGE and its residents, and the Project will increase employment opportunities in the VILLAGE, prevent decline in economic conditions existing in the VILLAGE, stimulate commercial growth and stabilize the tax base of the VILLAGE, and, in furtherance thereof, the VILLAGE contemplates certain incentives and continuing economic incentives under the terms and conditions hereinafter set forth to assist in such.
- (d) The parties hereto acknowledge, and WRIGLEY HOSPITALITY represents and warrants, that it requires economic assistance from the VILLAGE in order to commence and complete the Project, and that, but for said economic assistance, the Project as contemplated would

not be economically viable nor would the funds necessary for its commencement and completion be available.

- (e) For purposes of this Agreement, the use of the terms "sales tax" and "sales tax revenue" shall be construed to refer to that portion of taxes imposed by the State of Illinois for distribution to the VILLAGE pursuant to the Retailers' Occupation Tax Act and the Service Occupation Tax Act (as said Acts may be amended) and which are collected by the State and distributed to the VILLAGE, and all revenue derived from such taxes, as well as the VILLAGE'S Home Rule Retailers and Service Occupation Taxes. If a governmental or legislative body enacts any law or statute which results in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the VILLAGE from complying with this Agreement, then the VILLAGE, at its sole discretion, will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein.
- (f) This Agreement, and the incentives and inducements set forth herein, shall apply to any restaurant/food sales, pantry/market and/or retail sales to be located and conducted on the Subject Property, as well as any different (or similar) retail sales facilities which may be located and conducted on the Subject Property during the term of this Agreement.

2. Conditions Precedent to the Undertakings on the Part of the VILLAGE

All undertakings on the part of the VILLAGE pursuant to this Agreement are subject to satisfaction of the following conditions by WRIGLEY HOSPITALITY on or before the date of the Initial Payment provided for in Paragraph 3 below, or as otherwise specifically hereinafter stated:

(a) WRIGLEY HOSPITALITY shall have obtained final approval relating to the Project, including, but not limited to, construction of any signs, so that operation of the business can commence within the time set forth in Paragraph 3(d) hereof, it being understood and agreed

that the VILLAGE has the discretion established by law to approve all such work and the VILLAGE shall not be deemed to have caused a default hereunder or have any liability for its reasonable disapproval of such work.

- (b) WRIGLEY HOSPITALITY shall have obtained any other final approvals necessary from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project.
- (c) WRIGLEY HOSPITALITY has provided to the VILLAGE satisfactory evidence of the necessary financing for the Project and has provided to the Village's attorney for inspection a copy of a recorded deed evidencing legal ownership of the Subject Property by WRIGLEY HOSPITALITY.
- (d) WRIGLEY HOSPITALITY shall have certified to the VILLAGE that there exists no material default under this Agreement by WRIGLEY HOSPITALITY, beyond any applicable cure period set forth herein, that affects or that may affect operation of the aforementioned hotel at or on the Subject Property, and WRIGLEY HOSPITALITY has not received any notice of any violation relating to construction of the Project, which has not been cured, of any applicable VILLAGE ordinances, rules and regulations, or of any applicable laws of the State of Illinois or the United States of America, and/or any agency or subdivision thereof.
- (e) Subject to Paragraph 24, WRIGLEY HOSPITALITY shall have commenced construction of the Project on or before September 30, 2021.

3. <u>Undertakings on the Part of the VILLAGE</u>

Subject to satisfaction by WRIGLEY HOSPITALITY of all applicable terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to make the payments set forth in subparagraph (b) of this Paragraph 3:

