



VILLAGE OF ORLAND PARK

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

Meeting Agenda

Parks and Recreation Committee

Chairman James V. Dodge
Trustees Kathleen M. Fenton and Cynthia Nelson Katsenes
Village Clerk John C. Mehalek

Tuesday, September 3, 2019

6:00 PM

Village Hall

A. CALL TO ORDER/ROLL CALL

B. APPROVAL OF MINUTES

[2019-0603](#) Approval of the August 5, 2019 Parks and Recreation Minutes

Attachments: [Draft Minutes](#)

C. ITEMS FOR SEPARATE ACTION

1. [2019-0635](#) Great Egret Pond Shoreline Restoration and 2020 - 2022 Stewardship (PM29-03)

Attachments: [Pizzo - Proposal](#)
[Great Egret Pond - Map](#)
[V3 - Proposal](#)
2. [2019-0636](#) Park Hill Pond #1 East Shoreline Restoration and 2020 - 2022 Stewardship (PM15-02)

Attachments: [Pizzo - Proposal](#)
[Park Hill Pond #1 - Map](#)
[V3 - Proposal](#)
3. [2019-0637](#) Anthony Drive Pond Shoreline Restoration Expansion and 2020 - 2022 Stewardship - (PM20-07)

Attachments: [Pizzo - Proposal](#)
[V3 - Proposal](#)
[Anthony Drive Pond - Map](#)
4. [2019-0626](#) 2020 Winter/Spring Recreation Program Offering Lists (Subject to change based on final 2020 budget approval and Contractual Payments approval)

Attachments: [Winter & Spring 2020 Biela](#)
[Winter & Spring 2020 Geghen](#)
[Winter & Spring 2020 Heinlen](#)
[Winter & Spring 2020 Michau](#)
[Winter & Spring 2020 Petrow](#)
[Winter & Spring 2020 Piattoni](#)
[Winter & Spring 2020 Savage](#)
[Winter & Spring 2020 Smaga](#)
[Winter & Spring 2020 Stasukewicz](#)

5. **2019-0627** Power Wellness Management Contract Renewal

Attachments: [OPHFC Renewal Presentation v2](#)
[Contract - Amendment](#)

D. NON-SCHEDULED CITIZENS & VISITORS

E. ADJOURNMENT

DATE: September 3,
2019

REQUEST FOR ACTION REPORT

File Number: **2019-0603**
Orig. Department: **Village Clerk**
File Name: **Approval of the August 5, 2019 Parks and Recreation Minutes**

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Minutes of the Regular Meeting of the Parks and Recreation Committee of August 5, 2019.

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
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Meeting Minutes

Monday, August 5, 2019

6:00 PM

Village Hall

Parks and Recreation Committee

*Chairman James V. Dodge
Trustees Kathleen M. Fenton and Cynthia Nelson Katsenes
Village Clerk John C. Mehalek*

CALL TO ORDER/ROLL CALL

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

Present: 3 - Chairman Dodge; Trustee Fenton and Trustee Nelson Katsenes

APPROVAL OF MINUTES

2019-0541 Approval of the July 1, 2019 Parks and Recreation Minutes

I move to approve the Minutes of the Regular Meeting of the Parks and Recreation Committee of July 1, 2019.

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

Aye: 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

Nay: 0

ITEMS FOR SEPARATE ACTION

2019-0553 Public Works Pond Swale Grading, Shoreline Stabilization and Stewardship Project - PM16-13

Park's Division Director Gary Couch reported that as a part of the development of 15610 LaGrange Road, commonly known as "LFI" (see LaGrange Retail Development - Planned Unit Development / 2016-0865), Lots 5 and 6 of the LFI site were dedicated to the Village of Orland Park for the expansion of the Public Works Department service yards. In exchange, LFI was allowed to use available capacity in the regional wetlands along Ravinia Avenue. This exchange ensured optimal development potential for the LFI site, increased the land area available to the Public Works Department and utilized existing stormwater infrastructure rather than creating a redundant pond system. Lots 5 and 6, which are now collectively known as "Public Works Pond - PM 16-13", were deeded to the Village in February 2018.

As a part of the overall LFI stormwater system, Lots 5 and 6 were engineered to convey storm water from LFI site to the regional detention facility along Ravinia Avenue to the west. A swale was established on Lot 5 to convey storm water north through Lot 6, which would be ultimately detained in the regional detention ponds along Ravinia Avenue. After completing this work, it was determined that additional portions of the swale on Lot 6 required additional grading, stabilization and ultimately maintenance provided through a three (3) year stewardship.

The Public Works and Parks and Grounds Departments worked together to obtain proposals for the three (3) components of the scope of work on Lot 6 (Grading, Shoreline Stabilization, and Stewardship), which are attached to the committee

packet for review and summarized below. A site plan of the LFI development and a map of the Public Works Pond are included for reference.

I move to recommend to the Village Board of Trustees to approve the proposal for the grading and shoreline stabilization of the swale at the Public Works Pond (PM16-13) by V3 Companies of Woodridge, IL for an amount not to exceed a total of \$19,426.00;

And

I move to recommend to the Village Board of Trustees to approve the proposal for the three-year stewardship of the swale at the Public Works Pond (PM16-13) by V3 Companies of Woodridge, IL for an amount not to exceed a total of \$25,485.00.

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

Aye: 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

Nay: 0

2019-0575 Turf Mowing RFP 17-012 Contract Extension - 2020 and 2021

Park's Division Director Gary Couch reported that a Request for Proposals (RFP) for Turf Mowing for years 2017, 2018 and 2019, with the option of extending for two (2) additional years, was issued on February 24, 2017. On March 20, 2017 agenda item 2017-0216, the contract was awarded to Semmer Landscape. Semmer Landscape has provided an excellent level of service and has proven to be extremely responsive to inquiries or additional requests. Semmer's mowing rate has increased by 2% each year of the current contract.

Staff reached out to Semmer for a proposal to extend the current contract. Semmer has offered to continue servicing the Village's mowing needs at a 2% increase for the 2020 season and 2% for the 2021 season.

Chairman Dodge & Trustee Katsenes had questions and comments regarding this matter. (refer to audio file)

Director Couch responded to their questions and comments. (refer to audio file)

I move to recommend to the Village Board of Trustees to approve a 2 year contract extension for Turf Mowing contract to Semmer Landscape for the years 2020 and 2021 in an amount not to exceed the board approved budgeted amount at a 2% annual contract rate increase per year.

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

Aye: 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

Nay: 0

NON-SCHEDULED CITIZENS & VISITORS

South Suburban Tennis Academy (SSTA) Representative Andy Ventress addressed the committee with comments and questions. (refer to audio file)

Chairman Dodge and Trustee Fenton responded to Mr. Ventress' comments and questions. (refer to audio file)

ADJOURNMENT: 6:04 P.M.

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

Aye: 3 - Chairman Dodge, Trustee Fenton, and Trustee Nelson Katsenes

Nay: 0

2019-0586 Audio Recording for the August 5, 2019 Committee Meetings - Parks & Recreation, Public Safety, & Public Works

NO ACTION

/AB

Respectfully Submitted,

John C. Mehalek, Village Clerk

DATE: September 3,
2019

REQUEST FOR ACTION REPORT

File Number: **2019-0635**
Orig. Department: **Parks Department**
File Name: **Great Egret Pond Shoreline Restoration and 2020 - 2022 Stewardship (PM29-03)**

BACKGROUND:

In 2011, the Village established the Basin and Best Practices Management report. The report contains bids and evaluations on Village ponds and areas that require stewardship to ensure proper functionality and aesthetics of said areas. Since the completion of the report, the Village has worked with V3 Companies and Pizzo & Associates, who were the companies that were awarded basin and restoration work.

Residents whose homes abut Great Egret Pond (10631 Great Egret Dr), which is located in the Mallard Landing subdivision, began reaching out to the Village in April, 2019 regarding the condition of the pond's shoreline, which is overgrown with woody and herbaceous weeds. Most residents cannot see the other side of the pond due to the prevalence of weedy vegetation. Furthermore, several areas around the pond are experiencing erosion due to the poor quality of the shoreline vegetation. As such, the Parks and Grounds Department requested proposals from V3 Companies and Pizzo & Associates for stream stabilization, invasive species control and the shoreline restoration of Great Egret Pond. The scope of work includes the establishment of native planting to control erosion along the abovementioned shoreline, as well as the control of invasive woody and herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The scope of work and the total cost for the three-year stewardship program is attached. Both companies submitted proposals for this project, which are attached for reference and summarized below:

Pizzo & Associates = \$58,800.70

V3 Companies = \$51,984.15

V3 Companies submitted the lowest proposal for the project and are the recommended contractor for this project.

This case is now before the Parks and Recreation Committee for review prior to being sent to the Board of Trustees for final consideration.

BUDGET IMPACT:

Funds are available in the 2019 Basin Best Practice Management account #031-6007-443500.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the Great Egret Pond Shoreline Restoration and 2020 - 2022 Stewardship (PM29-03) to V3 Companies of Woodridge, IL for an amount not to exceed a total of \$51,984.15.

PROPOSAL FOR WORK**PIZZO & ASSOCIATES, LTD.**

Ecological Restoration & Planning
10729 Pine Road, PO Box 98
Leland, IL 60531
PH: 815.495.2300 / FX: 815.498.4406

Project Number:	114035-00-ORLA
Project Ecologist:	Nick Kinsella
Mobile Phone:	815-826-1081
e-mail Address:	nick@pizzo.info

PROJECT:

Project Name:	Orland Park: 2019 Pond Restoration
Project Address:	Orland Park, IL
Project Contact:	Michael Mazza Village of Orland Park Operations Manager

Proposal Based On:

Wage Rate:	Standard
Taxes Included:	YES

Project Estimate:

Great Egret Shoreline Restoration

WORK SHALL INCLUDE:

BASE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	2019 Woody Clearing: Includes clearing of all unwanted brush and trees up to 6" DBH, cut stumps will be treated with herbicide to prevent resprouts. Cut material will be chipped and hauled off site.	Lump Sum	1	\$5,580.29	\$5,580.29
2	2020 Growing Season Herbicide Treatments: Includes (2) complete herbicide treatments throughout the restoration area to eliminate all existing herbaceous plant material.	Lump Sum	1	\$1,288.16	\$1,288.16
3	Site Preparation & Prescribed Burn: Includes prescribed fire to eliminate all standing dead vegetation from the site in preparation for seeding. Also includes shoreline regrading where needed to create a uniform slope to the waters edge.	Lump Sum	1	\$13,256.61	\$13,256.61
4	Native Seeding: Includes the installation of custom native seed mix designed specifically for this site, all seeded area will be covered with NAG S-75 Straw Erosion Control Blanket.	Lump Sum	1	\$6,362.94	\$6,362.94
5	Shoreline Plug Planting: Includes installing (4,050) live native plugs throughout the (1,358 LF) restoration shoreline.	Lump Sum	1	\$12,472.69	\$12,472.69
6	Stewardship Year #1: Includes (4) complete stewardship visits throughout the first year following restoration.	Year	1	\$5,618.00	\$5,618.00
7	Stewardship Year #2: Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$7,111.00	\$7,111.00
8	Stewardship Year #3: Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$7,111.00	\$7,111.00
TOTAL	BASE BID				\$ 58,800.70

ALTERNATE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	Shoreline Plug Protection - Goose Fencing: Includes the installation of a double layer goose protection fence around both side of the entire restoration area plug planting.	Lump Sum	1	\$14,243.54	\$14,243.54
2	Outcropping Shoreline Landings: Includes the installation of (2) outcropping stone landings at the shoreline.	Lump Sum	1	\$6,420.48	\$6,420.48
3	Great Egret - Island Restoration: Includes full restoration of the island located at Great Egret Pond, woody removal, herbicide application, site prep and grading, native seed and plug installation, goose protection.	Lump Sum	1	\$21,107.06	\$21,107.06
TOTAL	ALTERNATE BID				\$ 41,771.08

Note: Removal of deleterious material from soils placed in the planting area is not included.

Note: Finished grading must be completed and accepted by the owner's representative or authorized agent of the client before mobilization takes place.

Note: This proposal is based on a single mobilization; subsequent mobilizations may incur additional costs.

AGREEMENT:

I/we represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

Michael Mazza
Village of Orland Park

Date: _____

Nick Kinsella
Pizzo & Associates, Ltd.

Date: 8/22/2019



PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:

Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

FINANCE CHARGES & RETURNED CHECKS: All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

LIEN RIGHTS: In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

GUARANTEES: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

SUBCONTRACTING: Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions, etc.) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

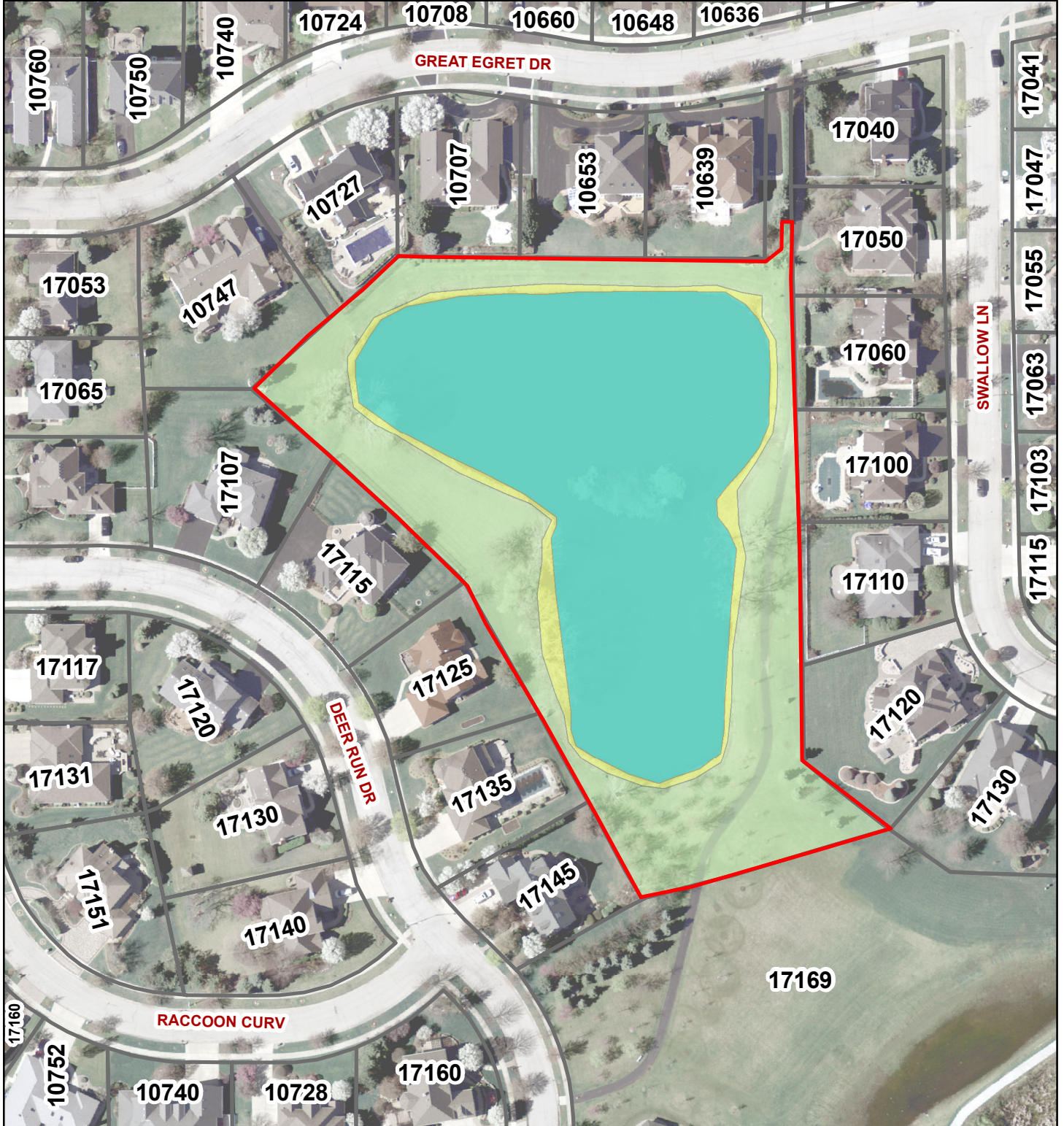
DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.

