



VILLAGE OF ORLAND PARK

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

Meeting Agenda

Board of Trustees

Village President Keith Pekau

Village Clerk John C. Mehalek

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

Monday, December 2, 2019

7:00 PM

Village Hall

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. VILLAGE CLERK'S OFFICE

[2019-0874](#) Approval of the November 18, 2019 Regular Meeting Minutes

Attachments: [Draft Minutes](#)

[2019-0872](#) Approval of the November 4, 2019, Parks and Recreation Minutes

Attachments: [Draft Minutes](#)

[2019-0873](#) Approval of the November 4, 2019, Public Works Minutes

Attachments: [Draft Minutes](#)

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

5. PRE-SCHEDULED CITIZENS & VISITORS

6. CONSENT AGENDA

A. [2019-0862](#) Payroll for November 29, 2019 - Approval

Attachments: [11.27.2019 Payroll](#)

B. [2019-0861](#) Accounts Payable from November 19, 2019 - December 2, 2019 - Approval

Attachments: [AP Listing](#)

C. [2019-0871](#) Orland Park Police Department's Public Silent Auction Held at Civic

Center on 12/14/2019 - Ordinance

Attachments: [Attachment A](#)
[Ordinance](#)

- D. [2019-0864](#) Quantitative Narcotics and Cannabinoid Testing and Expedited Examination - Purchase Approval Renewal
- Attachments:** [Pricing 2019](#)
 [Contract 2020](#)
- E. [2019-0835](#) Occupational Health Services Provider
- F. [2019-0789](#) G.O. Refunding Bonds, Series 2012A Abatement - 2019 Levy - Ordinance
- Attachments:** [Ordinance - GO Bonds 2012A](#)
- G. [2019-0786](#) G.O. Refunding Bonds, Series 2012B Abatement - 2019 Levy - Ordinance
- Attachments:** [Ordinance - GO Bond Series 2012B](#)
- H. [2019-0787](#) G.O. Refunding Bonds, Series 2013A Abatement - 2019 Levy - Ordinance
- Attachments:** [Ordinance - GO Bond Series 2013A](#)
- I. [2019-0788](#) G.O. Refunding Bonds, Series 2013C Abatement - 2019 Levy - Ordinance
- Attachments:** [Ordinance -GO Bonds 2013C](#)
- J. [2019-0790](#) G.O. Refunding Bonds, Series 2016 Abatement - 2019 Levy - Ordinance
- Attachments:** [Ordinance - GO Bond Series 2016](#)
- K. [2019-0860](#) Sales Tax Rebate and Real Estate Tax Abatement (Von Maur) - Ordinance
- Attachments:** [Ordinance](#)

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

[2019-0867](#) Proposed 2020 Property Tax Levy - Public Hearing

Attachments: [Public Hearing Notice - Truth in Taxation Hearing](#)

2019-0866 Public Hearing for Fiscal Year 2020 Budget - Approval

8. PUBLIC SAFETY

9. TECHNOLOGY, INNOVATION AND PERFORMANCE IMPROVEMENT

10. PUBLIC WORKS

11. DEVELOPMENT SERVICES, PLANNING AND ENGINEERING

2019-0813 143rd Street Widening, CBBEL's Contract Modification and Extension

Attachments: [Supplement 2 and 3 Final](#)
[143rd Street Supplement 2 \(Zero Dollar Change\)](#)
[Supplement 3 - 143rd Street Local Funds](#)

2019-0859 CMAP Grant for 143rd Street and SW Highway Intersection

Attachments: [Funding Applications](#)

2019-0848 Historic District Grant Program - Discussion Only

2019-0858 John Humphrey Complex - V3 Company's Schedule Extension

12. PARKS AND RECREATION

2019-0865 Orland Park Health and Fitness Center Medical Fitness Association Award

Attachments: [OPHFC power point](#)

2019-0781 Recreation Program Guide RFP

Attachments: [RFP Tabulation](#)

13. FINANCE

2019-0785 2019 Property Tax Levy - Ordinance

Attachments: [Ordinance - 2019 Library Levy](#)
[2019 Property Tax Levy](#)
[Budget 2020 - CY2019 Property Tax Levy](#)
[FY20 Levy 2019 Ordinance](#)

2019-0784 Fiscal Year 2020 Annual Budget Approval - Ordinance

Attachments: [Revenue Budget FY2020](#)
[Expenditure Budget 2020](#)
[Ordinance Budget FY2020](#)

2019-0791 An Ordinance Establishing Certain Annual or Hourly Pay Rates and Pay Ranges and the Salary Administration Schedule for the Village of Orland Park Employees - Ordinance

Attachments: [Ordinance - 2020 Salaries](#)
[Ordinance - FY2020 Pay Rates and Pay Ranges - Non-Represented En](#)

2019-0836 BMO Revolving and Non-Revolving Line of Credit Extension and Issuance of a Note - Ordinance

Attachments: [Ordinance](#)
[3rd Amendment Credit Agreement](#)
[3rd Amend Revolving Credit Agreement](#)
[Term Loan Agreement](#)

2019-0842 Implementation of an Amusement Tax - Ordinance

Attachments: [Tax Research - Various Municipalities](#)
[Amusement Tax Comparables](#)
[An Ordinance Amending Title 7, Chapter 7 \(Business and Orland Park L](#)
[An Ordinance Amending Title 7, Chapter 7 \(Business and Orland Park L](#)

14. MAYOR'S REPORT**15. OFFICIALS****16. VILLAGE MANAGER'S REPORT****17. NON-SCHEDULED CITIZENS & VISITORS****18. BOARD COMMENTS****19. EXECUTIVE SESSION**

A. The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees

B. Setting a Price for Sale or Lease of Village Property

C. Pending Litigation Against, Affecting or on Behalf of The Village or When Found by The Board that Such Action is Probable or Imminent

20. RECONVENE BOARD MEETING

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

21. ADJOURNMENT

REQUEST FOR ACTION REPORT

File Number:	2019-0874
Orig. Department:	Village Clerk
File Name:	Approval of the November 18, 2019 Regular Meeting Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of November 18, 2019.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, November 18, 2019

7:00 PM

Village Hall

Board of Trustees

Village President Keith Pekau

Village Clerk John C. Mehalek

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

CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:00 P.M.