- (a) In addition to the conditions set forth in Paragraph 2 above, the entire Project shall have been substantially completed and WRIGLEY HOSPITALITY shall cause to be opened a new hotel for business on the Subject Property as provided in Paragraph 4(a) below.
- (b) In the event that all terms and conditions set forth in this Agreement are satisfactorily met by WRIGLEY HOSPITALITY, the VILLAGE hereby agrees to pay the sums hereinafter provided for, by quarterly installment payments over a maximum of a ten (10) year period (but ending not later than April 30, 2033) as follows, subject however to the following conditions and restrictions:
 - (i) Each amount will be due and payable solely from the proceeds of sales tax revenue received by the VILLAGE from retail sales on the Subject Property computed as follows:
 - (1) It is acknowledged and understood by and between the parties hereto that the VILLAGE receives sales tax revenue monthly, and that the taxes generated by retail sales in any one month are distributed to the VILLAGE approximately three (3) months later (e.g. taxes generated by sales in July are generally received in mid to late October).
 - (2) Commencing with the first proceeds of sales tax revenue received by the VILLAGE from retail sales at the Subject Property and thereafter, the VILLAGE shall be entitled to fifty percent (50%) of all sales tax revenue received from retail sales at the Subject Property and WRIGLEY HOSPITALITY shall thereafter be entitled to the remaining fifty percent (50%) of the sales tax revenue received from retail sales at the Subject Property ("WRIGLEY HOSPITALITY'S Share"), up to a maximum of the lesser of twenty five percent (25%) of the certified Project costs as required pursuant to Paragraph 3 (b) (iii) of this Agreement or THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000.00), which maximum shall take into account WRIGLEY HOSPITALITY'S receipts from the VILLAGE'S Hotel Incentive Programs (as described in Paragraph 3 (e) of this Agreement) and the monetary value of fee reductions received by WRIGLEY HOSPITALITY pursuant to the VILLAGE'S Commercial Impact Program (as described in Paragraph 3 (e) of this Agreement).
 - (3) The initial payment of WRIGLEY HOSPITALITY'S Share (the "Initial Payment") shall be made not later than the first day of the fourth calendar month after the opening of the Hampton Inn Hotel (or on such later date once the VILLAGE has received the appropriate reports from the State to

- determine the amount of sales tax revenue generated on the Subject Property). Payments of WRIGLEY HOSPITALITY'S Share, if any, shall then be made every three (3) months thereafter until the tenth (10th) anniversary of the Initial Payment, but not later than April 30, 2033, at which time a final payment of WRIGLEY HOSPITALITY'S Share, if any then remaining, shall be made.
- (ii) That WRIGLEY HOSPITALITY shall have delivered to the VILLAGE no less than thirty (30) days prior to the Initial Payment, and no less than thirty (30) days prior to each subsequent payment, a certificate dated within fifteen (15) days of receipt by the VILLAGE that all representations and warranties contained in Paragraph 5 herein are true and correct. Provided, however, that once the Project has been completed and any aspects of the construction and initial occupancy of the Project requiring VILLAGE approval have received such approval from the VILLAGE as finally completed, the certificate required hereunder shall not be required.
- (iii) That WRIGLEY HOSPITALITY has documented prior to each payment under (2) above, to the VILLAGE's reasonably satisfaction, that the aggregate amount that has been expended for Project infrastructure costs outlined in **EXHIBIT** "B" attached hereto and made a part hereof equals or exceeds the aggregate payments theretofore made (including the then current payment to be made) pursuant to (2) above. Such documentation shall not continue to be required once it has been established such costs expended equals or exceeds the maximum amount of WRIGLEY HOSPITALITY'S Share as provided herein.
- (c) The VILLAGE shall provide for payments required under this Paragraph by appropriating therefor in its annual budget ordinance for the fiscal year in which such payment may be due.
- (d) WRIGLEY HOSPITALITY expects the Hampton Inn Hotel to open for business on the March 1, 2023. Subject to Paragraph 24, in the event that the Project is not open to the public as required hereunder on or before March 1, 2023, or on such other later date as may be agreed upon by and between the VILLAGE and WRIGLEY HOSPITALITY, then WRIGLEY HOSPITALITY shall be in default hereunder and all obligations on the part of the VILLAGE to make any payments to WRIGLEY HOSPITALITY pursuant to this Paragraph shall terminate after expiration of the applicable cure period set forth in Paragraph 21 hereof without cure, and neither

the VILLAGE nor WRIGLEY HOSPITALITY shall have any further obligations with regard to the Project pursuant to this Agreement.