Great Egret Pond

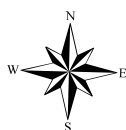
29-03

10631 Great Egret Dr



Legend

- Manmade Features
- Water
- Natural Vegetation
- Mowable Area



Aerial Taken: 2015
Last Updated: 03 May 2017

True Mowing Area: 1.75 ac
Contract: 1065



"The Professional Approach to Ecology"

To: Mr. Mike Mazza Address: Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name: Great Egret Pond Project Address: Great Egret Dr. Orland Park, IL	Date: 8/6/2019 Ref No. PER17979

V3 Companies proposes to perform the following work:

Item	Item Description	Qty	Unit	Unit Price	Total Price
2019					
1.0	Tree Clearing	1.0	LS	\$ 6,000.00	\$ 6,000.00
2.0	Pre-seeding Weed Control	1.0	LS	\$ 1,750.00	\$ 1,750.00
Subtotal - 2019:					\$ 7,750.00
2020					
3.0	Prescribed Burn	1.0	LS	\$ 3,360.00	\$ 3,360.00
4.0	Soil Prep and Native Seeding	1.0	LS	\$ 2,665.00	\$ 2,665.00
5.0	S-150BN Erosion Blanket Installed	3145.0	SY	\$ 1.75	\$ 5,503.75
6.0	Native Plugs	2775.0	EA	\$ 3.28	\$ 9,102.00
7.0	Goose Enclosures Installed	2770.0	LF	\$ 2.42	\$ 6,703.40
8.0	Weed Control	4.0	EA	\$ 1,100.00	\$ 4,400.00
Subtotal - 2020:					\$ 31,734.15
2021					
9.0	Weed Control	4.0	EA	\$ 1,200.00	\$ 4,800.00
10.0	Supplemental Seeding	1.0	LS	\$ 1,250.00	\$ 1,250.00
Subtotal - 2021:					\$ 6,050.00
2022					
11.0	Weed Control	4.0	EA	\$ 1,300.00	\$ 5,200.00
12.0	Supplemental Seeding	1.0	LS	\$ 1,250.00	\$ 1,250.00
Subtotal - 2022:					\$ 6,450.00
TOTAL PRICE:					\$ 51,984.15

Project Notes:


- 1.0 Contract will be invoiced at the units and rates indicated herein.
- 2.0 Herbicides will be applied for control of invasive weed species and will occur between April and September of each year.
- 3.0 Chemical and mechanical weed control activities will be conducted to control nuisance herbaceous and woody vegetation.
- 4.0 Prescribed burns are targeted for execution between fall and spring of the following year. Actual schedule will be dependent upon permitting and appropriate field conditions.



"The Professional Approach to Ecology"

To: Mr. Mike Mazza Address: Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name: Great Egret Pond Project Address: Great Egret Dr. Orland Park, IL	Date: 8/6/2019 Ref No. PER17979


- 5.0 Prescribed burns do not guarantee the protection and survivorship of any landscape material located within or immediately adjacent to the burn area.
- 6.0 Invoicing will be issued for prescribed burn preparation at the time the permit is issued. If the burn is delayed beyond the expiration of the permit, additional charges will apply to complete a second iteration of the permit documents and reapply for the permit.
- 7.0 Burns are anticipated to be completed in a single mobilization. If a burn is terminated prior to completion for any reason, the burn will be invoiced as a prorated portion of the total cost based on acreage completed and the mobilization of equipment and personnel. The fee for completing the burn will be evaluated and additional costs will be presented to the client for approval.
- 8.0 Site monitoring will be performed during late summer/early fall to evaluate vegetation establishment, species diversity, weed pressure, and other items that may affect the overall performance of the native vegetation. Results will be presented at the end of the growing season in the form of a letter report that will also include recommendations for future maintenance.
- 9.0 Woody removals will be chipped and hauled off-site. Stumps will be treated with herbicide. No stump grindings are included in this contract. Clearing of the island may be done on an independent mobilization and disposal will be handled by brush pile burning.
- 10.0 This proposal will be executed in accordance with the attached terms and conditions.

ACCEPTED: The above prices, specifications and conditions are satisfactory and Purchaser: _____ Signature: _____ Printed Name: _____ Date: _____	CONFIRMED: V3 Companies Authorized Signature:  Printed Name: Michael Famiglietti, P.E. Vice President
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Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



 <p>7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com</p>	PROJECT NO.: PER17979	CLIENT: Village of Orland Park	<p>GREAT EGRET POND</p>	
	CREATED BY: BWM			
<p>Visio, Vertere, Virtute... "The Vision To Transform With Excellence"</p>	DATE: 08/06/2019	BASE LAYER: Base Layer (Year)	<p>Great Egret Pond Great Egret Dr. Orland Park</p>	
	SCALE: See Scale Bar			



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. 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 CLIENT and any other party concerning the Project, the CONSULTANT 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 CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, 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 CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT 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 CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT'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. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. 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 prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. FACSIMILE TRANSMISSIONS.

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 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 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 a facsimile transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. 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 be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue-line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

DATE: September 3,
2019

REQUEST FOR ACTION REPORT

File Number:	2019-0636
Orig. Department:	Parks Department
File Name:	Park Hill Pond #1 East Shoreline Restoration and 2020 - 2022 Stewardship (PM15-02)

BACKGROUND:

In 2011, the Village established the Basin and Best Practices Management report. The report contains bids and evaluations on Village ponds and areas that require stewardship to ensure proper functionality and aesthetics of said areas. Since the completion of the report, the Village has worked with V3 Companies and Pizzo & Associates, who were the companies that were awarded basin and restoration work. Both companies have provided superior expertise and service, greatly improving the functionality and appearance of the natural plantings at multiple Village pond sites since that time.

On 10/3/2016, the Village Board approved the proposal from V3 Companies to stabilize the north side of Park Hill Pond #1 (15799 Parkhill Drive - see 2016-0650). Since that time, the north side of Park Hill Pond #1 has undergone a complete revitalization, with a 15' - 25' wide buffer of native plantings extending along the pond shoreline. The current project would provide the same scope of work for the east side of the Park Hill Pond #1 and represent the fourth phase of restoration work at Park Hill ponds. Residents whose homes abut the east side of Park Hill Pond #1 began reaching out to the Village in May, 2019 regarding the condition of the pond's shoreline, which is overgrown with woody and herbaceous weeds. Most residents cannot see the other side of the pond due to the prevalence of weedy vegetation. Furthermore, several areas along the east side of the pond are experiencing erosion due to the poor quality of the shoreline vegetation.

As such, the Parks and Grounds Department requested a proposal from V3 Companies and Pizzo & Associates for stream stabilization, invasive species control and the shoreline restoration of the east side of Park Hill Pond #1. The scope of work includes the establishment of native planting to control erosion along the abovementioned shoreline, as well as the control of invasive woody and herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The scope of work and the total cost for the three-year stewardship program is attached. Both companies submitted proposals for this project, which are attached for reference and summarized below:

Pizzo & Associates = \$56,143.01
V3 Companies = \$34,966.10

V3 Companies submitted the lowest proposal for the project and are the recommended contractor for this project. V3 Companies are currently maintaining the north side of Park Hill Pond #1 and are very familiar with the condition of the pond, which helps explain the discrepancy between the two (2) proposals. V3 will also repair and restore a small area that was vandalized on the north side of Park Hill Pond #1 at no charge as a part of this project.

This case is now before the Parks and Recreation Committee for review prior to being sent to the Board of Trustees for final consideration.

BUDGET IMPACT:

Funds are available in the 2019 Basin Best Practice Management account #031-6007-443500.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the Park Hill Pond #1 East Shoreline Restoration and 2020 - 2022 Stewardship (PM15-02) to V3 Companies of Woodridge, IL for an amount not to exceed a total of \$34,966.10.

PROPOSAL FOR WORK

PIZZO & ASSOCIATES, LTD.

Ecological Restoration & Planning
10729 Pine Road, PO Box 98
Leland, IL 60531
PH: 815.495.2300 / FX: 815.498.4406

Project Number:	114035-00-ORLA
Project Ecologist:	Nick Kinsella
Mobile Phone:	815-826-1081
e-mail Address:	nickk@pizzo.info

PROJECT:

Project Name:	Orland Park: 2019 Pond Restoration
Project Address:	Orland Park, IL
Project Contact:	Michael Mazza Village of Orland Park Operations Manager

Proposal Based On:

Wage Rate:	Standard
Taxes Included:	YES

Project Estimate:

Parkhill Pond East Shoreline Restoration
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WORK SHALL INCLUDE:

BASE BID:

Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	2019 Woody Clearing; Includes clearing of all unwanted brush and trees up to 6" DBH, cut stumps will be treated with herbicide to prevent resprouts. The Northern most cut material will be chipped and hauled off site, the material South of the houses will be pile burned on site.	Lump Sum	1	\$11,365.41	\$11,365.41
2	2020 Growing Season Herbicide Treatments: Includes (3) complete herbicide treatments throughout the restoration area to eliminate all existing herbaceous plant material.	Lump Sum	1	\$2,297.82	\$2,297.82
3	Site Preparation & Prescribed Burn: Includes prescribed fire to eliminate all standing dead vegetation from the site in preparation for seeding. Also includes very limited shoreline regrading by hand only.	Lump Sum	1	\$10,296.19	\$10,296.19
4	Native Seeding: Includes the installation of custom native seed mix designed specifically for this site, all seeded area will be covered with NAG S-75 Straw Erosion Control Blanket.	Lump Sum	1	\$11,385.68	\$11,385.68
5	Shoreline Plug Planting: Includes installing (1,500) live native plugs throughout the (535 LF) restoration shoreline.	Lump Sum	1	\$4,931.50	\$4,931.50
6	Stewardship Year #1: Includes (4) complete stewardship visits throughout the first year following restoration.	Year	1	\$4,518.00	\$4,518.00
7	Stewardship Year #2: Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$5,674.20	\$5,674.20
8	Stewardship Year #3: Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$5,674.20	\$5,674.20
TOTAL	BASE BID				\$56,143.01

ALTERNATE BID:

Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	Shoreline Plug Protection - Goose Fencing: Includes the installation of a double layer goose protection fence around both side of the entire restoration area plug planting.	Lump Sum	1	\$5,374.96	\$5,374.96
TOTAL	ALTERNATE BID				\$ 5,374.96

Note: Removal of deleterious material from soils placed in the planting area is not included.

Note: Finished grading must be completed and accepted by the owner's representative or authorized agent of the client before mobilization takes place.

Note: This proposal is based on a single mobilization; subsequent mobilizations may incur additional costs.

AGREEMENT:

I/we represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

Michael Mazza
Village of Orland Park

Date:

Nick Kinsella
Pizzo & Associates, Ltd.

Date: 8/22/2019



8/22/2019

PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:

Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

FINANCE CHARGES & RETURNED CHECKS: All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

LIEN RIGHTS: In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

GUARANTEES: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

SUBCONTRACTING: Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions, etc.) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

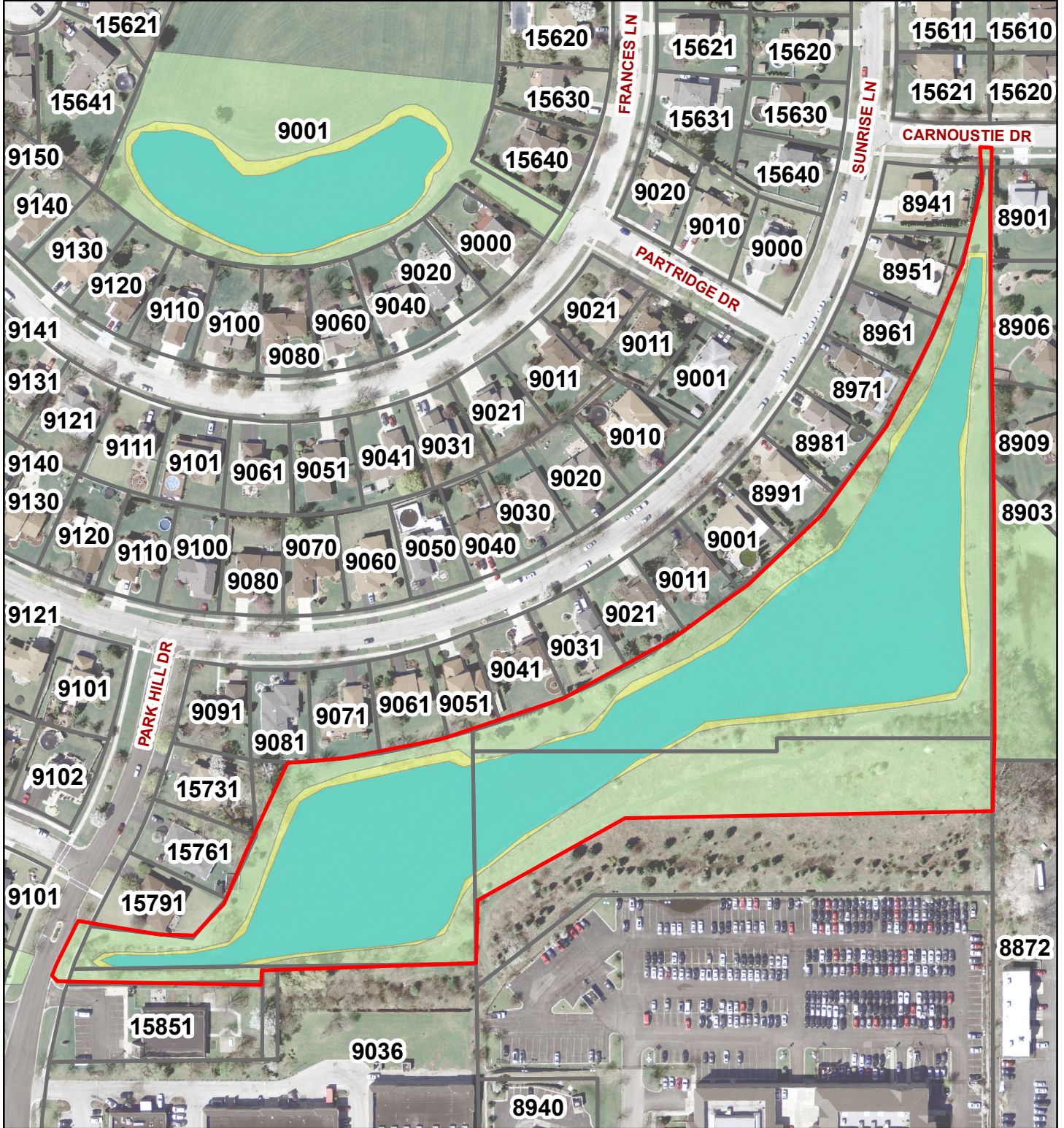
DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.