Present: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani and Village President Pekau

Absent: 1 - Trustee Fenton

VILLAGE CLERK'S OFFICE

2019-0850 Approval of the October 28, 2019 Special Meeting Minutes

The Minutes of the Special Meeting of October 28, 2019 were previously distributed to the members of the Board of Trustees. President Pekau asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Special Meeting of October 28, 2019.

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

2019-0851 Approval of the November 4, 2019 Regular Meeting Minutes

The Minutes of the Regular Meeting of November 4, 2019, were previously distributed to the members of the Board of Trustees. President Pekau asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Meeting of November 4, 2019.

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS**2019-0845 Proclamation Honoring Mitchell's Flowers as Orland Park Business of the Month-November 2019**

Mayor Pekau proclaimed November 18, 2019, as Mitchell's Flowers Day in the Village of Orland Park and honor the Mitchell Family with Orland Park Business of the Month-November 2019.

Mitchell's flowers has been serving Orland Park as a family run business since 1973 and we congratulate them for celebrating over 46 years in Orland Park. Mitchell's flowers has made Orland Park their home and services our community with beautiful floral arrangements and plants.

This was a presentation. NO ACTION was required.

PRE-SCHEDULED CITIZENS & VISITORS**2019-0828 St. Michael Robotics Team First Lego League Challenge**

Assistant Director of Development Services Khurshid Hoda and Development Services Engineer Loy Lee reported that the St. Michael Robotics Team is competing in the First Lego League Challenge, a competition organized by the LEGO Group and the FIRST Foundation. The teams are required to build and program a robot to complete challenges on a game mat as well as present a project in front of a panel of judges. This year the project theme is "City Shapers" and each team has been challenged to determine a problem with a building or open space in their community and come up with a possible solution. The two teams have identified the following projects:

Team 1577 - Andrew Site - Ideas for Reuse

Project: Contaminated soil has restricted development for this parcel.

Solution: The kids are evaluating innovative ways to clean the site with plant products and converting this site into an extension of Centennial Park. They would like this new park to include a solar farm to supplement the Villages energy use in public spaces.

Team 5784 - Schussler Park Renovation

Project: Flooding at soccer fields, soil erosion near the pond, accessibility, deteriorated surfaces on the tennis and basketball courts, dated park equipment.

Solution: The kids are looking into synthetic turf fields, and rain garden placement, naturalized plantings, and permeable surfaces, ADA accessibility to all areas of the park, and installing 100% ADA accessible park equipment.

The teams prepared two short presentations and presented them to Board.
(refer to audio file)

The Board members provided feedback to each team and complimented their hard work. (refer to audio file)

This was a presentation. NO ACTION was required.

CONSENT AGENDA

Trustee Healy requested that Item B. Accounts Payable from November 5, 2019 - November 18, 2019 - Approval be removed from the Consent Agenda for a separate vote due to a conflict of interest.

Passed the Consent Agenda

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

2019-0841 Payroll for November 15, 2019 - Approval

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

I move to approve the Bi-Weekly Payroll for November 15, 2019, in the amount of \$1,034,672.10.

This matter was APPROVED on the Consent Agenda.

2019-0798 Budget Adjustment for Recreation, Youth Dance for 4th Quarter 2019

Enrollments are higher than expected in Youth Dance for Irish Dance. This is a contracted program and the revenues from program registration will cover the contracted expense for the Fall 2019 session. Additionally, revenues have already been collected from enrollments for the Fall season.

I move to approve increasing the FY2019 expenditure budget by \$2,230

This matter was APPROVED on the Consent Agenda.

2019-0814 Budget Adjustment Request for Recreation, Private Music Lessons for 4th Quarter 2019

Enrollments are higher than expected for Private Lessons for Music (guitar, piano, and voice). Program enrollment is expected to continue through December. This

is a contracted program and the revenues from program registration will cover the contracted expense for the Fall 2019 session.

I move to approve increasing the FY2019 expenditure budget by \$2,000.

This matter was APPROVED on the Consent Agenda.

2019-0815 Budget Adjustment Request for Recreation, Karate for 4th Quarter 2019

Karate enrollments and revenues continue strong for the Fall 2019 session. Revenues are available to cover the contracted expense for the Fall 2019 session. The funds in the Karate expense budget paid for the Winter/Spring and Summer sessions and funds are not available for the Fall session. Additionally, revenues have already been collected from enrollments for the Fall session.

I move to approve increasing the FY2019 expenditure budget by \$15,874.

This matter was APPROVED on the Consent Agenda.

2019-0703 2019-2020 Road Salt Annual Purchase

In March, the Public Works Department received Board approval to renew our agreement with the Illinois Department of Central Management Services (CMS) for our annual purchase of road salt through the State Joint Purchasing Program. Since that time, we have been advised that our contract with last year's provider has been renewed with 181% increase in cost. The vendor will again be Compass Minerals America Inc. of Overland Park, Kansas, at a price of \$78.86 per ton. Under this agreement, the Village is required to purchase a minimum of 3,840 tons of road salt for the 2019/20 winter season.

I move to approve purchasing road salt from Compass Minerals America Inc. of Overland Park, Kansas for the 2019-2020 winter season, for a cost not to exceed \$78.86 per ton and a total cost not to exceed the remaining Fiscal Year 2019 budget and the Fiscal Year 2020 Board approved budgeted amount.

This matter was APPROVED on the Consent Agenda.

2019-0705 2020 Maintenance of Streets and Highways by Municipality under the Illinois Highway Code - Resolution

The Illinois Department of Transportation (IDOT) requires the Village to pass a resolution each year for the utilization of Motor Fuel Tax (MFT) funds. The appropriations of funds are for the maintenance of Village streets and rights-of-way by village staff and associated IDOT authorized expenditures for salt and electric within the upcoming year. IDOT requires the passage of the resolution for each fiscal year. The resolution for the 2020 calendar year is for funds estimated in the amount of \$3,084,266.00. IDOT requires their form to be used for the resolution. Their resolution form (BLR 14220) and the Municipal Estimate of Maintenance Cost (BLR 14231) are attached.