(e) In the event that WRIGLEY HOSPITALITY fails to deliver to the VILLAGE any or all of the foregoing certifications within the time periods set forth above, or otherwise violates any term or provision of this Agreement, then in such event, the VILLAGE shall have no obligation to make any payment to WRIGLEY HOSPITALITY until such time as any such failure or violation is corrected to the reasonable satisfaction of the VILLAGE (except where this Agreement provides for forfeiture of any such payments), and all rights of WRIGLEY HOSPITALITY to demand any current or future payment from the VILLAGE shall be deemed waived until such failure or violation is so corrected, and all other obligations on the part of the VILLAGE arising pursuant to this Agreement shall be deemed suspended and without any further force and effect unless and until such failure or violation is so corrected within the applicable cure period. Upon the cure or correction as aforesaid, any suspended, waived or accrued but unpaid payments under Paragraph 3(b)(i) above shall be paid by the VILLAGE to WRIGLEY HOSPITALITY. Where this Agreement provides for forfeiture of any such payments, the VILLAGE may in that event cancel this Agreement immediately and permanently.

Notwithstanding any of the foregoing, or any other provision contained herein, if WRIGLEY HOSPITALITY fails in any year to timely pay any or all of the real estate taxes on the Subject Property when they become due, or within the applicable ten (10) day cure period provided in Paragraph 21, the VILLAGE may, at is sole discretion, suspend future incentive payments due hereunder. Upon presentation to the Village satisfactory evidence that such real estate tax obligations have been paid or otherwise satisfied, any suspended or accrued but unpaid payments under Paragraph 3(b)(i) above shall be paid by the VILLAGE to WRIGLEY HOSPITALITY.

Notwithstanding the foregoing, WRIGLEY HOSPITALITY shall have the right to contest in good faith the assessed valuation of the Subject Property and the improvements thereon from time to time without affecting this Agreement.

Additionally, it is understood and agreed by the parties that WRIGLEY HOSPITALITY is eligible to participate in the following VILLAGE programs:

- a) The Hotel Incentive Program (for new hotels) whereby WRIGLEY HOSPITALITY shall receive from the VILLAGE forty percent (40%) of the Hotel Operator's Accommodations Tax (which is five percent (5%) of the gross rental or leasing charge for hotel accommodations as described and defined in Section 7-7-7 of the Municipal Code of the VILLAGE) to be remitted to WRIGLEY HOSPITALITY by the VILLAGE on a quarterly basis for the ten (10) year term of this Agreement, and
- b) The Commercial Impact Program whereby WRIGLEY HOSPITALITY will receive from the VILLAGE a twenty-five percent (25%) reduction in permit and impact (exaction) fees otherwise payable for the Project as required by the provisions of the VILLAGE Land Development Code and Municipal Code, with payment of such fees and exactions deferred until issuance of the final occupancy permit.

4. <u>Undertakings on the Part of WRIGLEY HOSPITALITY</u>

(a) Subject to Paragraph 24, WRIGLEY HOSPITALITY shall not cause or permit the existence of any violation of VILLAGE ordinances applicable to the initial construction and occupancy of the Project, including but not limited to the VILLAGE's Building Code, Land Development Code, Fire Code, sign regulations, and any and all rules and regulations thereunder. WRIGLEY HOSPITALITY agrees that a minimum of FIFTEEN MILLION DOLLARS

(\$15,000,000.00) will be spent on the new Hampton Inn Hotel building and related improvements to the Subject Property and off-site. WRIGLEY HOSPITALITY agrees to cause the Project to be constructed in full compliance in all material respects with plans (including but not limited to site plans, engineering, landscaping, building elevations and exterior building materials) approved by the VILLAGE.

- (b) WRIGLEY HOSPITALITY shall comply with all of the requirements placed on it set forth in Paragraphs 2 and 4 of this Agreement.
- (c) WRIGLEY HOSPITALITY shall execute and provide the VILLAGE with a power of attorney letter, in form and content reasonably acceptable to the VILLAGE and WRIGLEY HOSPITALITY, which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the new Hampton Inn Hotel, including a restaurant and other retail sales facilities on the Subject Property to the VILLAGE while this Agreement is in effect. In addition to said letter, WRIGLEY HOSPITALITY shall prepare and submit such other or additional form(s) as may be required from time to time by the Illinois Department of Revenue in order to release such information to the VILLAGE. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of WRIGLEY HOSPITALITY to execute the necessary authorization and/or release, the VILLAGE shall not be required to make any of the incentive payments provided for in Paragraphs 3(b) and 3(e) hereof until such information is provided.