Park Hill Pond #1

15-02

15799 Parkhill Dr



Legend

- Manmade Features
- Water
- Natural Vegetation
- Mowable Area



Aerial Taken: 2015
Last Updated: 03 May 2017

True Mowing Area: 4.00 ac
Contract: 1041



"The Professional Approach to Ecology"

To: Mr. Mike Mazza Address: Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name: Park Hill Pond Phase IV Project Address: Ascott Ct. Orland Park, IL	Date: 8/27/2019 Ref No. PER17933

V3 Companies proposes to perform the following work:

Item	Item Description	Qty	Unit	Unit Price	Total Price
2019					
1.0	Tree Clearing	1.0	LS	\$ 3,300.00	\$ 3,300.00
2.0	Pre-seeding Weed Control	1.0	LS	\$ 1,330.00	\$ 1,330.00
Subtotal - 2019:					\$ 4,630.00
2020					
3.0	Slope Repair at 8991 Sunrise Ln.	1.0	LS	\$ 1,600.00	\$ 1,600.00
4.0	Prescribed Burn	1.0	LS	\$ 2,880.00	\$ 2,880.00
5.0	Soil Prep and Native Seeding	1.0	LS	\$ 2,050.00	\$ 2,050.00
6.0	S-150BN Erosion Blanket Installed	970.0	SY	\$ 3.18	\$ 3,084.60
7.0	Native Plugs	1500.0	EA	\$ 3.28	\$ 4,920.00
8.0	Goose Enclosures Installed	1075.0	EA	\$ 2.42	\$ 2,601.50
9.0	Weed Control	4.0	EA	\$ 950.00	\$ 3,800.00
Subtotal - 2020:					\$ 20,936.10
2021					
10.0	Weed Control	4.0	EA	\$ 975.00	\$ 3,900.00
11.0	Supplemental Seeding	1.0	LS	\$ 750.00	\$ 750.00
Subtotal - 2021:					\$ 4,650.00
2022					
12.0	Weed Control	4.0	EA	\$ 1,000.00	\$ 4,000.00
13.0	Supplemental Seeding	1.0	LS	\$ 750.00	\$ 750.00
Subtotal - 2021:					\$ 4,750.00
TOTAL PRICE:					\$ 34,966.10

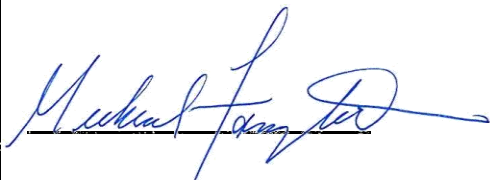
Project Notes:

- 1.0 Contract will be invoiced at the units and rates indicated herein.
- 2.0 Slope repair at 8991 Sunrise includes native seeding, erosion blanket, 235 native plugs and goose enclosures.

"The Professional Approach to Ecology"


To: Mr. Mike Mazza Address: Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name: Park Hill Pond Phase IV Project Address: Ascott Ct. Orland Park, IL	Date: 8/27/2019 Ref No. PER17933

- 3.0 Prescribed burns are targeted for execution between fall and spring of the following year. Actual schedule will be dependent upon permitting and appropriate field conditions.
- 4.0 Prescribed burns do not guarantee the protection and survivorship of any landscape material located within or immediately adjacent to the burn area.
- 5.0 Invoicing will be issued for prescribed burn preparation at the time the permit is issued. If the burn is delayed beyond the expiration of the permit, additional charges will apply to complete a second iteration of the permit documents and reapply for the permit.
- 6.0 Burns are anticipated to be completed in a single mobilization. If a burn is terminated prior to completion for any reason, the burn will be invoiced as a prorated portion of the total cost based on acreage completed and the mobilization of equipment and personnel. The fee for completing the burn will be evaluated and additional costs will be presented to the client for approval.
- 7.0 Site monitoring will be performed during late summer/early fall to evaluate vegetation establishment, species diversity, weed pressure, and other items that may affect the overall performance of the native vegetation. Results will be presented at the end of the growing season in the form of a letter report that will also include recommendations for future maintenance.
- 8.0 Herbicides will be applied for control of invasive weed species and will occur between April and September of each year.
- 9.0 Chemical and mechanical weed control activities will be conducted to control nuisance herbaceous and woody vegetation.
- 10.0 Woody removals will be chipped and hauled off-site. Stumps will be treated with herbicide. No stump grindings are included in this contract.
- 11.0 This proposal will be executed in accordance with the attached terms and conditions.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Purchaser: _____ Signature: _____ Printed Name: _____ Date: _____	CONFIRMED: V3 Companies Authorized Signature:  Printed Name: Michael Famiglietti, P.E. Vice President
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Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 <p>7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com</p>	PROJECT NO.: PER17974	CLIENT: Village of Orland Park	TITLE: PARK HILL PHASE IV	
	CREATED BY: BWM			
Visio, Vertere, Virtute... "The Vision To Transform With Excellence"	DATE: 08/01/2019	BASE LAYER: Base Layer (Year)	SITE: Park Hill Pond 1	
	SCALE: See Scale Bar			



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. 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 CLIENT and any other party concerning the Project, the CONSULTANT 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 CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, 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 CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT 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 CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT'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. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. 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 prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. FACSIMILE TRANSMISSIONS.

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 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 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 a facsimile transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. 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 be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue-line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

DATE: September 3,
2019

REQUEST FOR ACTION REPORT

File Number: **2019-0637**
Orig. Department: **Parks Department**
File Name: **Anthony Drive Pond Shoreline Restoration Expansion and 2020 - 2022 Stewardship - (PM20-07)**

BACKGROUND:

In 2011, the Village established the Basin and Best Practices Management report. The report contains bids and evaluations on Village ponds and areas that require stewardship to ensure proper functionality and aesthetics of said areas. Since the completion of the report, the Village has worked with V3 Companies and Pizzo & Associates, who were the companies that were awarded basin and restoration work.

On 08/01/2016, the Village Board of Trustees awarded the "Native Landscape Stewardship 2017, 2018 and 2019 for Anthony, Legend and Tallgrass Ponds" to V3 Companies. At that time, approximately 75% of the perimeter of the Anthony Pond shoreline was stabilized and a native buffer established, leaving 250' of the shoreline without a vegetative buffer between adjacent lawns and the pond. The Stabilized /restored portion of the Anthony Pond shoreline has performed well under the stewardship of V3 Companies since that time.

Residents whose homes abut Anthony Pond began reaching out to the Village in 2018 regarding the condition of the pond's water quality, which has suffered from frequent severe algae blooms and pondweed growth. A major contributor to algae and pondweed growth is pollutant and fertilizer runoff from nearby lawns, which is why vegetative buffers are so important to the overall health of a pond ecosystem. As algae and pondweed growth at Anthony Pond has been a persistent problem, despite efforts by the Village's aquatic weed control contractor, it was decided that the completion of the restoration of the remaining 250' of exposed shoreline was in the best interest of the Village and the resident who abut the pond. As V3's stewardship contract for the pond was set to expire at the end of 2019, proposals from both Pizzo and V3 were requested for the shoreline stabilization and buffer establishment for the remaining 250' of open shoreline as well as a three-year stewardship for the entire pond.

Both V3 and Pizzo submitted proposals for this project, which are attached for reference and summarized below:

Pizzo & Associates = \$22,335.07
V3 Companies = \$34,035.00

Pizzo & Associates submitted the lowest proposal for the project and are the recommended contractor for this project. Pizzo would take over from V3 for the next 3 years of maintenance (2020, 2021, 2022) of the pond.

This case is now before the Parks and Recreation Committee for review prior to being sent to the Board of Trustees for final consideration.

BUDGET IMPACT:

Funds are available in the 2019 Basin Best Practice Management account #031-6007-443500.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the Anthony Drive Pond Shoreline Restoration Expansion and 2020 - 2022 Stewardship (PM20-07) to Pizzo & Associates of Leland, IL for an amount not to exceed a total of \$22,335.07.

PROPOSAL FOR WORK	
PIZZO & ASSOCIATES, LTD.	
Ecological Restoration & Planning 10729 Pine Road, PO Box 98 Leland, IL 60531 PH: 815.495.2300 / FX: 815.498.4406	
Project Number:	114035-00-ORLA
Project Ecologist:	Nick Kinsella
Mobile Phone:	815-826-1081
e-mail Address:	nickk@pizzo.info



PROJECT:	
Project Name:	Orland Park: 2019 Pond Restoration
Project Address:	Orland Park, IL
Project Contact:	Michael Mazza Village of Orland Park Operations Manager

Proposal Based On:	
Wage Rate:	Standard
Taxes Included:	YES

Project Estimate:	
Anthony Drive Pond Shoreline Restoration	

WORK SHALL INCLUDE:

BASE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	2019 Woody Clearing; Includes clearing of all unwanted brush and trees up to 6" DBH, cut stumps will be treated with herbicide to prevent resprouts. Cut material will be chipped and hauled off site.	Lump Sum	1	\$913.28	\$913.28
2	2020 Growing Season Herbicide Treatments: Includes (2) complete herbicide treatments throughout the restoration area to eliminate all existing herbaceous plant material.	Lump Sum	1	\$426.85	\$426.85
3	Site Preparation: Includes mowing to eliminate all standing dead vegetation from the site in preparation for seeding. Also includes shoreline regrading where needed to create a uniform slope to the waters edge.	Lump Sum	1	\$1,153.86	\$1,153.86
4	Native Seeding: Includes the installation of custom native seed mix designed specifically for this site, all seeded area will be covered with NAG S-75 Straw Erosion Control Blanket.	Lump Sum	1	\$1,166.14	\$1,166.14
5	Shoreline Plug Planting: Includes installing (750) live native plugs throughout the (250 LF) restoration shoreline.	Lump Sum	1	\$2,808.53	\$2,808.53
6	Stewardship Year #1: Includes (4) complete stewardship visits throughout the first year following restoration.	Year	1	\$4,518.00	\$4,518.00
7	Stewardship Year #2: Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$5,674.20	\$5,674.20
8	Stewardship Year #3: Includes (5) complete stewardship visits throughout the first year following restoration.	Year	1	\$5,674.20	\$5,674.20
TOTAL	BASE BID				\$22,335.07

Note: Removal of deleterious material from soils placed in the planting area is not included.
 Note: Finished grading must be completed and accepted by the owner's representative or authorized agent of the client before mobilization takes place.
 Note: This proposal is based on a single mobilization; subsequent mobilizations may incur additional costs.

AGREEMENT:	
I/we represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.	
Date:	
Michael Mazza Village of Orland Park	
Date:	8/22/2019
Nick Kinsella Pizzo & Associates, Ltd.	

PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:

Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

FINANCE CHARGES & RETURNED CHECKS: All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

LIEN RIGHTS: In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

GUARANTEES: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

SUBCONTRACTING: Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions, etc.) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.



"The Professional Approach to Ecology"

To: Mr. Mike Mazza Address: Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name: Anthony Pond 2020-2022 Project Address: Anthony Dr. Orland Park, IL	Date: 8/23/2019 Ref No. PER17014

V3 Companies proposes to perform the following work:

Item	Item Description	Qty	Unit	Unit Price	Total Price
2020					
1.0	Tree Clearing	1.0	LS	\$ 3,740.00	\$ 3,740.00
2.0	Buffer Expansion	1.0	LS	\$ 8,400.00	\$ 8,400.00
3.0	Weed Control	5.0	EA	\$ 1,050.00	\$ 5,250.00
				Subtotal - 2020:	\$ 17,390.00
2021					
4.0	Weed Control	5.0	EA	\$ 1,150.00	\$ 5,750.00
5.0	Prescribed Burn	1.0	EA	\$ 3,895.00	\$ 3,895.00
				Subtotal - 2021:	\$ 9,645.00
2022					
6.0	Weed Control	5.0	EA	\$ 1,250.00	\$ 6,250.00
7.0	Supplemental Seeding	0.5	AC	\$ 1,500.00	\$ 750.00
				Subtotal - 2022:	\$ 7,000.00
TOTAL PRICE:					\$ 34,035.00

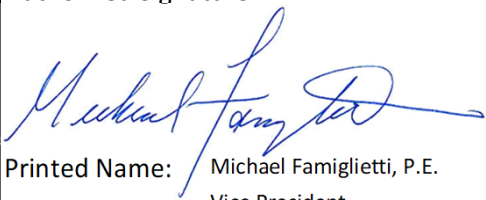
Project Notes:

- 1.0 Contract will be invoiced at the units and rates indicated herein.
- 2.0 Buffer expansion includes pre-seeding weed control, turf/vegetation removal, minor grading, seeding, S-150BN erosion blanket and 400 wet prairie plugs.

"The Professional Approach to Ecology"

To: Mr. Mike Mazza Address: Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462	Contact: Brad Millis Phone: 630-512-1137 Email: bmillis@v3co.com
Project Name: Anthony Pond 2020-2022 Project Address: Anthony Dr. Orland Park, IL	Date: 8/23/2019 Ref No. PER17014

- 3.0 Prescribed burns are targeted for execution between fall and spring of the following year. Actual schedule will be dependent upon permitting and appropriate field conditions.
- 4.0 Prescribed burns do not guarantee the protection and survivorship of any landscape material located within or immediately adjacent to the burn area.
- 5.0 Invoicing will be issued for prescribed burn preparation at the time the permit is issued. If the burn is delayed beyond the expiration of the permit, additional charges will apply to complete a second iteration of the permit documents and reapply for the permit.
- 6.0 Burns are anticipated to be completed in a single mobilization. If a burn is terminated prior to completion for any reason, the burn will be invoiced as a prorated portion of the total cost based on acreage completed and the mobilization of equipment and personnel. The fee for completing the burn will be evaluated and additional costs will be presented to the client for approval.
- 7.0 Site monitoring will be performed during late summer/early fall to evaluate vegetation establishment, species diversity, weed pressure, and other items that may affect the overall performance of the native vegetation.
- 8.0 Herbicides will be applied for control of invasive weed species and will occur between April and September of each year.
- 9.0 Chemical and mechanical weed control activities will be conducted to control nuisance herbaceous and woody vegetation.
- 10.0 Woody removals will be chipped and hauled off-site. Stumps will be treated with herbicide. No stump
- 11.0 This proposal will be executed in accordance with the attached terms and conditions.