The Municipal Maintenance Expenditure Statement for the 2019 calendar year

showing the final amounts of the MFT fund expenditures will be submitted to IDOT early next year.

I move to pass Resolution Number 1924 entitled: A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

This matter was APPROVED on the Consent Agenda.

2019-0706 Replacement of Prisoner Transport Vehicle Purchase - SPC Award

The 2019 Fiscal Year Budget includes rollover funds for the replacement of a 2000 model year prisoner transportation vehicle for the Police Department. It is staff's recommendation to utilize the SPC (suburban purchasing cooperative) contract #150 for the purchase of the van with installed prisoner transport insert equipment from Currie Motors of Frankfort, Illinois for a 2020 Ford Transit-350 AWD medium roof van in an amount not to exceed \$61,800.22. Currie estimates 25 weeks at this time for the delivery of the van plus the installation of the prisoner insert equipment package. The prisoner insert will have three separate compartments with climate control, video, and audio. Staff visited a nearby police agency that has a comparably configured unit. The agency gave positive feedback and recommends the AWD (all-wheel drive) option now that it's available from the manufacturer.

I move to approve utilizing the Suburban Purchasing Cooperative pricing and accept the proposal from Currie Motors of Frankfort, Illinois for the purchase of one (1) 2020 Ford Transit-350 AWD medium roof van with installed aftermarket equipment, for an amount not to exceed \$61,800.22

This matter was APPROVED on the Consent Agenda.

2019-0776 IDOT Right-of-Way Maintenance Resolution - Resolution

Chapter 605 ILCS 5/4-208 and 5/9-113 of the Illinois Revised Statutes requires that any person, firm or corporation desiring to do work on State maintained right of way must first obtain a written permit from the Illinois Department of Transportation. This includes any emergency work on broken water mains, sewers or brick pavers.

For permit work to be performed by employees of a municipality, a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming to the normal bonding requirements nor from obtaining permits. The attached resolution will remain in effect for the period of two (2) years (2020 and 2021). The attached resolution has been previously reviewed and approved by the Village Attorney

I move to pass Resolution Number 1925 entitled: IDOT Maintenance Resolution.

This matter was APPROVED on the Consent Agenda.

2019-0777 Disposal of Village Equipment (Online Auction) - Vehicles & Equipment, Sportsplex and the Parks & Grounds Department

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

One (1) used aluminum Blue Fin Sea Gull model 15T V-Hull boat, serial # YDP2359. The model year is unknown.

One (1) used 1985 Iron brand chuck wagon portable cooker, the serial number is n/a

One (1) used 1992 Iron brand chuck wagon portable cooker, the serial number is n/a

Seven (7) used park benches of various sizes and colors. Make/Model/Serial is n/a

Seven (7) used nine-foot-tall tennis court wind screen/backdrop curtains

Three (3) used Porter brand model 234 basketball backboards with hoops

One (1) used Sears, Roebuck model # 113.1984.11, serial # 89017.M0017 table mounted 10" radial saw.

One (1) used Nelson brand Rain Train traveling sprinkler, model #400, serial# G5281

One (1) used Neary Manufacturing, Inc, Rotary Blade grinder, model # 400, serial # 1839

One (1) used Craftsman 2" Drill, model #315.271430-E 13227, serial # A3303

One (1) used Milwaukee Sawzall kit, catalog# 6507, serial # 0631742134

One (1) used battery-powered Porter Cable Drill and circular saw set. The drill is 1/2" cordless, 19.V with a model number 884 and serial number 052909. The Saw is also cordless, 19.2 V with model number 845 and serial number 035363. The battery charger is model number 8624 and serial number 061065. The sale includes no rechargeable batteries.

One (1) lot of 5 Fellowes Neato CD/DVD slim jewel cases. There are no discs.

One (1) lot of 5 used bicycles consisting of a 26" Huffy Stone Mountain, serial#

K66799055912F463, 28" Schwinn CrossFit, serial #S3E00615, 26"-Schwinn Aluminum Comp, serial# 402030, 24"-Next,serial# LWLC0198 , 28"-Trek 7300 MultiTrak serial # WTUB085995R.

One (1) used Victor 1297 calculator, serial # 1297010E00226

One (1) used Rice Lake Weighing System, model # X-CONTACT 350(D1000-3), serial # 04151330002

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

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

I move to pass Ordinance Number 5456 entitled: AN ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS.

This matter was APPROVED on the Consent Agenda.

2019-0827 Contract for Elevator Maintenance at Village Buildings

The Franklin Loebe Center, Village Hall, Cultural Arts Center, Sportsplex, 143rd Street Parking Garage, and Orland Park Health & Fitness have elevators that require an annual maintenance agreement. For the past five years, KONE, Inc. has provided elevator maintenance on these elevators. The current KONE contract expires in December 2019. Throughout this contract, KONE's performance has become increasingly disappointing with slow response time, inconsistent billing and invoices for routine service calls.

Staff has researched Omnia Partners, a purchasing cooperative for public sector procurement. Thyssenkrupp Elevator and Otis Elevator provided proposals under the Omnia contract for elevator maintenance. Both companies have previously provided elevator maintenance for the Village, but were not chosen back in 2014 due to cost. The proposal from Thyssenkrupp Elevator Corporation under the Omnia contract was the lowest at \$1,514.00 per month for all village elevators, payable annually in advance. The initial term is three years with annual renewal thereafter. Thyssenkrupp reserves the right to adjust pricing annually not to exceed 4%. Thyssenkrupp Elevator Corporation has provided a proposal that covers minor service calls and states that call outs will be handled during regular business hours with exception for emergency cases such as entrapment.

I move to approve executing a three (3) year contract with annual renewals thereafter with Thyssenkrupp Elevator Corporation for elevator maintenance in an amount not to exceed annual budgeted dollars.

This matter was APPROVED on the Consent Agenda.

2019-0534 Seritage OSM - Special Use

On October 21, 2019, the Village Board of Trustees approved Special Use Permit to allow for the operation of a 24-hour fitness center (39,688 sq. ft.) within the COR Mixed-Use zoning district for the property generally located 2 Orland Square Drive, Orland Park, Illinois 60462.