5. Representations and Warranties of WRIGLEY HOSPITALITY

- (a) WRIGLEY HOSPITALITY hereby represents and warrants that the Project requires economic assistance from the VILLAGE in order to commence and complete the Project and, but for the economic assistance to be given by the VILLAGE as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.
- (b) WRIGLEY HOSPITALITY hereby represents and warrants that it shall comply with all applicable local zoning and sign ordinances and regulations, all applicable building and fire code regulations and all other applicable VILLAGE codes, ordinances, resolutions and/or regulations, in any event with respect to the initial construction of the new Hampton Inn Hotel on the Subject Property. WRIGLEY HOSPITALITY agrees that the Project, including the site plan, engineering, landscaping plan, building elevations and exterior building materials, shall be constructed in full compliance in all material respects with plans approved by the VILLAGE.
- (c) WRIGLEY HOSPITALITY hereby represents and warrants that it is an Illinois corporation in good standing under the laws of the State of Illinois.
- (d) WRIGLEY HOSPITALITY hereby represents and warrants that it has provided the legal description of the Subject Property and is legal title holder or sole lessee of the Subject Property as set forth in this Agreement and that said legal description is accurate and correct to the best of its knowledge except as may hereafter be lawfully changed by plat of subdivision.
- (e) WRIGLEY HOSPITALITY hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than FIFTEEN MILLION DOLLARS (\$15,000,000.00).

6. Defaults

The occurrence of any one or more of the following shall constitute a default by WRIGLEY HOSPITALITY under this Agreement, subject to the cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein:

- (a) Failure to comply with any term, provision or condition of this Agreement imposed on WRIGLEY HOSPITALITY; and the failure to cure such default within the time and manner provided herein.
- (b) A representation or warranty made by WRIGLEY HOSPITALITY and contained herein that is false, inaccurate or otherwise incorrect, and that is not corrected within thirty (30) days following written notice thereof to WRIGLEY HOSPITALITY from the VILLAGE.
- (c) WRIGLEY HOSPITALITY: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated a bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of WRIGLEY HOSPITALITY and such appointment shall not be discharged within sixty (60) days after his appointment or WRIGLEY HOSPITALITY has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against WRIGLEY HOSPITALITY and remains pending for a period of sixty (60) consecutive days, unless the same has been bonded, and as a result thereof, WRIGLEY HOSPITALITY ceases to operate; or (x) files any lawsuit, claim and/or legal, equitable or

administrative action affecting the VILLAGE's ability to collect any such sales tax revenue hereunder.

- (d) WRIGLEY HOSPITALITY'S relocation of the aforementioned Hampton Inn
 Hotel to any place outside the corporate limits of the VILLAGE.
- (e) Subject to Paragraph 24, the discontinuation of the Hampton Inn Hotel on the Subject Property for a period in excess of one (1) year without its replacement by another retail sales business prior to the commencement of the eleventh (11th) year following the opening for business of the aforementioned Hampton Inn Hotel. If WRIGLEY HOSPITALITY violates the provisions of this Subparagraph, this Agreement shall be automatically terminated and the VILLAGE will have no further obligations hereunder, including but not limited to the obligation to make any payments pursuant to Paragraph 3 above.

Upon the occurrence of a default as hereinabove set forth and the expiration without cure of the applicable notice and cure provision, the VILLAGE shall be relieved of any and all of its obligations arising hereunder and such obligations on the part of the VILLAGE shall be immediately canceled, become null and void and be without any force or effect, subject to the notice and cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein. The sole remedy of the VILLAGE for WRIGLEY HOSPITALITY'S default hereunder shall be to terminate this Agreement, effective as of the expiration without cure of the notice and cure period following the date of such default.

Notwithstanding the foregoing, if the event which gives rise to a default hereunder, independently of this Agreement constitutes a violation of any code, ordinance, regulation or rule of the VILLAGE, the VILLAGE shall have such remedies as may be provided for in such ordinance, regulation or rule, or as permitted at law or in equity.