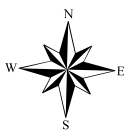
ACCEPTED: The above prices, specifications and conditions are satisfactory and Purchaser: _____ Signature: _____ Printed Name: _____ Date: _____	CONFIRMED: V3 Companies Authorized Signature:  Printed Name: Michael Famiglietti, P.E. Vice President
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Anthony Drive Pond 20-07 10831 Anthony Dr



Legend

- Manmade Features
- Water
- Natural Vegetation
- Mowable Area



Aerial Taken: 2015
Last Updated: 03 May 2017

True Mowing Area: 0.78 ac
Contract: 1143

DATE: September 3,
2019

REQUEST FOR ACTION REPORT

File Number:	2019-0626
Orig. Department:	Recreation Department
File Name:	2020 Winter/Spring Recreation Program Offering Lists (Subject to change based on final 2020 budget approval and Contractual Payments approval)

BACKGROUND:

The lists of recommended programs to be offered in the Recreation Departments 2020 Winter/Spring Program guide are attached. (Subject to change based on final 2020 budget approval.) Costs are covered by revenue generated through registration fees and actual costs are dependent on the number of participants registered.

Staff is requesting approval of the recommended 2020 Winter/Spring programs (Subject to change based on final 2020 budget approval)

BUDGET IMPACT:

Varies depending on actual registration

REQUESTED ACTION:

I move to recommend to the Village Board to approve the recommended 2020 Winter/Spring programs, which are subject to change based on final 2020 budget approval.

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
BROCHURE PROGRAM LIST

SUPERVISOR NAME:		Doreen Biela		SEASON:	Winter/Spring 2020		
<u>PROGRAM NAME</u> (Alpha Order)	<u>NEW</u> (X)	<u>AGE GROUP</u>	<u>NO. OF SEASON'S OFFERED</u>	<u>LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #</u>		<u>LAST SEASON'S REVENUE</u>	<u>EST. CONTRACTUAL COSTS (\$5,000+ for the SEASON)</u>
			F/fall, W/winter, Sp/spring, Su/summer	RES	NR		
Special Events							
Holiday Festival & Community Tree Trim		All	W	2000		Free Event	
Cinderella's Ball		All	W	243	41	\$7,510	
Lucky Egg Hunt		All	S	1,800		Free Event	
Mother/Son Super Hero Event	X	All	W				
Adult Lucky Egg Hunt	X	Adult - 21+	W				
Kid's New Years' Celebration	X						

VILLAGE OF ORLAND PARK RECREATION DEPARTMENT
BROCHURE PROGRAM LIST

SUPERVISOR NAME:	Deborah Geghen					SEASON:	Winter/Spring 2020
<u>PROGRAM NAME (Alpha)</u>	<u>NEW (X)</u>	<u>AGE GROUP</u>	<u>NO. OF SEASON'S OFFERED</u>	<u>LAST OFFERED & COMPLETED SEASON'S ENROLLMENT NUMBERS</u>		<u>LAST SEASON'S REVENUE</u>	<u>EST. CONTRACTUAL COSTS (OVER \$20,000 for the SEASON)</u>
			F/fall, W/winter, Sp/spring, Su/summer	RES.	NON-RES.		
20/20	X	14 and up	F, W, Sp,S				
60 day Shape up	X	14 and up	F, S, Sp, S				
Active Aging Pilates	X	50 plus	F, W, Sp, S				
Aerial Yoga Play Workshop		12 and up	F,W, Sp, S	11	6	\$305.00	
Body Sculpting		14 and up	F, W, Sp, S	38	0	\$2,425.00	
Boot Camp for Kids/ Teens		8 to 17	F, W, Sp, S	17	8	\$2,299.00	
Booty Barre		12 and up	F, W, Sp, S	18	2	\$1,385.00	
Cardio Reformer Pilates		12 and up	F, W, Sp, S	12	0	\$925.00	
Core, TRX, & Weights		14 and up	F, W, Sp, S	21	4	\$1,395.00	
Employee Lunchtime Yoga		16 and up	F, W, Sp, S	11	1	\$612.00	
Employee 1/2 hour Workout		14 and up	F, W, Sp, S	11	3	\$374.00	
Extended PE Class and Fitness	X	8 to 14	F, W, Sp, S				
Fitness Fusion		7 to 12	F, W, Sp	14	10	\$1,296.00	
Fitness Bootcamp		14 and up	F, W, Sp, S	22	1	\$2,903.00	
Hockey Off Ice Training	X	highschool	F, W, Sp				
Inspiring Bootcamp	X	14 and up	F, W, Sp, S				
Kettlebells and More		14 and up	F, W, Sp, S	6	3	\$515.00	
Meditation 101		14 and up	F, W, Sp, S	8	0	\$630.00	
Mobility Basics	X	14 and up	F, W, Sp, S				
Mom and Me Fitness	X	2 and up	F, W, Sp, S				
Mom and Tot Yoga Storytime	X	3 and up	F, W, SP, S				
Morning Workout Mix		14 and up	F, W, Sp,S	10	2	\$886.00	
Parent Tot Yoga	X	3 and up	F, W, Sp, S				
Parkinson's Exercise		14 and up	F, W, Sp, S	3	4	\$935.00	
Pilates MVE Chair		14 and up	F, W, Sp, S	19	11	\$2,677.00	
Pilates Reformer- Chair/ Tower		12 and up	F, W, Sp, S	11	1	\$916.00	

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
BROCHURE PROGRAM LIST

8/28/2019
Page 1

SUPERVISOR NAME: Kathleen Michau		SEASON: Winter/Spring 2020					
<u>PROGRAM NAME</u> (Alpha Order)	<u>NEW</u> (X)	<u>AGE GROUP</u>	<u>NO. OF SEASON'S OFFERED</u>	<u>LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #</u>		<u>LAST SEASON'S REVENUE</u>	EST. CONTRACTUAL COSTS (\$20,000+ for the SEASON)
SPECIAL RECREATION			F/fall, W/winter, Sp/spring, Su/summer	RES	NR	TOTAL REVENUE	
Circuit Training (2)		Adult	W, Sp, Su, F	23	4	\$2,220	
Dine Out (2)		Adult	W, Sp, Su, F	60	1	\$5,233	
Dine Out Bus (2)		Adult	W, Sp, Su, F	27	0	\$250	
Fitness One Step Further (2)		Adult	W, Sp, Su, F	18	6	\$1,638	
Saturday Program Bus (2)		Adult	W, Sp, Su, F	8	0	\$560	
Friday Night Fun (8)		A/Y	W, Sp, Su, F	187	30	\$6,764	
Friday Night Fun Bus (8)		A/Y	W, Sp, Su, F	65	0	\$730	
Hip Hop		Adult	W, Sp, F	12	2	\$1,136	
SO Juniors Bowling	X	Youth	W, Sp, F	0	0	\$0	
SO Golf		Adult	Sp	9	1	\$1,335	
SO Golf Unified		Adult	Sp	0	0	\$0	
SO Powerlifting		Adult	W	13	5	\$1,615	
SO Powerlifting Bus		Adult	W	4	0	\$320	
SO Soccer		Adult	W	6	8	\$1,390	
SO Softball		Adult	Sp	21	7	\$3,800	
SO Softball Bus		Adult	Su	0	0		
SO Juniors T-Ball	X	Youth	Su	0	0		
SO Tennis		Adult	Sp	6	1	\$568	
SO Tennis Unified		Adult	Sp	0	0		
SO Tournament (B-Ball)		Adult	Sp	33	11	\$4,300	
SO Track and Field		Adult	W	14	8	\$2,522	
SO Track and Field Bus		Adult	W	3	0	\$320	
SO Summer Games		Y & A	Summer Only	28	9	\$4,625	
SO Young Athletes		Youth	W/Sp/Su, F	9	4	\$820	
Time to Spare Bowl (2)		Y & A	W, Sp, Su, F	114	11	\$10,575	
Time To Spare Bus (2)		Y & A	W, Sp, Su, F	31	0	\$2,320	

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
BROCHURE PROGRAM LIST

8/28/2019
Page 2

Volunteering in the Village AM (2)		Adult	W, Sp, F	22	5	\$16,800	
Volunteering in the Village Bus AM (2)			W, Sp, F	2	0	\$320	
Volunteering in Village Fri		Adult	W, Sp, F	18	2	\$3,000	
Yoga		Y & A	W, F	10	0	\$1,200	Contractual
Special Events							
Brookfield Zoo		Spevent	Sp	16	1	\$1,413	
Dinner and a Movie (2)		Spevent	W, Sp, Su, F	20	1	\$973	
Garage sale		Spevent	W, F	32	56	\$2,301	
Field Museum		Spevent	W	14	1	\$1,163	
Norm Meyer's Special Day		Spevent	Sp	18	4	Free Event	
Shamrock Shuffle		Spevent	W	74	90	\$5,372	
Shamrock Shuffle Bus		Spevent	W	10	0	\$100	
Shedd Aquarium		Spevent	Sp	18	0	\$1,350	
Spring Fling Dance		Spevent	Sp	22	1	\$685	
Summer Getaway Trip		Spevent	Sp	15	0	\$15,505	

VILLAGE OF ORLAND PARK RECREATION DEPARTMENT
BROCHURE PROGRAM LIST

8/28/2019
Page 1

SUPERVISOR NAME:		Jean Petrow		SEASON:	Winter/Spring 2020		
<u>PROGRAM NAME</u> (Alpha Order)	NEW (X)	<u>AGE GROUP</u>	<u>NO. OF SEASON'S OFFERED</u> F/fall, W/winter, Sp/spring, Su/summer	<u>LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #</u>		<u>LAST SEASON'S REVENUE</u> TOTAL REVENUE	EST. CONTRACTUAL COSTS (\$20,000+ for the SEASON)
				RES	NR		
Cultural							
Acting Classes		School	F, W, Sp, S	27	5	\$2,010	
Adult French	X	Adult	F, W, Sp, S	NEW	NEW	NEW	Contractual
Bag Pipes		Teen/Adult	F, W, Sp	1	0	\$51	Contractual
Chess Scholars		Youth	F, W, Sp, Su	16	1	\$1,768	Contractual
Connie's Art Classes		School	F, W, Sp, S	58	6	\$713	
Guitar		All	F, W, Sp, Su	27	0	\$2,500	Contractual
I Speak Spanish		Youth	F, W, Sp, Su	15	1	\$875	Contractual
Let's Build It		Youth	F, W, Sp, Su	10	1	\$1,162	Contractual
Parent/Tot Spanish		Preschool/Youth	F, W, Sp, Su	4	0	\$156	Contractual
Photography		Adult	F, W, Sp, Su	4	0	\$380	Contractual
Piano		All	F, W, Sp, Su	33	1	\$6,281	Contractual
Rock-n-Kids		Preschool/Youth	F, W, Sp, Su	20	9	\$1,131	Contractual
Senior Painting		Adult	F, W, Sp, S	2	4	\$96	
Sign Language		Youth, Adult	F, W, Sp, Su	0	0		Contractual
Voice Lessons		All	F, W, Sp, Su	11	0	\$912	Contractual
Watercolor Painting		Adults	F, W, Sp	18	0	\$1,296	Contractual
Young Rembrandts Camps		Preschool, Youth	Winter/Spring	21	0	\$954	Contractual
Young Rembrandts Classes		Preschool/Youth	F, W, Sp, Su	13	0	\$624	Contractual
Karate							
Shotokan Winter/Spring		All	F, W, Sp, Su	243	38	\$35,410	\$23,402.40
Theater							
Ticket Sales (Theatre/Musical)		All				\$12,298	
Actor Registration Musical		All				\$2,030	

VILLAGE OF ORLAND PARK RECREATION DEPARTMENT
BROCHURE PROGRAM LIST

PROGRAM NAME (Alpha Order)	NEW (X)	AGE GROUP	NO. OF SEASON'S OFFERED	LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #		LAST SEASON'S REVENUE	EST. CONTRACTUAL COSTS (\$20,000+ for the SEASON)
				RES	NR		
			F/fall, W/winter, Sp/spring, Su/summer			TOTAL REVENUE	
Dance							
Ballet Jazz 2		Youth	F, W, Sp, Su	8	1	\$2,091	
Ballet Tap 1		Youth	F, W, Sp, Su	23	5	\$6,613	
Belly Dance		Adult	F, W, Sp, Su	3	3	\$300	Contractual
Boys Hip Hop		School	F, W, Sp, Su	18	2	\$4,284	
Budding Ballerinas		Youth	F, W, Sp, Su	72	11	\$16,818	
Couples Dance		Adult	F, W, Sp, Su	4	2	\$448	Contractual
Grandparent/Tot Dance Class	X	Preschool	Winter	NEW	NEW	NEW	
Hip Hop 1		School	F, W, Sp, Su	31	1	\$6,748	
Hip Hop 2		Youth	F, W, Sp, Su	11	2	\$2,813	
Irish Dance		School	F, W, Sp, Su	38	4	\$6,124	Contractual
Jazz/Pom		Youth	F, W, Sp, Su	23	2	\$5,764	
Line Dancing Ray and Dee		Adult	F, W, Sp, Su	22	17	\$864	Contractual
Modern		Youth	F, W, Sp, Su	6	2	\$1,977	
Mommy and Me Dance		Preschool	F, W, Sp, Su	35	1	\$1,393	
Parent's Night Out Dance Party		Preschool	F, W, Sp, Su	11	2	\$280	
Pre Hip Hop		Youth	F, W, Sp, Su	10	2	\$2,612	
Preballet/Tap		Preschool	F, W, Sp, Su	72	13	\$19,188	
Tap 2/Teacher Approved		Youth	F, W, Sp, Su	12	3	\$3,015	
Tap Jazz 2		Youth	F, W, Sp, Su	5	0	\$1,130	
Tap/Jazz 1		Youth	F, W, Sp, Su	24	3	\$6,156	

VILLAGE OF ORLAND PARK RECREATION PARKS DEPARTMENT
BROCHURE PROGRAM LIST

SUPERVISOR NAME:		Ray Piattoni							SEASON: Winter & Spring 2020			
PROGRAM NAME	NEW (X)	AGE GROUP	NO. OF SEASONS OFFERED	LAST OFFERED & COMPLETED SEASON'S ENROLLMENT		PROJECTED ESTIMATED REVENUE	EST. CONTRACTUAL COSTS (OVER \$20,000)					
			W/Winter Sp/Spring Su/Summer F/Fall	RES	NR							
Summer - Special Events												
Three Centennial Park West Ticketed Concerts	X		SU			Est. 3,000 tickets @ \$75 = \$225,000						

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
WINTER BROCHURE PROGRAM LIST