I move to pass Ordinance Number 5449, entitled: ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW FOR THE OPERATION OF A 24-HOUR FITNESS CENTER (39,688 SQ. FT.) WITHIN THE COR MIXED-USE ZONING DISTRICT (2 ORLAND SQUARE DRIVE).

This matter was PASSED on the Consent Agenda.

2019-0661 LaMichiocana Azteca Ice Cream Shop Special Use Permit - Ordinance

On October 21, 2019, the Village Board of Trustees approved a Special Use Permit for a restaurant within 300 feet of a residential parcel for LaMichiocana Azteca located at 9173 and 9177 W. 151st Street subject to conditions as stated in the ordinance.

I move to pass Ordinance Number 5450, entitled: ORDINANCE GRANTING A SPECIAL USE FOR A RESTAURANT WITHIN 300 FEET OF A RESIDENTIAL PROPERTY (LA MICHIOCANA AZTECA ICE CREAM SHOP - 9173-9177 W. 151ST STREET)

This matter was PASSED on the Consent Agenda.

2019-0840 Accounts Payable from November 5, 2019 - November 18, 2019 - Approval

Trustee Healy stated that he has a conflict of interest with William Quinn and Sons. (refer to audio file)

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

I move to approve the Accounts Payable from November 4, 2019 through November 18, 2019 in the amount of \$10,281,606.00.

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

Aye: 5 - Trustee Dodge, Trustee Calandriello, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Abstain: 1 - Trustee Healy

Absent: 1 - Trustee Fenton

DEVELOPMENT SERVICES, PLANNING AND ENGINEERING

2019-0249 Panera Bread - Development Petition for Site Plan, Elevations, Landscape Plan, Special Use Permit with Modifications

The 7420 W. 159th Street Planned Unit Development was approved in 2015 (Legistar File ID 2015-0526 & 2017-0636). The Special Use Permit for the Planned Unit Development was approved by Ordinance No. 5215 on September 5, 2017. The mixed-use development originally consisted of five (5) lots on 11 acres and was envisioned for commercial and motor vehicle service uses. A detention pond is located on the northwest corner of the site on Outlot A. Lot 4 is currently vacant pending development. Heartis Senior Living, a three-story, 91,650 square foot assisted living facility with an attached one-story memory care unit, is located on Lot 3 at 7420 W. 159th Street. The Village Board approved the Special Use Permit for Heartis Senior Living by Ordinance No. 5095 on May 26, 2016 (Legistar File ID 2016-0007).

On September 5, 2017, the Village Board of Trustees approved a Resubdivision (GW Property First Resubdivision) to convert Lots 1 and 2 into Lots 5, 6, 7, and 8 as well as a Special Use Permit for a restaurant with a drive-through, Freddy's Frozen Custard, on Lot 5 by Ordinance No. 5218 (Legistar File ID 2017-0173). On September 5, 2017, the Village Board of Trustees also approved the Special Use Permit with Modifications for a motor vehicle rental use, Avis Rent-A-Car on Lot 8 at 7412 W. 159th Street, and a 10,000 square foot new building, and a variance to increase parking in excess of 20% by Ordinance No. 5216 (Legistar File ID 2016-0200). Lot 7 currently includes a detention pond and vacant land for future commercial development.

The subject property is located on Lot 6 of the 7420 W. 159th Street Planned Unit Development and is currently vacant pending development.

Trustee Healy made a motion to withdraw the original motion which was seconded by Trustee Katsenes. All were in favor. (refer to audio file)

Trustee Healy amended the original motion which was seconded by Trustee Milani. (refer to audio file)

Trustee Dodge had questions. (refer to audio file)

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

I move to waive the requirements of Land Development Code Sections 5-101C.1.b and 5-101C.1.c and to allow the Board of Trustees to proceed with an immediate vote based on the Plan Commission unanimous recommendations.

And

I move to approve a Site Plan, Elevations, Landscape Plan, and Special Use Permit with Modifications for Panera Bread, as recommended at the November 5, 2019 Plan Commission meeting and as fully referenced in the motion below.

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

I move to approve the Preliminary Site Plan titled "Site Dimensional and Paving Plan", prepared by Manhard Consulting, Ltd., Sheet 3 of 13, dated June 14, 2019 and last revised October 18, 2019, subject to the following conditions:

1. Meet all building code requirements and final engineering requirements, including required permits from outside agencies.
2. Screen all mechanical equipment either at grade or at rooftop with landscaping or parapets respectively.
3. Submit a sign permit application to the Development Services Department for separate review. Signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply.
4. Submit a plat of vacation and plat of easement to the Village for staff review, execution, and recording to reflect the changes to the existing stormwater easement.
5. The photometric plan shall comply with all lighting requirements per Section 6-315.

And

I move to approve the Elevations titled "Exterior Elevations", prepared by Frederick J. Goglia, Sheets A301 and A302, dated October 17, 2019, subject to the following conditions:

1. Meet all final engineering and building code requirements.
2. All masonry must be of anchored veneer type masonry with a 2.625" minimum thickness.
3. Screen all mechanical equipment either at grade level with landscaping or hidden behind the roofline.
4. Submit a sign permit application to the Development Services Department for separate review. Signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply.

And

I move to approve the Preliminary Landscape Plan, titled "Landscape Plan", prepared by Manhard Consulting, Ltd., Sheets 1-4, dated June 10, 2019 and last revised October 15, 2019, with the following conditions:

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

And

I move to approve a Special Use Permit for Panera Bread, to allow for a restaurant with a drive-through facility in the BIZ General Business District, subject to the same conditions as outlined in the Preliminary Site Plan motion. Modifications to the Special Use Permit include:

1. Reduce the parking lot setback and perimeter landscape screening along the east property line from ten (10) feet to as little as zero (0) feet (Section 6-305.D.6.a.1.i)
2. Reduce the parking lot perimeter landscape screening from a ten (10) foot wide planting bed to a six (6) foot wide planting bed along the north side of the parking lot (Section 6-305.D.6.a.1.i).

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

Aye: 5 - Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 1 - Trustee Dodge

Absent: 1 - Trustee Fenton

MAYOR'S REPORT

2019-0844 Amend Title 7 Chapter 4 - Number of Class A-5 Liquor License - Ordinance

Increase number of Class A-5 liquor licenses from zero (0) to one (01) for Chipotle. For the year of 2020, and going forward, Chipotle will obtain a Class A-5 Liquor License for counter service restaurants instead of a Class A liquor license as they held in the past.