7. <u>Notices</u>

All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, and addressed as follows:

To the VILLAGE:

To WRIGLEY HOSPITALITY, INC.:

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

١.	WRIGLEY HOSPITALITY, IN	C
	Attn: Jay Patel	

2. Village Clerk
Village of Orland Park

14700 S. Ravinia Avenue Orland Park, Illinois 60477 2.

With a Copy to:

With a Copy to:

3. E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue - Suite 10
Orland Park, Illinois 60462

or to such other persons or such other addresses as the parties may indicate in writing, by providing at least thirty (30) days written notice to the other, either by personal delivery, by overnight delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof. The parties may hereafter mutually agree to accept service via facsimile, and any such facsimile service shall be deemed had upon receipt and proof of a written facsimile transmission confirmation page. Notice shall be deemed received upon acceptance or rejection, as evidenced by a written delivery receipt in relation thereto.

8. Law Governing

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9. Assignments

WRIGLEY HOSPITALITY shall not assign this Agreement to any person or entity other than an Affiliate or Affiliates without the express written approval and consent by the VILLAGE. For purposes of this Agreement, an "Affiliate" shall mean any person or entity that is, directly or indirectly, an officer, director or majority shareholder of WRIGLEY HOSPITALITY or is owned or controlled by, or under common control or ownership with, one or more officers, directors or majority shareholder of WRIGLEY HOSPITALITY and shall include any (i) member of such person's family, (ii) estate planning trust or entity the trustee, beneficiary or manager of which is any such person or a member of such person's family and (iii) trust or entity that results from the death or incapacity of any such person or a member of such person's family.

It is understood that the VILLAGE will have the absolute right and discretion to refuse to consent to an assignment where the prospective assignee has ever been denied any business license, or has ever had a business license terminated, suspended or revoked, or has ever been convicted of a felony.

Notwithstanding any such assignment and/or assumption of responsibility, whether permitted or approved and consented to by the VILLAGE, WRIGLEY HOSPITALITY shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

10. Time

Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

11. Binding Effect

This Agreement shall inure to the benefit of, and shall be binding upon the VILLAGE and WRIGLEY HOSPITALITY and its approved successors and assigns, subject, however, to the provisions of Paragraphs 9 and 12 hereof, and shall not run with the land.

12. Limitation of Liability

- No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the VILLAGE, or its officers, officials, agents and/or employees, in any amount or in excess of any specific sum agreed by the VILLAGE to be paid to WRIGLEY HOSPITALITY hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the VILLAGE, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of WRIGLEY HOSPITALITY against the VILLAGE, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the VILLAGE.
- (b) No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the officers, directors, shareholders, officials, agents and/or employees of WRIGLEY HOSPITALITY, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the officers, directors, shareholders, officials, agents and/or employees of WRIGLEY HOSPITALITY and any and all such rights or claims of VILLAGE against the officers, directors, shareholders, officials, agents and/or employees of WRIGLEY HOSPITALITY are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by WRIGLEY HOSPITALITY.

13. Reimbursement for Legal and Other Fees and Expenses

Except as provided in the grammatical paragraph immediately following this grammatical paragraph, upon demand by the VILLAGE made by and through its President, WRIGLEY HOSPITALITY from time to time shall promptly reimburse the VILLAGE for all reasonable out-of-pocket costs and expenses incurred by the VILLAGE in the administration of this Agreement if caused by, or attributable, to the unauthorized actions of WRIGLEY HOSPITALITY or any of its officers, directors, shareholders, employees, officials and/or agents.

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

In the event that any third party or parties institutes any legal proceedings against WRIGLEY HOSPITALITY and/or the VILLAGE, which relate to the terms of this Agreement, then, in that event, WRIGLEY HOSPITALITY shall indemnify and hold harmless the VILLAGE from any and all such proceedings. Further, WRIGLEY HOSPITALITY, upon receiving notice from the VILLAGE of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that WRIGLEY HOSPITALITY may not at any time settle or compromise such proceedings without the VILLAGE's consent and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the VILLAGE, nor any liability on the part of the VILLAGE, monetary or otherwise.

If the VILLAGE, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the VILLAGE and WRIGLEY HOSPITALITY on an issue of material

importance to the VILLAGE, or which may reasonably have 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 that the VILLAGE exercises such option, then WRIGLEY HOSPITALITY shall reimburse the VILLAGE from time to time on written demand from the VILLAGE President and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the VILLAGE in connection therewith.