8/28/2019
Page1

SUPERVISOR NAME:		Jack Savage		SEASON:	Winter/Spring 2020		
PROGRAM NAME (Alpha Order)	NEW (X)	AGE GROUP	NO. OF SEASONS OFFERED	LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #		Last Seasons Revenue	EST. CONTRACTUAL COSTS (\$20,000+ for the SEASON)
			F/fall, W/winter, Sp/spring, Su/summer	RES	NR	Total	
Baseball Clinic		7 to 11	F, W, Sp	0	0	\$0	
Basketball - Adult		18 & Up	F, W, Sp	30	21	\$3,264	
Basketball - Mini Dribblers		3 to 6	F, W, Sp	30	5	\$1,795	
Basketball - Shoot 2 Score		K to 6th	F, W, Sp, Su	72	19	\$5,074	
Bulls - Specialty Camps		5 to 17	F, W, Sp	8	14	\$2,346	Contractual
Floor Hockey Pee-Wee		3 to 6	F, W, Sp	15	1	\$802	
Golf - White Mtn Adult Lessons		16 & Up	F, W, Sp, Su	6	0	\$474	Contractual
Golf - White Mtn Junior Lessons		9 to 15	F, W, Sp, Su	7	1	\$592	Contractual
Golf - White Mtn Mini Jr Lessons		5 to 8	F, W, Sp, Su	6	1	\$523	Contractual
Gymnastics - Boys		1st to 6th	F, W, Sp, Su	3	0	\$317	
Gymnastics - Competitive Training		7 to 18	F, W, Sp, Su	55	5	\$10,158	
Gymnastics - Girls Beginner & Intermediate		1st to 6th	F, W, Sp, Su	114	26	\$14,546	Winter/Spring 2019
Gymnastics - Girls Advanced		1st to 6th	F, W, Sp, Su	8	5	\$2,002	Gymnastics
Gymnastics - Hot Shots		4 1/2 to 6	F, W, Sp, Su	8	2	\$1,005	estimated
Gymnastics - Baby Cubs		1 to 2	F, W, Sp, Su	25	6	\$2,447	contractual
Gymnastics - Gym Cubs		2 to 3	F, W, Sp, Su	48	4	\$4,702	costs
Gymnastics - Gym Lions		3	F, W, Sp, Su	47	4	\$4,669	\$50,000
Gymnastics - Lion Kings		4 to 5	F, W, Sp, Su	48	11	\$7,258	
Gymnastics - Rising Stars	X	4 to 5	F, W, Sp, Su				
Tumbling for Cheerleaders		1st to 8th	F, W, Sp, Su	17	5	\$2,303	
Sports Readiness		6 to 12	F, W, Sp, Su	11	2	\$825	
My First Sports Class		18 mo.-2yr	F, W, Sp, Su	48	22	\$3,260	
Pickleball Classes/Tournaments		All Ages	F, W, Sp, Su	18	5	\$1,994	Contractual

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
WINTER BROCHURE PROGRAM LIST

8/28/2019
Page2

SUPERVISOR NAME:		Jack Savage		SEASON:	Winter/Spring 2020		
PROGRAM NAME (Alpha Order)	NEW (X)	AGE GROUP	NO. OF SEASONS OFFERED	LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #		Last Seasons Revenue	EST. CONTRACTUAL COSTS (\$20,000+ for the SEASON)
			F/fall, W/winter, Sp/spring, Su/summer	RES	NR	Total	
Rock Climbing - Kid Rock		5 to 10	F, W, Sp	23	9	\$1,025	
School Days Off - Package		All Ages	F, W, Sp, Su	31	7	\$270	
Skyhawks - Basketball		7 to 14	F, W, Sp	11	2	\$933	Contractual
Skyhawks - Soccer		7 to 14	F, W	8	0	\$570	Contractual
Soccer - Orland Park Soccer Clinic		6 to 14	Sp, Su	24	3	\$1,683	Contractual
Soccer - Parent/Child Soccer		3 to 5	F, Sp, Su	15	7	\$1,395	
Soccer - Pip Squeak		3 to 6	F, Sp, Su	53	10	\$3,292	
Sports of All Sorts		K - 2nd	F, W, Sp	7	1	\$492	
Super Sport Preschool Games		3 to 6	F, W, Sp	48	10	\$3,023	
T-Ball - Outdoor		5 to 7	Sp	18	4	\$1,342	
Tennis - Adult		13 & Up	F, Sp, Su	0	0	\$0	Contractual
Tennis - Ankle Biters		4 to 7	F, W, Sp	19	2	\$1,086	Contractual
Tennis - Youth		8 to 12	F, Sp, Su	21	4	\$1,530	Contractual
Tennis - Indoor		10 & under	W	55	8	\$4,460	Contractual
Volleyball - Ultimate Level II		3rd to 8th	F, W, Sp	32	3	\$2,459	Contractual
Volleyball - Ultimate Level I		K to 2nd	F, W, Sp, Su	0	0	\$0	Contractual
Volleyball - Spring Break Camp		1st to 8th	Sp	19	3	\$1,059	Contractual
Volleyball - Winter Break Camp		1st to 8th	W	0	0	\$0	Contractual
Volleyball - Women's League		18 & Up	F, W	7	1	\$2,495	

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
BROCHURE PROGRAM LIST

8/28/2019
Page 1

SUPERVISOR NAME:		Andrea Smaga			SEASON:		Winter Spring 2020		EST. CONTRACTUAL COSTS (\$5,000+ for the SEASON)
PROGRAM NAME (Alpha Order)	NEW/ X)	AGE GROUP	OVER NIGHT TRAVEL?	NO. OF SEASON'S OFFERED	LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #		LAST SEASON'S REVENUE		
			Y/N	F/fall, W/winter, Sp/spring, Su/summer	RES	NR	TOTAL REVENUE		
Enrichment									
All By Myself	X	2.5-3 yrs	N	F, W, Sp					Contractual
Friday Funday	X	1.5-4 yrs	N	F, W, Sp					Contractual
Hands, fingers, knees and toes	X	3.5-5yrs	N	F, W					
Jump Start Learners		2 - 4 yrs	N	F, W, Sp	7	0	\$294		
Little Learner's		2.5 - 4yrs	N	F, W, Sp	46	2	\$1,226		Contractual
Messy Munchkins	X	2-4yrs	N	F, W, Sp					Contractual
Mighty Music Makers		3-5 yrs	N	F, W, Sp	8	0	\$560		Contractual
Little Movers		18 - 36 mo	N	F,W,Sp	10	4	\$692		
Preschool Juniors		3-4 yrs	N	F,W,Sp	88	13	\$55,511		
Preschool Seniors		4-5 yrs	N	F,W,Sp	98	17	\$120,613		
Young Achievers		4-5 yrs	N	F,W,Sp	36	4	\$18,524		
Music Connection	X	0-5 yrs	N	W,SP					Contractual
Youth									
After School Pals		K - 6th grade	N	F,W,Sp	165	23	\$43,156		
Horseback Rides (1 day events)		5 yrs - adult	N	F,W,Sp,Su	8	0	\$32		Contractual
Horseback Riding Lessons		5 yrs - adult	N	F,W,Sp,Su	4		\$80		Contractual
Kids Art Club		6-9 yrs	N	W	12	0	\$540		
Little Scientist Mini Camp		4 1/2 - 5 yrs	N	SP	9	0	\$450		
Abstract Art		6-9 yrs	N	SP	6	0	\$312		
Mad Scientist		6-8 yrs	N	F	10	0	\$710		
Magic Classes		7-12 yrs	N	F,W,Sp,Su	10	3	\$335		Contractual
Make Money Babysitting		11 - 17 yrs	N	F,W,Sp,Su	10	3	\$756		Contractual
Ticket to Ride Lego		5-10 yrs	N	W,SP	4		\$300		Contractual

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
 BROCHURE PROGRAM LIST

8/28/2019
 Page 2

SUPERVISOR NAME:		Andrea Smaga			SEASON:	Winter Spring 2020		
<u>PROGRAM NAME</u> (Alpha Order)	<u>NEW</u> (X)	<u>AGE GROUP</u>	<u>OVER NIGHT TRAVEL?</u>	<u>NO. OF SEASON'S OFFERED</u>	<u>LAST OFFERED & COMPLETED SEASON'S ENROLLMENT #</u>	<u>LAST SEASON'S REVENUE</u>	<u>EST. CONTRACTUAL COSTS (\$5,000+ for the SEASON)</u>	
			Y/N	F/fall, W/winter, Sp/spring, Su/summer	RES	NR	TOTAL REVENUE	
Life Science Lego		5-10yrs	N	W,SP	13		975.00	Contractual
LEGO Spring Break Camp		5-10yrs	N	W, SP	20		\$1,500	Contractual

VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT
BROCHURE PROGRAM LIST

SUPERVISOR NAME:		Sarah Stasukewicz		SEASON:	Winter/Spring 2020		
<u>PROGRAM NAME</u> <u>(Alpha Order)</u>	<u>NEW</u> <u>(X)</u>	<u>AGE GROUP</u>	<u>NO. OF</u> <u>SEASON'S</u> <u>OFFERED</u>	<u>LAST OFFERED &</u> <u>COMPLETED SEASON'S</u> <u>ENROLLMENT #</u>		<u>LAST SEASON'S</u> <u>REVENUE</u>	<u>EST. CONTRACTUAL</u> <u>COSTS (\$5,000+ for</u> <u>the SEASON)</u>
			F/fall, W/winter, Sp/spring, Su/summer	Resident	NR		
Programs/Special Events							
Behind-the Scenes Tour		All	Sp	5		\$45	
Brewing, Beer & Hops...Oh My!	X	Adult - 21+	Sp				
Capone and Ness: Story of Untouchables		All	W	29	15	\$476	
Cocktails with Tales of Old Orland	X	Adult - 21+	Sp				
Devil in the White City	X	Adult - 21+	W				
Historical Character: Helen Keller	X	All	Sp				
History of Orland Schools Exhibit	X	All	W				
Lincoln's Generals	X	All	W				

REQUEST FOR ACTION REPORT

File Number: **2019-0627**
Orig. Department: **Recreation Department**
File Name: **Power Wellness Management Contract Renewal**

BACKGROUND:

Power Wellness, the Village's contractual vendor which manages the Orland Park Health and Fitness Center (OPHFC), is in the last year of a three year contract.

Since January 2, 2017, Power Wellness has successfully worked through a multitude of facility and membership issues on the Village's behalf. Many of these were remediation actions as the Village invested funds to repair the facility after years of disrepair.

A number of key statistics illustrate the positive growth of the Center under Power Wellness with the Village's support since the end of 2016 when the facility was under different ownership.

- 2016 Membership of 3,357 to the current membership of 3,915
- A retention rate of 32% in 2016 to 76% in 2019
- An operating loss of \$451,985 in 2016 to a projected year-end net gain of \$115,320 in 2019

The Recreation Department has oversight of the center ensuring Power Wellness manages the facility at the highest level of expectation consistent with the Village values. Recreation staff has found Power Wellness staff to be extremely responsive, professional and customer-oriented in the management of the OPHFC.

In 2019, the center scored a 78% in favorable feedback from its membership on the Net Promoter Score. In the fall of 2018, Power Wellness received a 100% score from the Medical Fitness Association during the reaccreditation process.

The end of July revenues exceeded budget projections and are approximately 10.75% better than the first seven months of 2018. Based upon the exceptional performance of Power Wellness, Staff would like to recommend the current contract be extended three additional years from 2020 through 2022.

BUDGET IMPACT:

Funds will be budgeted in FY 2020, 2021, 2022, 2023 to cover the cost of the agreement.

REQUESTED ACTION:

I move to recommend to the Village Board to approve the Power Wellness Management contract to be extended an additional three years from 2020 through 2022 with the option to renew for two additional years for 2023-2024.



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NO
PARKING
IN DRIVEWAY

**we will empower
you to succeed**



power
wellness®

OPHFC
Board of Directors
we will empower you to succeed

Agenda

- Who is Power
- Historical Success
- Next Steps

We improve life by delivering excellence in health, fitness and wellness management.



Integrity

We hold ourselves to the highest ethical standards. We are fair and honor our commitments.



Excellence

We are driven to consistently deliver superior results and outcomes



Humanity

We are dedicated to respect and improve the lives of the communities we serve with compassion and care



Passion

We love what we do and it shows.



Creativity

We challenge ourselves to provide innovative and personal solutions in everything we do.



Humility

We are here to serve.



Growth and Experience since 1996

35+

WELLNESS CENTERS
IN 14 STATES

3000+

EMPLOYEE
TEAM MEMBERS

120K

CUSTOMERS
IN 35+ CENTERS

2MM

MANAGED
SQUARE FEET

5MM

ANNUALIZED
VISITS

INCLUDING
100
OPHFC
TEAM
MEMBERS

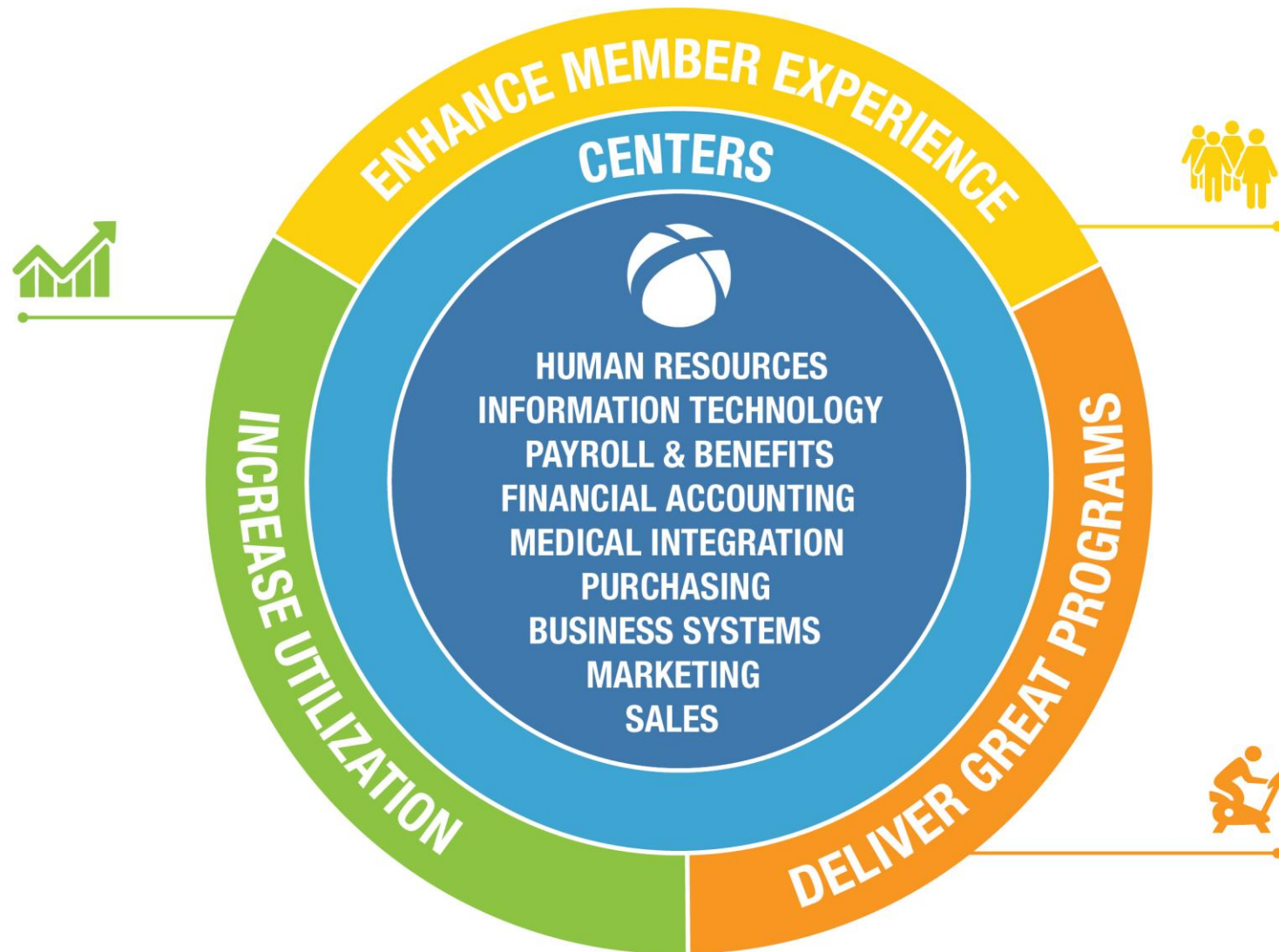


Awards and Affiliations



Awarded the *Excellence in Management*
2014 & 2016 and 2017 *Certified Facility of
the Year* (Winchester, VA)