President Pekau had comments. (refer to audio file)

Trustee Dodge had questions. (refer to audio file)

President Pekau responded to Trustee Dodge. (refer to audio file)

I move to pass Ordinance Number 5451, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS A LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

2019-0843 Amend Title 7 Chapter 4 - Number of Class A Liquor License - Ordinance

Decrease number of Class A liquor licenses from sixty-nine (69) to sixty-seven (67) for Chipotle and Houlihans. For the year of 2020, and going forward, Chipotle will obtain a Class A-5 Liquor License for counter service restaurants. Houlihans closed their doors on Tuesday, November 12, 2019.

President Pekau had comments. (refer to audio file)

I move to pass Ordinance Number 5452, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS A LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

2019-0846 Amend Title 7 Chapter 4 - Number of Class B Liquor License - Ordinance

Decrease the number of Class B liquor licenses from thirty (30) to twenty Nine (29) to account for the closing of Walgreens #10774 located at 11349 West 159th Street as of November 13th, 2019.

President Pekau had comments. (refer to audio file)

I move to pass Ordinance Number 5453, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS A LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

2019-0821 Amend Title 7 Chapter 4 - Class A-5 Liquor Licenses for Counter Service Restaurants

The creation of the Class A-5 license is for the sole purpose of allowing "counter service" restaurants the opportunity to carry a Class A liquor license: Full Alcohol Service without the option of applying for a video gaming license. The Class A license by definition is solely for Table Service restaurants meaning they have waiters and waitresses taking orders and serving the customers.

A Counter Service restaurant is where a patron orders their items at a counter and their food is obtained either at the counter or they are given a number and their items are then brought to their table.

Currently Chipotle holds a Class A liquor license but because they would be categorized as a Counter Service restaurant via our Village Code, Chipotle will hold a A-5 Liquor License as of their January 2020 renewal.

I move to pass Ordinance Number 5454, entitled: AN ORDINANCE AMENDING TITLE 7 CHAPTER 4 SECTIONS 2 AND 6 OF THE ORLAND PARK MUNICIPAL CODE (LIQUOR LICENSES FOR COUNTER SERVICE RESTAURANTS)

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

VILLAGE MANAGER'S REPORT

2019-0853 An Ordinance Amending the Orland Park Village Code Modifying the Existing Committee Structure and Agenda Management Process

At the November 4, 2019, Village Board meeting, the Village Board directed staff to draft an ordinance amendment modifying the existing committee structure and agenda management process.

Although there are no specific provisions in the Illinois Municipal Code or the

Open Meetings Act that address who is responsible for setting meeting agendas, the Illinois Municipal Code does state the Village Board shall “determine its own rules of proceeding.” See 65 ILCS 5/3.1-40-15.

Based on feedback received at the November 4, 2019 Village Board meeting, the following provisions would be incorporated into the Village Code.

(i) Committee of the Whole

As the Village Board is aware, previously the Village of Orland Park Board of Trustees operated under a Committee of the Whole structure. The attached ordinance amends the Village Code to replace the current Committee section of the Village Code with a Committee of the Whole structure.

Under the provisions of the Committee of the Whole, one hour prior to each regularly scheduled Board of Trustees meeting, the Village Board will meet as a Committee of the Whole unless there are no items for the Committee of the Whole to consider. The agenda for the Committee of the Whole shall be prepared by the Village Clerk in consultation with the Village Manager and Village President. The purpose of the Committee of the Whole will be to allow all of the Board Members an opportunity to engage in a more informal discussion on ideas and proposals which may eventually result in a recommendation to the Board of Trustees.

A portion of the Committee of the Whole meeting shall be dedicated to previewing upcoming non-routine agenda items, including a standing item for the consideration of Agenda Initiatives. A time for public comment shall also be conducted. No final action, beyond action setting future agenda items and/or Agenda Initiatives, would be taken at a meeting of a Committee of the Whole.

The following agenda items would be brought before the Committee of the Whole: (1) the expenditure of money over \$250,000; (2) development agreements; (3) amending the Village Code; (4) the implementation or modification of policies; (5) Budget amendments; and/or (6) an Agenda Initiative filed by a Board Member. Items that do not fall within these categories, and require Board approval, would be placed on the regular Board of Trustees meeting agenda.

The following are some anticipated impacts of this change:

- Open Meetings Act - Currently, under the existing three-member committee structure, no two Trustees can discuss committee items outside of the Committee meeting without running afoul of the Illinois Open Meetings Act (OMA). A "meeting" under OMA is a gathering of a majority of a quorum of the members of a public body for the purpose of discussing public business. For example, for a 7-member board with a quorum of 4, a majority of the quorum would be 3.
- Process Improvement - The proposed Committee of the Whole process will expedite the review of matters. Since current committees meet monthly, items that miss the deadline for placement on the agenda may have to wait up to a

month before being reviewed by the committee and another two weeks before placement on the regular Board of Trustees agenda. Under the proposed structure, routine items can be placed on any regular Board of Trustees agenda, and items that require Committee of the Whole recommendations, can be reviewed twice a month.

- Consent Agenda - The Board of Trustees agenda will continue to encompass consent agenda items. Routine items will be placed on the consent agenda.
- Additional meetings - As part of the change to the Committee of the Whole, trustees will attend one additional meeting; whereas, the Village President will have two additional meetings to attend. However, these additional meetings will occur immediately prior to the regularly scheduled Board of Trustees meeting.

(ii) Board of Trustees Agenda Initiatives

An "Agenda Initiative" process would provide that any individual Trustee could get an initiative placed on the Committee of the Whole agenda by instructing the Village Manager, either verbally or in writing, prior to noon on the Friday preceding the meeting, to place the item on the Committee of the Whole agenda. Village/Legal staff time would be restricted until after at least three Trustees vote to move the Agenda Initiative forward.

Agenda Initiatives would include (1) the expenditure of money; (2) modifications to the Village Code; (3) formation/modification of Village policies; (4) the introduction of an ordinance or resolution; (5) the formation/modification of committees; (6) budget changes and/or (7) the appropriation of Village/Legal staff time. At each Committee of the Whole meeting, a portion of the meeting would be dedicated to the consideration of any Agenda Initiatives that have been filed.