In the event that the VILLAGE or WRIGLEY HOSPITALITY institutes legal proceedings against the other for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment all costs and expenses of such legal proceedings incurred by the prevailing party, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

14. <u>Continuity of Obligations</u>

Except as otherwise specifically provided for in this Agreement, the parties shall at all times during the term of this Agreement remain liable to the other for the faithful performance of all obligations imposed under this Agreement until: (a) the natural expiration of this Agreement's maximum ten (10) year period; (b) until the parties, at their sole option, have otherwise released the other party from any or all of its respective obligations hereunder; or (c) upon a material default by one party which default remains uncured beyond the applicable cure period and/or which is not subject to any cure period.

15. 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/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

16. 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 or authorized official of the VILLAGE, unless otherwise expressly provided herein 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.

17. 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 thereunder whether covered under or relevant to such heading or not.

18. <u>Authorization to Execute</u>

The officers of WRIGLEY HOSPITALITY who have executed this Agreement hereby warrant that they have been lawfully authorized by WRIGLEY HOSPITALITY to execute this Agreement on behalf of WRIGLEY HOSPITALITY. The VILLAGE President and VILLAGE Clerk hereby warrant that they have been lawfully authorized by the VILLAGE Board to execute this Agreement on behalf of the VILLAGE. WRIGLEY HOSPITALITY and the 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 any and all documents reasonably required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

19. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. 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.

20. <u>Counterparts</u>

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

21. <u>Curing Default</u>

In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Except as otherwise provided herein with respect to forfeiture by WRIGLEY HOSPITALITY of payments due hereunder, as set forth in Paragraph 3 hereof, the parties reserve the right to cure any violation of this Agreement or default hereunder within thirty (30) days following such written notice of such default. Except as otherwise provided herein with respect to forfeiture by WRIGLEY HOSPITALITY of payments due hereunder, if such default is so cured within said thirty (30) day period, all terms and conditions of this Agreement shall remain in full force and effect. If the parties cannot cure a default or violation hereof within said thirty (30) day period, then the other party shall grant a reasonable extension of the cure period, said extension not to exceed ninety (90)

days, provided that the party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting party upon request. The non-defaulting party may, at its sole discretion, grant such additional extensions beyond the aforementioned ninety (90) day extension period as may, in the sole discretion of the non-defaulting party, be reasonably necessary to cure said default. Notwithstanding anything herein to the contrary, the aforesaid time periods shall be extended pursuant to Paragraph 24, if applicable, and the cure period for a violation of Paragraph 3(d) shall be one (1) year.

22. Conflict Between the Text and Exhibits

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

23. 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 the VILLAGE from performance under such invalid provision of this Agreement.

24. Force Majeure

In the event that either party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of any act or occurrence beyond its reasonable control and not the fault of such party, including but not limited to labor disputes, material shortages, governmental restrictions or regulations, civil insurrection, war or other such reason, the party so delayed, hindered or prevented shall, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and shall immediately tender said performance upon the removal and/or reconciliation of said interference.

25. <u>Definition of "VILLAGE"</u>

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.

26. Recording of Agreement

Neither this Agreement nor a memorandum thereof shall be recorded with the Recorder of Deeds of Cook County, Illinois.

27. <u>Village Attorney's Opinion</u>

Upon the written request of WRIGLEY HOSPITALITY and as a material inducement to WRIGLEY HOSPITALITY, the VILLAGE shall cause its legal counsel to issue to WRIGLEY HOSPITALITY, for its and its successors' and permitted assigns', its legal opinion that this Agreement has been duly authorized by the VILLAGE, that the signature on behalf of the VILLAGE have been duly authorized and made and that the Agreement (excluding Paragraph 23) is valid and binding on the VILLAGE in accordance with its terms, excluding insolvency, bankruptcy and similar laws.

28. Execution of Agreement

This Agreement shall be signed last by the VILLAGE, and the President (Mayor) 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.

IN WITNESS WHEREOF, this Agreement as of the date and year first written above.

an Illinois municipal corporation		ATTEST:		
By:Village President		By: Village Clerk		
Date:	, 2021	Date:	, 2021	
WRIGLEY HOSPITALITY, INC. an Illinois corporation		ATTEST:		
By: I fattle	nt	_ By: Secretary		
Date:	June 17 , 2021	Date:	, 2021	