Team Member Support

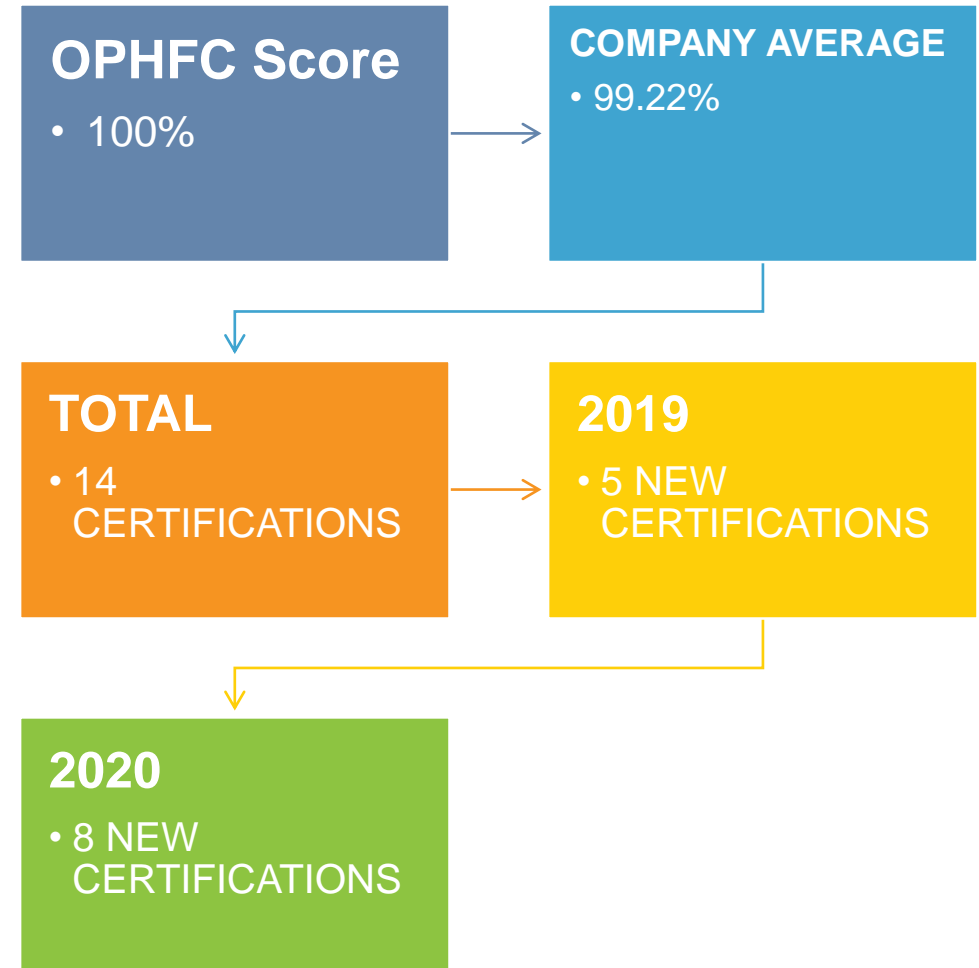


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MFA Certification

- ✓ Medical Advisory Committee
- ✓ Developed Industry Benchmark
- ✓ Medically Integrated Programming
- ✓ Member Safety and Security
- ✓ Emergency Preparedness
- ✓ Focus on Health Outcomes

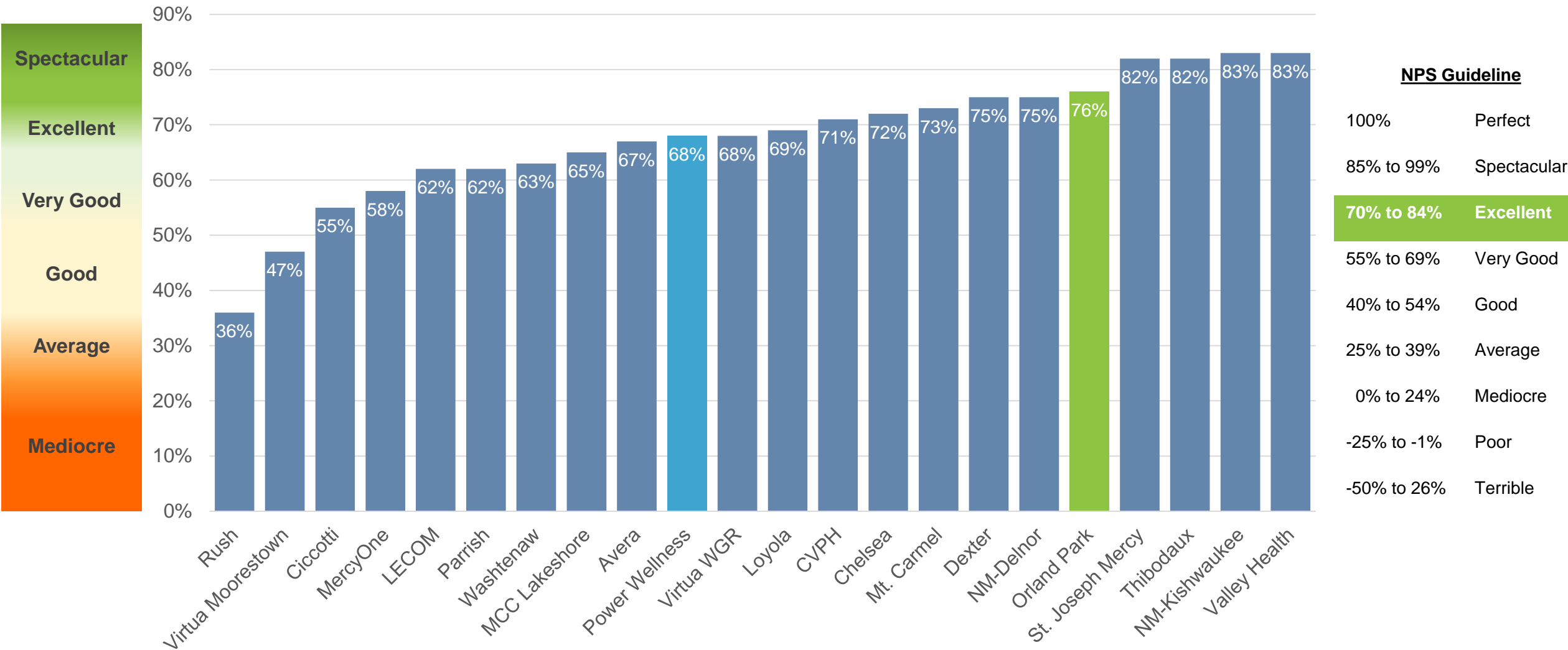


Performance Metrics



Customer Loyalty

Net Promoter Score® System



What Our Members Say about the Center

“I love this place and all the staff. I can’t imagine how it could improve unless it was in my backyard!????”

“OP has **invested good money** in upgrading and maintaining the center.
Keep it up.”

“Nice to see continued improvements made...such as replacement of floor carpeting; painting etc....informational visuals on walls have been helpful as well.”

“Everything is great. Loved the new informational wall calendar on north wall near gym and the improvement of the bulletin board on the south wall by the physical fitness room. I am **very glad** that Orland Health and Fitness repaired the pools and the ventilation systems; etc. and remodeled the bathrooms; etc. I am **also happy that you replaced the old gym equipment** with new equipment.”

“Very happy with the center!!!! Comfortable; affordable; friendly atmosphere. All the fitness people are great and answer any questions. Love this club!!!!”

“I can’t find anything that you haven’t already done. It is a fantastic fitness center.”

“Whenever I have asked or suggested anything this place always has **handled the situation.** Their response on helping this facility is **wonderful. Love this place.**”



What Our Members Say about the Team

“Janet at the front desk is **awesome!** Ray (manager) is great. **Everyone** at the fitness desk is **friendly and helpful!** Tom and Annette (instructors) have been **invaluable!** They have both **helped me with many issues.** Susanna (our help in the ladies’ locker room is also **very valuable!!** She is **always there to help with whatever is needed.**”

“Every employee at the Center help you when needed.

We ask if all the time if you need help and how are you doing. The center is **very wonderful place to exercise for people with physical disabilities.**”

“Linda is the **BEST ever.** She watches everyone carefully; **making sure all move safely.** When she notices someone may need some help; she’s **very proactive** and **goes out of her way** to teach and assist. E.g.. she saw that I have difficulty going from a seated position to standing. **She took extra time after some of the classes to work with me.** [...] She **exemplifies excellence** - OPFC and we; the members; are **extremely fortunate to have her be a part of our lives!**”

“Trace has been **very helpful** in helping me adjust my workout due to some health issues. He **always has a smile** that is **contagious** and **good suggestions.**”

“AJ is the **best!** Extremely **knowledgeable;** detailed and **always willing to help out.**”

“Lydia at the desk-**so much patience** every time I lose something Marissa- **great** trainer-works with my physical limits Dawna- **makes us all smile.**”

“The entire staff is **always very friendly** and **willing to help** whenever needed. **Outstanding customer service!**”

“Abrar is **great.** She **helps me and my family** with our membership. She has even helped me encourage friends and family by making the gym seem **always inviting** and **saying hi** whenever we pass by. My father has never had a gym membership and she **explained everything** to him and **now the gym has become a part of his normal routine!**”



Operating Statistics

	2018	2019	% Change
--	-------------	-------------	-----------------

NPS	73%	76%	4.1%
Survey Mean Scores	9.0	9.1	1.1%

	2017	2018	% Change
--	-------------	-------------	-----------------

Members	3,377	3,662	8.4%
Retention	70.6%	77.4%	9.6%
Next Step Volumes	125	229	83.2%
Personal Training Sessions	2,809	4,286	52.6%