(iii) Previously Deliberated Items

No item shall be placed on the Board of Trustees or Committee of the Whole agenda which, in the opinion of the Village Attorney, is substantially similar to an item or concerns subject matter which is the same as an item that was previously defeated by the Board of Trustees or Committee of the Whole respectfully, for a period of one (1) year after the item was defeated unless:

- (1) The rules are suspended by a majority of the members of the Board of Trustees or Committee of the Whole; or
- (2) A matter is moved to be reconsidered by a majority of the members of the Board of Trustees or Committee of the Whole.

Trustee Dodge had questions and comments. (refer to audio file)

Village Manager Koczwara responded to Trustee's Dodge's questions and comments. (refer to audio file)

President Pekau had questions. (refer to audio file)

Village Manager Koczwara and Village Attorney Walsh responded to President Pekau. (refer to audio file)

Trustee Dodge had additional questions. (refer to audio file)

Village Attorney Walsh responded to Trustee Dodge. (refer to audio file.)

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

Village Manager Koczwara and President Pekau responded to Trustee Milani. (refer to audio file)

Trustee Calandriello had comments. (refer to audio file)

President Pekau responded to Trustee Calandriello. (refer to audio file)

Trustee Calandriello made a motion to strip the language "President and Village Manager" and change to "Village Manager can put items on the Board Agenda," which was seconded by Trustee Dodge. The motion failed 4 nays to 2 ayes. (refer to audio file)

Trustee Dodge had comments and questions. (refer to audio file)

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

Trustee Dodge moved to replace the language that has restrictions on topics for any Committee of the Whole discussion to the previous language of "any and all village business at the Committee of the Whole," which was seconded by Trustee Calandriello.

President Pekau had comments. (refer to audio file)

The motion failed 3 ayes to 3 nays. (refer to audio file)

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

I move to pass Ordinance Number 5455, entitled: AN ORDINANCE AMENDING TITLE 1, CHAPTER 5, SECTION 1-5-7-14 (STANDING COMMITTEES) AND SECTION 1-5-7-14-1 (MEETINGS) OF THE ORLAND PARK VILLAGE CODE

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

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

Nay: 2 - Trustee Dodge, and Trustee Calandriello

Absent: 1 - Trustee Fenton

2019-0857 Resolution Urging the Illinois Department of Transportation to Build the I-80 Reconstruction, Expansion and Widening Project; and to Provide Additional Project Enhancements

The Illinois Department of Transportation has undertaken an Environmental Assessment study of approximately 16 miles of I-80, beginning at Ridge Road to the west and ending at U.S. Route 30 to the east. The corridor encompasses three counties (Kendall, Grundy and Will), and passes through six municipalities (Minooka, Channahon, Shorewood, Rockdale, Joliet and New Lenox), and consists of a diverse mixture of land uses including agricultural, residential, commercial and industrial with rural, suburban and urban characteristics. The roadway includes eight interchanges and handles substantial heavy truck traffic. I-80 was built in the 1960's as a rural interstate corridor for substantially lesser traffic volumes and is failing to meet today's transportation needs. Additionally, I-80 suffers from deferred maintenance and is insufficient to handle both current and future projected traffic volumes.

The I-80 Phase I Preliminary Engineering and Environmental Study took a detailed look at the current and future transportation needs of the corridor. The study includes an analysis of existing roadway and bridge deficiencies, safety and capacity issues, and future transportation needs, and included extensive public involvement processes. IDOT's report recommends road and bridge widening from Minooka to New Lenox.

Furthermore, according to the Will County Community Friendly freight Mobility Plan, Will County is the largest inland port in North America with 3.5% of U.S. Gross Domestic Product moving through Will County annually; and Will County's rail and truck facilities handle over 3.5 million international containers annually, making it the fifth busiest of all U.S. ports, including seaports. About half of the aforementioned freight moves by truck through Will County, representing more than its fair share of regional and national economic activity, including more than seventy-four percent of that freight passing through the county not starting or ending within County limits. Undoubtedly, reliable and convenient transportation are the lifeblood of a healthy and vibrant economy.

The Village of Orland Park wishes to express its support for IDOT preferred alternative design for the corridor as presented in the Environmental Assessment report dated October 2019, with the following exceptions: 1) elimination of the gap in the auxiliary lanes between Houbolt Road and Larkin Avenue; 2) acquisition of the necessary real estate to accommodate the future eight-lane configuration; 3)

include within the project to build all project bridges and overpasses to accommodate I-80's future eight-lane configuration; and 4) plan for the future widening of I-80 east of the project limits, including through and past the eastern limits of the Village of Orland Park

President Pekau had comments (refer to audio file)

I move to pass Resolution Number 1926, entitled: A RESOLUTION URGING THE ILLINOIS DEPARTMENT OF TRANSPORTATION TO BUILD THE I-80 RECONSTRUCTION, EXPANSION AND WIDENING PROJECT; AND TO PROVIDE ADDITIONAL PROJECT ENHANCEMENTS.

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

VILLAGE MANAGER'S UPDATES

Village Manager Koczwara stated that he wanted to provide the Board with updates on certain village matters. (refer to audio file)

Interim Director of Public Works Rich Rittenbacher addressed the Board regarding the village's resurfacing project. (refer to audio file)

President Pekau had comments. (refer to audio file)

Assistant Director of Development Services Khurshid Hoda addressed the Board regarding the status of 159th Street. (refer to audio file)

Village Manager Koczwara, Assistant Village Manager Greg Summers and Interim Director of Development Services Ed Lelo addressed the Board regarding Hope Covenant Church. (refer to audio file)

NON-SCHEDULED CITIZENS & VISITORS

Sean Kampas addressed the Board regarding robocalls. (refer to audio file)

Laila Sadat, Richard Foist, Regina Knapp, Rev. Don Wagner, Diana Howard, Nick Uniejewski, Jon Fogel, Nick Furio and Tina Rounds addressed the Board regarding the homeless shelter at Hope Covenant Church. (refer to audio file)

BOARD COMMENTS

Trustees Dodge, Calandriello, Healy, Katsenes, Milani and President Pekau had

Board comments. (refer to audio file)

EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) approval of minutes; b) setting a price for sale or lease of village property; c) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

RECONVENE BOARD MEETING

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

Purpose of the Executive Session was for the discussion of a) approval of minutes; b) setting a price for sale or lease of village property; c) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

Present: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani and Village President Pekau

Absent: 1 - Trustee Fenton

ADJOURNMENT: 10:20 P.M.