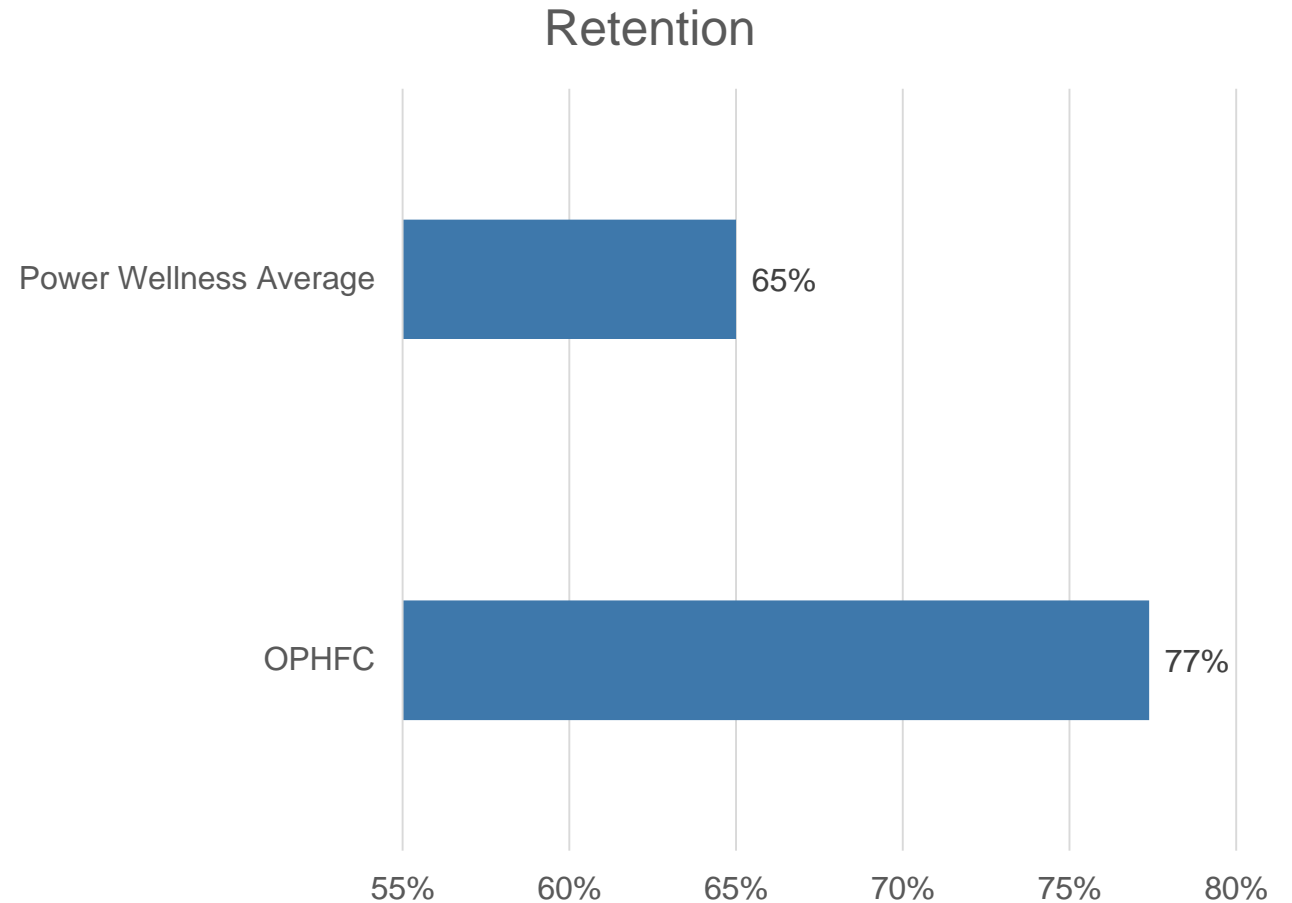
Operating Statistics

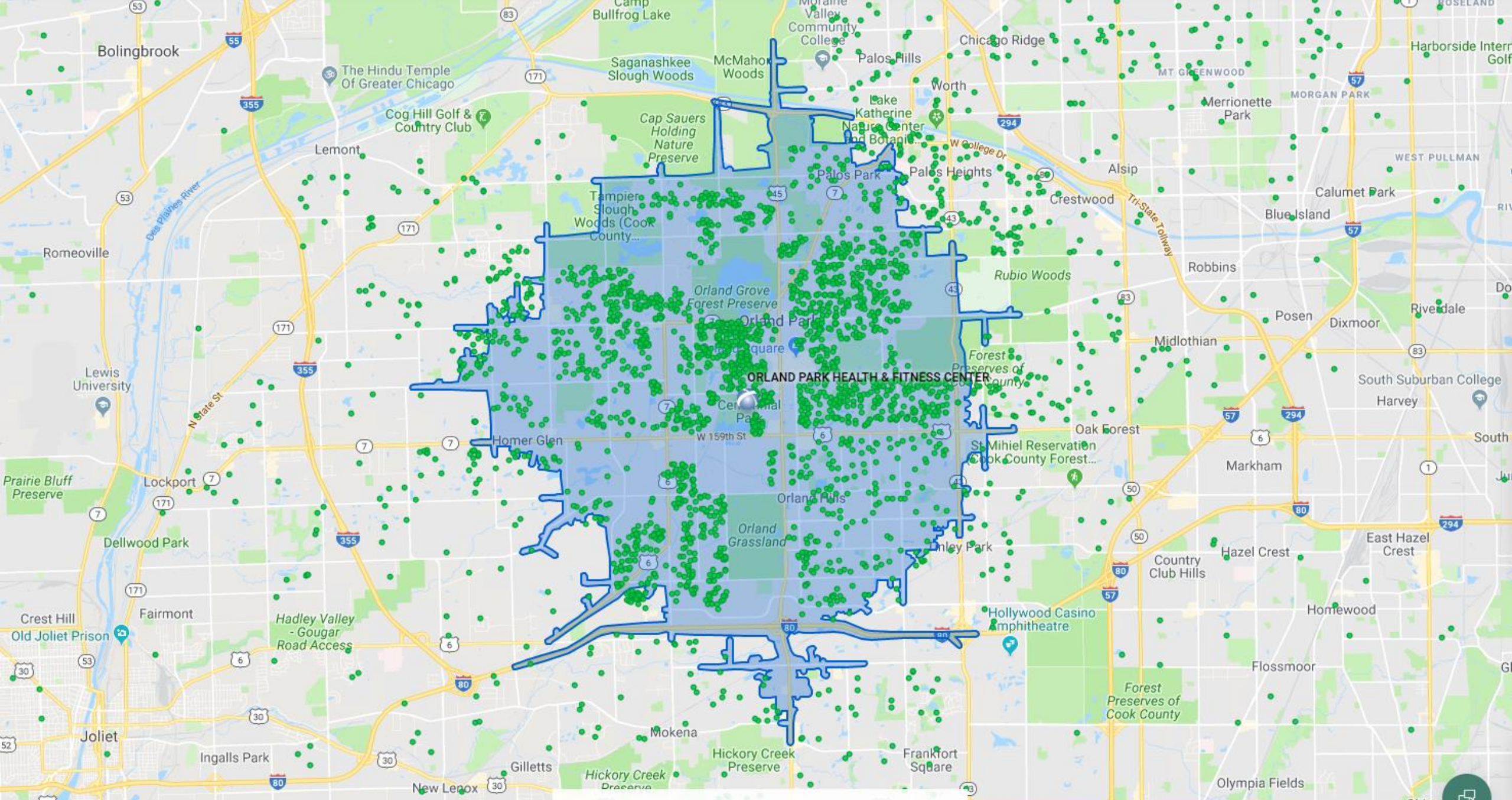
Operations	FYE 2016	FYE 2017	FYE 2018	Forecast
				FYE 2019
New Members	1,496	1,020	1,082	1,235
Cancellations	2,510	1,000	797	880
Total Billable Members	3,357	3,377	3,662	4,017
Annual Visits	235,860	229,991	248,546	282,835
Visits Per Member / Month	5.5	5.3	5.5	5.6
Group Exercise Visits % of Total Visits	21%	26%	25%	24%
Next Step Volumes	128	125	229	254
NPS Score	n/a	n/a	73%	76%
Secret Shop	93%	96%	96%	99%
Member Retention	32%	71%	77%	76%
Financials	FYE 2016	FYE 2017	FYE 2018	Forecast
				FYE 2019
Gross Revenue	\$2,684,495	\$2,644,563	\$2,788,843	\$3,120,487
Operating Expenses	\$3,136,480	\$2,791,061	\$2,905,686	\$3,005,167
NOI	(\$451,985)	(\$146,498)	(\$116,843)	\$115,320



Membership Statistics

- Average Lifecycle of Current OPHFC Members
 - 82.43 months / 6.87 years
- Break Even Number
 - ~3,700 Members



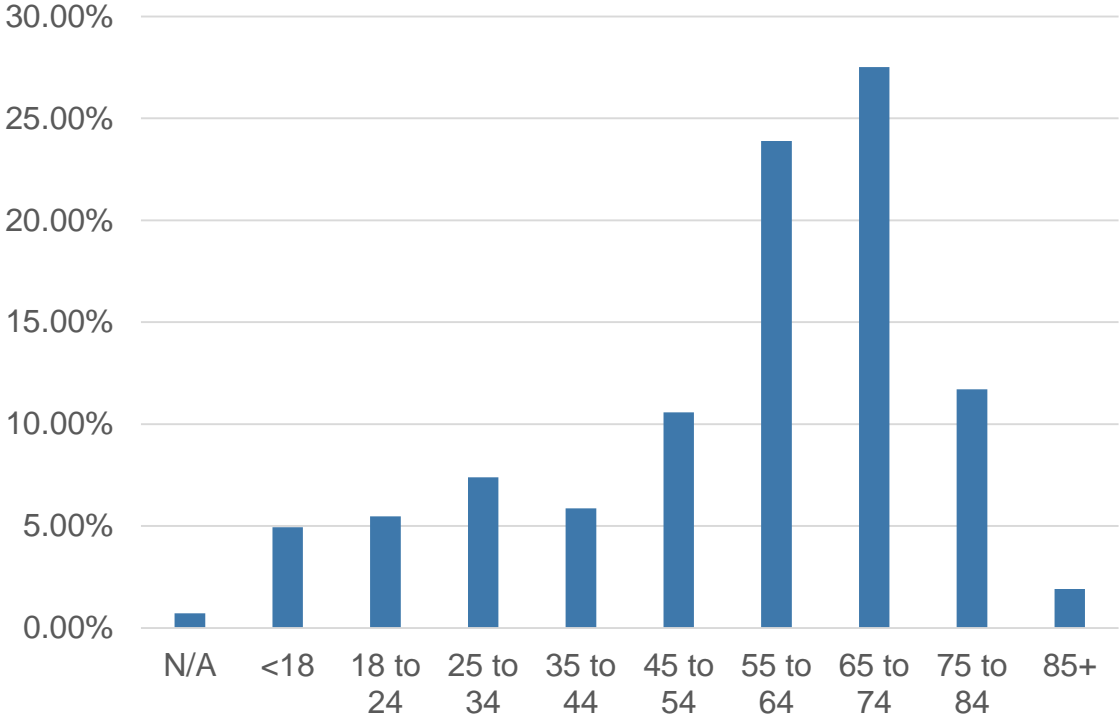


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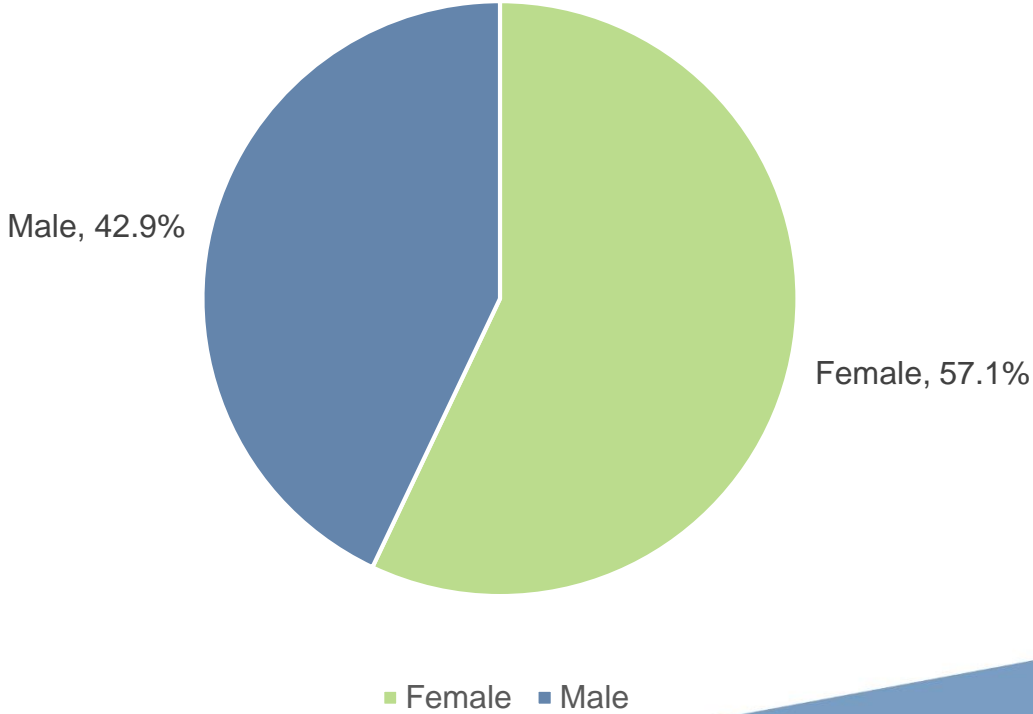
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Member Demographics

Age



Gender



Why Power?

- ✓ Single Source Accountability
- ✓ Medical Fitness Industry Leader
- ✓ Proven Clinical Integration Strategies
- ✓ Proprietary HIPAA Compliant Technology
- ✓ Business Performance & Risk Transfer
- ✓ Unified Metric Driven Operational Model
- ✓ Employee Training and Bench Strength

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

The First Amendment to the Management Agreement ("First Amendment") is made and entered into as of July __, 2019 to be effective as of January 2, 2020, by and between **VILLAGE OF ORLAND PARK** ("Client") and **POWER WELLNESS MANAGEMENT, LLC**, an Illinois Limited Liability Company Manager ("Manager").

RECITALS

- A. On January 2, 2017, Client and Manager entered into a Management Agreement (the "Agreement") for Manager to operate and manage the Facility located in Orland Park, Illinois (the "Facility"), now known as Oland Park Health & Fitness Center.
- B. Pursuant to Section 1 of the Management Agreement, the term of the current Management Agreement in place is set to expire January 1, 2020.
- C. Client and Manager consent to extend the Management Agreement for a three-year term from January 2, 2020 to and including January 1, 2023, with an option to extend the Agreement for a two-year period up to and including January 1, 2025 pursuant to the terms of this First Amendment as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Manager hereby agree as follows:

- 1. **Recitals Incorporated: Certain Defined Terms.** The recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. All capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Agreement.
- 2. **Term.** The Term of the Agreement is hereby extended from January 2, 2020 to and including January 1, 2023. The parties can consent to extend the Management Agreement and First Amendment for a two year period up to and including January 1, 2025 upon written confirmation at least 180 days prior to January 1, 2023.
- 3. **Management Fee.** The monthly base and annual at-risk management fees are updated based on Exhibit B attached hereto. Exhibit B attached to this First Amendment replaces and supersedes Exhibit B attached to the Management Agreement.
- 4. **Effect of First Amendment.** This First Amendment modifies and amends the Management Agreement, and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. The remaining provisions of the Management Agreement remain in full force and effect except as set forth herein.

5. **Counterparts.** To facilitate execution of this First Amendment, this First Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this First Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by facsimile or pdf transmission.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed effective as of the day first written above.

VILLAGE OF ORLAND PARK

Name: _____

Title: _____

POWER WELLNESS MANAGEMENT, LLC

Name: _____

Title: _____

Exhibit B: Management Fees

The total annual “base” management fee (excluding the expenses set forth in Section 2.1(b)) shall be payable, on a monthly basis, in accordance with the table below. The “incentive” fee shall be paid to Manager based on Manager's performance achieving the performance metrics outlined below. The “incentive” portion shall be paid within forty-five day of the end of each year based on documentation provided by Manager within fifteen (15) days of the end of each year:

	Year				
	2020	2021	2022	2023	2024
Base Fee	\$ 105,000	\$ 107,500	\$ 110,000	\$ 110,000	\$ 110,000
Incentive Fee	50,000	50,000	50,000	50,000	50,000
Total	<u>\$ 155,000</u>	<u>\$ 157,500</u>	<u>\$ 160,000</u>	<u>\$ 160,000</u>	<u>\$ 160,000</u>

Incentive Fee Performance Metrics:

Member Satisfaction Survey (20% weight) – measured annually each Spring.

Achieving a 55% or better (“Very Good Category”) Net Promoter Score on the annual member survey.

Financial Outcomes (40% weight) - measured annually at each end of December.

Obtain or exceed approved budgeted net operating income (net income before management fee, debt service, and depreciation).

Billable Member Goals (40% weight) - measured annually at each end of December.

Obtain or exceed the approved budgeted ending billable members.

United States Drought Monitor

[Current Map](#)

[Maps](#)

[Data](#)

[Summary](#)

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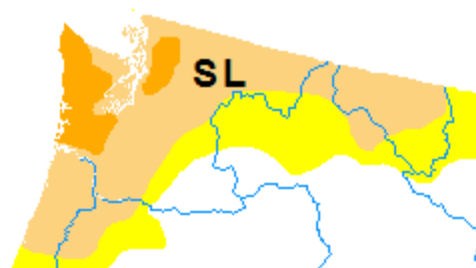
[Conditions & Outlooks](#)

[En Español](#)

[NADM](#)

Map released: August 29, 2019

Data valid: August 27, 2019



United States and Puerto Rico Author(s):








Jessica Blunden, NOAA/NCEI

U.S. Affiliated Pacific Islands and Virgin Islands Author(s):

Richard Heim, NOAA/NCEI

The data cutoff for Drought Monitor maps is each Tuesday at 8 a.m. EDT. The maps, which are based on analysis of the data, are released each Thursday at 8:30 a.m. Eastern Time.

Intensity and Impacts

-  **None**
-  **D0** (Abnormally Dry)
-  **D1** (Moderate Drought)
-  **D2** (Severe Drought)
-  **D3** (Extreme Drought)
-  **D4** (Exceptional Drought)
-  **No Data**

 - Delineates dominant impacts

S - Short-Term impacts, typically less than 6 months (e.g. agriculture, grasslands)

L - Long-Term impacts, typically greater than 6 months (e.g. hydrology, ecology)



Map Download




United States and Puerto Rico (Page 1)

Current map:     

Previous map:     

U.S. Affiliated Pacific Islands and Virgin Islands (Page 2)

Current map:   

Previous map:   

For local details and impacts, please contact your **State Climatologist** or **Regional Climate Center**.

Get maps and statistics:

[U.S. States and Puerto Rico](#)

[Continental U.S.](#)

2019 U.S. Drought Monitor Forum

Registration is now open for the 2019 Biennial US Drought Monitor Forum. [Register](#).

This Week's Drought Summary

Summer thunderstorms brought heavy rainfall to the Central Plains into parts of the Northeast, with showers and thunderstorms also occurring across parts of the Northwest, Southern Rockies, and Central Gulf Coast. Below-average temperatures accompanied the heavy precipitation for the most part. The Southwest saw little to no rain and record to near-record heat, while heat and humidity continued to the east. The above-average temperatures and dry conditions brought elevated fire risk over the Great Basin and portions of the northern Intermountain West. South central Alaska remained dry and fires continued to burn, with smoke warnings in effect. Heavy rains, flash flooding, and severe weather occurred as a front stretched from the Southern Mid-Atlantic into the Southern Plains.

Northeast

Much of the Northeast has received near- to above-average rainfall over the summer months, but with some areas receiving below-average amounts. This week abnormally dry conditions (D0) spread a bit southward in northern New York and eastward across northern Vermont and New Hampshire and just into Maine. Agricultural impacts have been reported in Monroe County in western New York where precipitation has been around 60 percent of normal over the past couple of months. Abnormal dryness was introduced here this week.