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

Aye: 6 - Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Absent: 1 - Trustee Fenton

2019-0891 Audio Recording for November 18, 2019 Board of Trustees Meeting

NO ACTION

/AS

Respectfully Submitted,

John C. Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2019-0872
Orig. Department:	Village Clerk
File Name:	Approval of the November 4, 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 November 4, 2019.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, November 4, 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 6:16 P.M.

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

APPROVAL OF MINUTES**2019-0802 Approval of the October 7, 2019 Parks and Recreation Minutes**

I move to approve the Minutes of the Regular Meeting of the Parks and Recreation Committee of October 7, 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**2019-0798 Budget Adjustment for Recreation, Youth Dance for 4th Quarter 2019**

Recreation Division Director Nancy Flores reported that enrollments are higher than expected in Youth Dance for Irish Dance. This is a contracted program and the revenues from program registration will cover the contracted expense for the Fall 2019 session. Additionally, revenues have already been collected from enrollments for the Fall season.

I move to recommend to the Village Board to approve increasing the FY2019 expenditure budget by \$2,230

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

2019-0809 ITB 19-024 - Centennial Park Aquatic Center (CPAC) Railing Replacement - Reissue

Park's Division Director Gary Couch reported that on October 9, 2019, the Village of Orland Park issued Invitation to Bid (ITB) 19-024 for the replacement of the staircase railings leading up to the zero-depth pool waterslide at the Centennial Park Aquatic Center (CPAC).

On the ITB closing date, October 24, 2019, only one (1) bid had been submitted.

Staff is seeking approval to reject this bid due to a lack of bidders and to re-issue the invitation to bid. Bid Net categories will be expanded to provide a wider audience.

This item is being considered by the Parks & Recreation Committee and the Village Board of Trustees on the same night to help ensure adequate time to complete the project during the winter and before the pool opens.

Chairman Dodge had questions regarding this matter. (refer to audio file)

Director Couch responded to Chairman Dodge's questions. (refer to audio file)

I move to recommend to the Village Board to reject the only bid received for ITB 19-024 - Centennial Park Aquatic Center (CPAC) Railing Replacement and re-issuing the invitation to bid.

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

2019-0814 Budget Adjustment Request for Recreation, Private Music Lessons for 4th Quarter 2019

Recreation Division Director Nancy Flores reported that enrollments are higher than expected for Private Lessons for Music (guitar, piano, and voice). Program enrollment is expected to continue through December. This is a contracted program and the revenues from program registration will cover the contracted expense for the Fall 2019 session.

Chairman Dodge had a question regarding this matter. (refer to audio file)

Director Flores responded to Chairman Dodge's question. (refer to audio file)

I move to recommend to the Village Board to approve increasing the FY2019 expenditure budget by \$2,000.

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

2019-0815 Budget Adjustment Request for Recreation, Karate for 4th Quarter 2019

Recreation Division Director Nancy Flores reported that Karate enrollments and

revenues continue strong for the Fall 2019 session. Revenues are available to cover the contracted expense for the Fall 2019 session. The funds in the Karate expense budget paid for the Winter/Spring and Summer sessions and funds are not available for the Fall session. Additionally, revenues have already been collected from enrollments for the Fall session.

I move to recommend to the Village Board to approve increasing the FY2019 expenditure budget by \$15,874.

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

ADJOURNMENT: 6:20 P.M.

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

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

Nay: 0

2019-0837 Audio Recording for the November 4, 2019 Committee Meetings - Public Safety, Public Works & Parks & Recreation

NO ACTION

/AB

Respectfully Submitted,

John C. Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2019-0873
Orig. Department:	Village Clerk
File Name:	Approval of the November 4, 2019, Public Works Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Minutes of the Regular Meeting of the Public Works of November 4, 2019.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, November 4, 2019

6:00 PM

Village Hall

Public Works Committee

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

CALL TO ORDER/ROLL CALL

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

Present: 2 - Chairman Fenton and Trustee Nelson Katsenes

Absent: 1 - Trustee Dodge

APPROVAL OF MINUTES

2019-0800 Approval of the October 7, 2019, Public Works Minutes

I move to approve the Minutes of the Regular Meeting of the Public Works of October 7, 2019.

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

ITEMS FOR SEPARATE ACTION

2019-0703 2019-2020 Road Salt Annual Purchase

Interim Public Works Director Rich Rittenbacher reported that in March, the Public Works Department received Board approval to renew our agreement with the Illinois Department of Central Management Services (CMS) for our annual purchase of road salt through the State Joint Purchasing Program. Since that time, we have been advised that our contract with last year's provider has been renewed with 181% increase in cost. The vendor will again be Compass Minerals America Inc. of Overland Park, Kansas, at a price of \$78.86 per ton. Under this agreement, the Village is required to purchase a minimum of 3,840 tons of road salt for the 2019/20 winter season.

I move to recommend to the Board to approve the purchase of road salt from Compass Minerals America Inc. of Overland Park, Kansas for the 2019-2020 winter season, for a cost not to exceed \$78.86 per ton and a total cost not to exceed the remaining Fiscal Year 2019 budget and the Fiscal Year 2020 Board approved budgeted amount.

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

2019-0705 2020 Maintenance of Streets and Highways by Municipality under the Illinois Highway Code - Resolution

Interim Director of Public Works Rich Rittenbacher reported that The Illinois Department of Transportation (IDOT) requires the Village to pass a resolution each year for the utilization of Motor Fuel Tax (MFT) funds. The appropriations of funds are for the maintenance of Village streets and rights-of-way by village staff and associated IDOT authorized expenditures for salt and electric within the upcoming year. IDOT requires the passage of the resolution for each fiscal year. The resolution for the 2020 calendar year is for funds estimated in the amount of \$3,084,266.00. IDOT requires their form to be used for the resolution. Their resolution form (BLR 14220) and the Municipal Estimate of Maintenance Cost (BLR 14231) are attached to the committee packet.