Southeast

This past week beneficial rains fell across parts of the Southeast that have been in some form of dryness or drought, with locally heavy amounts observed. A swath of the Midlands and Upstate South Carolina received at least two inches of precipitation, with some areas observing close to six inches (McCormick, for example, reported 6.20 inches in a 24-hr period). This stretch returned to normal conditions and moderate drought (D1) was reduced in Aiken County near the Georgia border. Some areas missed out on the rain, however, and D1 spread northward to southern Sumter and eastern Richland Counties. Normal conditions also returned to part of south central North Carolina to the east of Charlotte and in part of the coastal region around New Bern over to northeastern Bladen County. In Georgia, precipitation was mixed. Moderate drought expanded near the South Carolina border and was introduced in part of the Atlanta Metro area. However, to the east beneficial rains allowed for improvement in Washington and Hancock Counties. Improvements were also seen in parts of central Alabama, from the north to the south, including improvements of D1 and D2 (severe drought) in Jefferson, Bibb, and Tuscaloosa Counties.

South

Texas, Oklahoma, Arkansas, and Louisiana saw sharp gradients and some complicated rainfall patterns, with heavy precipitation in some places and little to none in others, and so many areas saw improvement in short-term dryness and drought while many others saw degradation. Conditions improved across part of the Oklahoma Panhandle into northern Texas and also in the central region and southeast, but there was also a degradation to extreme drought (D3) along the Texas border, encompassing parts of Kiowa, Comanche, Cotton, and Tillman Counties (and northern Wichita and northeastern Wilbarger County in Texas) where rain was scarce. This is the first occurrence of D3 in Oklahoma since September 2018. Temperatures here were in the 105-109 degree F range. In Texas, the D3 area to the west expanded, as did the D3 area in the extreme south, with a new small spot as well. Primary impacts across the state include wildfires, dry stock tanks, supplemental feeding, and impacts to late-season crops, namely cotton. Moderate drought spread from east Texas into southwestern Arkansas and northwestern Louisiana. Abnormal dryness also spread eastward to south central Arkansas and central to northeastern Louisiana.

Midwest

Moderate drought (D1) was introduced across northern Michigan and the eastern Upper Peninsula this week. Abnormal dryness also spread from the south northeastward to the Saginaw Bay. There are reports of impacts to forage yields and concerns about annual crop production, in addition to general drying out of some soils. Abnormal dryness (D0) also expanded slightly in northern Minnesota and spread from Iowa into southern Minnesota. Part of central Iowa already experiencing dryness also saw D0 expansion, while the southeast saw an expansion of D1. Across Indiana, rainfall over the past week diminished in intensity and coverage as fronts moved from northwest to southeast. Areas of D0 decreased in the north, west central and south central portions of the state. All three D1 areas also shrank across the state as the beneficial rains fell. Missouri received around 2 inches of rain over the past week or two across most of the areas designated as abnormally dry, which is well over twice (or more) the normal amount. With no impacts reported, the entire state has now returned to normal conditions. In Kentucky, rain was widespread, steady, and long, just the kind of rain to soak into the soil and improve drought conditions. The area of D1 in central Kentucky that was introduced last week disappeared this week, and the area of D0 shrank significantly. With respect to agriculture, the rain, combined with cooler temperatures, will help eliminate agricultural impacts and should help double crop soybeans.

High Plains

In the Northern High Plains, normal conditions returned along the western to central North Dakota/Canadian border. Precipitation has been adequate and soil moisture conditions have improved. In the Southern High Plains, rainfall has been below average over the last couple of months - including the past week - in eastern Colorado while temperatures have been above average. Several areas of abnormal dryness were introduced this week, including in the central Colorado Mountains over the higher elevations, eastern Larimer and western Weld Counties and Colorado springs, and in Las Animas. With the heat, evaporative demand has been high for many of these locations. Reports from water providers indicate that there has been peak demand in the last week with lawn irrigation. Peak demand usually occurs in July. Southwestern Kansas has also seen a dearth of precipitation, and both D0 and D1 expanded westward in this area. The rest of the state, on the other hand has seen plentiful rainfall and D0 contracted westward in the central and south central region.

West

With respect to precipitation, 2019 to-date is a year of extremes in parts of the West. As monsoon rains continue to fail and heat continues to build, impacts, including wildfire risk, are growing in the Southwest. After emerging from nearly a decade of drought conditions on June 11, moderate drought (D1) returned to both the eastern and western parts of Arizona this week, and abnormally dry (D0) conditions spread across much of the rest of the state, save for part of the south. Locally, many areas are experiencing one of their 10 driest monsoon seasons on record. Phoenix is also on track to have its third or fourth hottest June-August period on record and Tucson its second hottest. The D1 that spread to eastern Arizona also spread over the remainder of northwestern New Mexico into southwestern Colorado and southeastern Utah at the Four Corners. In New Mexico, D1 in the south expanded eastward from Sierra County to the D1 area at the Texas border. Abnormally dry conditions also spread outward across the southwestern states, including across Imperial County, California, to join with the long-lasting D0 area in San Diego, Orange, and Riverside Counties.

Alaska, Hawaii, and Puerto Rico

Dry conditions -- and fires -- continued in south central Alaska this past week, with smoke filling the air across large regions. With continued fire danger, severe drought (D2) spread

across the remainder of the southern Kanai Peninsula, part of the Alaska Peninsula, and encompassed Kodiak Island. Moderate drought (D1) was extended to the Bristol Bay area, with fire buildup indices approaching 100. Also based on the fire risk, the area of extreme drought (D3) expanded in the northern Kenai Peninsula to the Swan Lake Fire area. Additionally, more water shortages have been reported in south central Alaska, including impacts to the community water supply in Nanwalek and drying of streams that provide salmon spawning habitat, namely Jaklof Creek near Seldovia. The communities of Seldovia, Chignik Lagoon, Chignik Lake, and Tatilek are also reporting water shortages and boil water advisories.

Hawaii has been dry over the past week, especially over the mid-section of the island chain. On Oahu, moderate drought (D1) was introduced along the lower elevations of the south facing slopes of Oahu and also over the western half of Molokai. Additionally, abnormally dry conditions (D0) spread across the remainder of Maui.

No changes were made for Puerto Rico this week.

Pacific Islands

The weather pattern during this USDM week (8/21/19-8/27/19) began with a monsoon trough which stretched from the Marianas and northern Palau across the Federated States of Micronesia (FSM) to the northern Marshall Islands (RMI). The eastern end of the monsoon trough gradually eroded as the week progressed. A weak but broad circulation moved slowly westward across central to western Micronesia, following the pressure weakness of the monsoon trough and bringing areas of rain with it. Surface troughs combined with divergence associated with upper-level troughs and lows at times, especially over the RMI and north of the FSM and, later in the week, over western Micronesia. Trade-wind convergence and disturbances also brought rain to parts of the RMI. South of the equator, high pressure dominated the Samoan Islands for most of the week; a surface trough brought some showers as it crossed American Samoa later in the week.

Satellite-based estimates of 7-day precipitation (QPE) showed a continuous band of 2+ inches of rain stretching along the monsoon trough from the South China Sea southeastward to the equator in Kosrae State. Areas of 4+ inches of rain were embedded within this band over Micronesia. Another area of 2 to 4+ inches of rain was indicated over the RMI, mainly the northern and eastern sections. A region of less than 2 inches appeared

on the QPE over northern portions of eastern FSM. Spots of 1+ inches of rain were seen on the QPE north, south, and west of the Samoan Islands, with a band of light rain (0.5-1.0 inch) crossing north-south across American Samoa.

It was a wet week (more than the 2-inch weekly minimum needed to meet most water needs) in Palau. The International Airport recorded 4.02 inches of rain for the week, bringing the monthly total to 9.91 inches which is above the 8-inch monthly minimum, so D-Nothing continued.

The Marianas had a wet week (more than the 1-inch weekly minimum needed to meet most water needs). Guam reported 4.02 inches for the week, 2.94 inches of which fell on August 26, setting a new daily record. At Saipan, 1.76 inches were recorded in the manual gauge, 1.34 inches in the NPS automated gauge, and 1.20 inches in the ASOS gauge; Rota had 1.01 inches. The monthly totals (through August 27th) were well above the 4-inch monthly minimum, with 18.25 inches at Guam, 17.96 inches at Saipan, and 16.13 inches at Rota, so D-Nothing continued.

In the FSM, Ulithi had no data and could not be analyzed. The driest stations occurred in the northeast, with Pingelap reporting 0.60 inch of rain for the week and Fananu 1.82 inches. The rest of the stations were wet (more than the 2-inch weekly minimum), with amounts ranging from 2.09 inches at Pohnpei to 5.66 inches at Lukonor, 5.77 inches at Nukuoro, and 6.48 inches at Yap. For the month so far (through the 27th), August was wet (more than the 8-inch monthly minimum), so all analyzed FSM stations continued as D-Nothing.

The spotty rainfall pattern in the RMI resulted in dry areas where Jaluit reported 0.05 inch of rain, Utirik 1.56 inches, and Ailinglapalap 1.71 inches, contrasting with wet areas. On the wet side, Kwajalein recorded 2.61 inches, Majuro 2.81 inches, and Mili 5.39 inches. Wotje reported 0.40 inch for the week through August 27th, but 4 days were missing so Wotje could not be analyzed. With a very dry week, and only 4.89 inches of rain for the month so far, Jaluit continued at D2-SL. The rest of the stations had monthly totals more than the 8-inch monthly minimum. Utirik was dry this week, so D1-L continued to reflect the prolonged dryness of November 2018-July 2019. With Kwajalein wet for the week (2.61 inches) and month (9.76 inches so far), and rain falling on most days this month, the status was changed from D1-L to D-Nothing. Majuro had 2.81 inches of rain this week, which is 10.27 inches for the month through August 27th; according to xmACIS2, this is above the monthly normal for this date of 9.91 inches. Compared to data for full Augusts, 10.27 inches ranks August 2019

as the 23rd driest August out of 66 years of data. The reservoir storage level on August 27th was at 28.671 million gallons, which is right at the 80% of maximum threshold, so the status was changed from D0-S to D-Nothing. D-Nothing continued at Ailinglapalap and Mili.

The week was dry so far in American Samoa, with weekly rainfall totals 0.86 inch at Pago Pago, 0.89 inch at the automated station at Siufaga Ridge, and 0.46 inch at the automated station at Toa Ridge. But last week was wet and the month is wet at Pago Pago, so D-Nothing continued at Tutuila.

Virgin Islands

Fast-moving showers embedded in the easterly trade winds brought rain to parts of the U.S. Virgin Islands (USVI) at the beginning of this USDM week (8/21/19-8/27/19). A tropical wave continued the rain for the first half of the week, then a weak mid- to upper-level ridge became dominant. A drier and stable air mass, accompanied by suspended Saharan dust, controlled the weather during the last half of the week. Tropical Storm Dorian was still well southeast of the USVI by the time this USDM week ended (Tuesday at 12z). Radar-based estimates of rainfall for the 7 days ending at 12z on Tuesday depicted areas of 0.5-1.0 inch of rain across the three main USVI islands, with heavier amounts offshore to the west.

Henry Rohlsen AP had an inch (1.01) of rain this week, and the Christiansted 1.8 ESE CoCoRaHS station measured 1.81 inches, so St. Croix was wet. The monthly total at Rohlsen AP was 2.86 inches, which is slightly above normal. The rain didn't seem to have an effect on the well level at Adventure 28 which continues low and continues to fall. The year-to-date rainfall at Rohlsen AP was 15.61 inches, 4.06 inches below normal or 79% of normal. Since the week was wet, the D1-L was changed to D0-L, with the D0-L reflecting lingering dryness as reflected in the 9- and 12-month Standardized Precipitation Index (SPI) and below-normal year-to-date rainfall.

St. Thomas missed out on the beneficial rains, with only 0.28 inch measured at the Cyril E King AP and 0.09 inch at the CoCoRaHS station at Anna's Retreat. The monthly total at King AP was 2.16 inches, which is 1.02 inches below normal or about 68% of normal. The Grade School-3 Well level is continuing to fall. The year-to-date rainfall at King AP was 18.85 inches, which is 0.74 inch below normal or 96% of normal, and the 12-month SPI shows D0 conditions, so St. Thomas continues as D0-L.

On St. John, three quarters of an inch (0.74) of rain was reported by the volunteer observer

at Windswept Beach. This brings the monthly total to 3.29 inches, which is below the long-term average, and the yearly total to 18.79 inches, which is 77% of the long-term average. The USGS Susannaberg DPW 3 Well shows groundwater levels that continue low with little improvement. As a result, D0-L continued on St. John.

Looking Ahead

Over the week beginning Tuesday, August 27, according to NOAA's Climate Prediction Center, dry conditions are expected to continue across southern Texas and much of the western third of the continental U.S., while light to heavy rainfall may occur across the remainder of the country. Parts of Kansas may receive up to about 4 inches, with isolated higher amounts. Hurricane Dorian will bring heavy rain and potential flooding to Puerto Rico and Florida, where 4-8 inches of rain are expected from the storm, with locally higher amounts. Looking further ahead to September 2-6, below-normal temperatures are favored across Maine and parts of the Northern Plains and Midwest, nosediving into Oklahoma and northern Arkansas, while above-normal temperatures are forecast for Alaska, the western third of the CONUS, across most of Texas, and into the Southeast and Mid-Atlantic states. Much of the Southwest and Alaska are both favored to have some badly needed above-average precipitation, as is the Southeast and the northern tier of the CONUS. There are enhanced probabilities of below-normal precipitation for the Southern and Central Plains into parts of the Midwest. Please note the forecast confidence for this period is above average, according to CPC.

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MAPS

Download maps for selected areas, compare maps from two different weeks, and request a custom map and more.



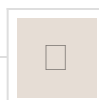
DATA

View tabular data, see a time series, download datasets, and get data in GIS formats.



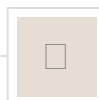
DROUGHT SUMMARY

Read the drought summary for the current week or revisit a summary from a prior week.



ABOUT USDM

Get contact information for the authors, read the history of the U.S. Drought Monitor, and learn about how drought is classified.



CURRENT CONDITIONS AND OUTLOOKS

See some of the products and tools that are used as part of weekly process.

Drought Classification

The Drought Monitor summary map identifies general areas of drought and labels them by intensity. D1 is the least intense level and D4 the most intense. Drought is defined as a moisture deficit bad enough to have social, environmental or economic effects.

D0 areas are not in drought, but are experiencing abnormally dry conditions that could turn

into drought or are recovering from drought but are not yet back to normal.

We generally include a description on the map of what the primary physical effects are for short- and long-term drought.

- S = Drought typically less than 6 months (e.g. agriculture and grasslands)
- L = Drought typically more than 6 months (e.g. hydrology, ecology)

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How is drought affecting you? Submit drought impact and condition reports via the Drought Impact Reporter.

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The U.S. Drought Monitor website has been selected for inclusion in the CLEAN collection.

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The U.S. Drought Monitor is produced through a partnership between the National Drought Mitigation Center at the University of Nebraska-Lincoln, the United States Department of Agriculture, and the National Oceanic and Atmospheric Administration.

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