The Municipal Maintenance Expenditure Statement for the 2019 calendar year showing the final amounts of the MFT fund expenditures will be submitted to IDOT early next year.

I move to recommend to the Village Board to pass a Resolution entitled:
RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY
MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

2019-0706 Replacement of Prisoner Transport Vehicle Purchase - SPC Award

Interim Director of Public Works Rich Rittenbacher reported that the 2019 Fiscal Year Budget includes rollover funds for the replacement of a 2000 model year prisoner transportation vehicle for the Police Department. It is staff's recommendation to utilize the SPC (suburban purchasing cooperative) contract #150 for the purchase of the van with installed prisoner transport insert equipment from Currie Motors of Frankfort, Illinois for a 2020 Ford Transit-350 AWD medium roof van in an amount not to exceed \$61,800.22. Currie estimates 25 weeks at this time for the delivery of the van plus the installation of the prisoner insert equipment package. The prisoner insert will have three separate compartments with climate control, video, and audio. Staff visited a nearby police agency that has a comparably configured unit. The agency gave positive feedback and recommends the AWD (all-wheel drive) option now that it's available from the manufacturer.

I move to recommend to the Village Board to utilize the Suburban Purchasing Cooperative pricing and accept the proposal from Currie Motors of Frankfort, Illinois for the purchase of one (1) 2020 Ford Transit-350 AWD medium roof van with installed aftermarket equipment, for an amount not to exceed \$61,800.22

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

2019-0776 IDOT Right-of-Way Maintenance Resolution - Resolution

Interim Director of Public Works Rich Rittenbacher reported that Chapter 605 ILCS 5/4-208 and 5/9-113 of the Illinois Revised Statutes requires that any person, firm or corporation desiring to do work on State maintained right of way must first obtain a written permit from the Illinois Department of Transportation. This includes any emergency work on broken water mains, sewers or brick pavers.

For permit work to be performed by employees of a municipality, a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming to the normal bonding requirements nor from obtaining permits. The attached resolution will remain in effect for the period of two (2) years (2020 and 2021). The attached to the committee packet resolution has been previously reviewed and approved by the Village Attorney.

I move to recommend to the Village Board to pass a Resolution entitled: IDOT Maintenance Resolution.

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

2019-0777 Disposal of Village Equipment (Online Auction) - Vehicles & Equipment, Sportsplex and the Parks & Grounds Department

Interim Director of Public Works Rich Rittenbacher reported that The village's Public Works Department is requesting that the village declare the following equipment described below and in the attached to the committee packet ordinance as surplus property and dispose of through Public Surplus.com (online

auction). These items are no longer necessary or useful for the Village of Orland Park.

One (1) used aluminum Blue Fin Sea Gull model 15T V-Hull boat, serial # YDP2359. The model year is unknown.

One (1) used 1985 Iron brand chuck wagon portable cooker, the serial number is n/a

One (1) used 1992 Iron brand chuck wagon portable cooker, the serial number is n/a

Seven (7) used park benches of various sizes and colors. Make/Model/Serial is n/a

Seven (7) used nine-foot-tall tennis court wind screen/backdrop curtains

Three (3) used Porter brand model 234 basketball backboards with hoops

One (1) used Sears, Roebuck model # 113.1984.11, serial # 89017.M0017 table mounted 10" radial saw.

One (1) used Nelson brand Rain Train traveling sprinkler, model #400, serial# G5281

One (1) used Neary Manufacturing, Inc, Rotary Blade grinder, model # 400, serial # 1839

One (1) used Craftsman 2" Drill, model #315.271430-E 13227, serial # A3303

One (1) used Milwaukee Sawzall kit, catalog# 6507, serial # 0631742134

One (1) used battery-powered Porter Cable Drill and circular saw set. The drill is 1/2" cordless, 19.V with a model number 884 and serial number 052909. The Saw is also cordless, 19.2 V with model number 845 and serial number 035363. The battery charger is model number 8624 and serial number 061065. The sale includes no rechargeable batteries.

One (1) lot of 50 Fellowes Neato CD/DVD slim jewel cases. There are no discs.

One (1) lot of 5 used bicycles consisting of a 26" Huffy Stone Mountain, serial# K66799055912F463, 28" Schwinn CrossFit, serial #S3E00615, 26"-Schwinn Aluminum Comp, serial# 402030, 24"-Next,serial# LWLC0198 , 28"-Trek 7300 MultiTrak serial # WTUB085995R.

One (1) used Victor 1297 calculator, serial # 1297010E00226

One (1) used Rice Lake Weighing System, model # X-CONTACT 350(D1000-3), serial # 04151330002

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

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

I move to recommend to the Village Board to pass an Ordinance entitled: ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS.

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

2019-0827 Contract for Elevator Maintenance at Village Buildings

Interim Director of Public Works Rich Rittenbacher reported that The Franklin Loebe Center, Village Hall, Cultural Arts Center, Sportsplex, 143rd Street Parking Garage, and Orland Park Health & Fitness have elevators that require an annual maintenance agreement. For the past five years, KONE, Inc. has provided elevator maintenance on these elevators. The current KONE contract expires in December 2019. Throughout this contract, KONE's performance has become increasingly disappointing with slow response time, inconsistent billing and invoices for routine service calls.

Staff has researched Omnia Partners, a purchasing cooperative for public sector procurement. Thyssenkrupp Elevator and Otis Elevator provided proposals under the Omnia contract for elevator maintenance. Both companies have previously provided elevator maintenance for the Village, but were not chosen back in 2014 due to cost. The proposal from Thyssenkrupp Elevator Corporation under the Omnia contract was the lowest at \$1,514.00 per month for all village elevators, payable annually in advance. The initial term is three years with annual renewal thereafter. Thyssenkrupp reserves the right to adjust pricing annually not to exceed 4%. Thyssenkrupp Elevator Corporation has provided a proposal that covers minor service calls and states that call outs will be handled during regular business hours with exception for emergency cases such as entrapment.

I move to recommend to the Village Board to execute a three (3) year contract with

annual renewals thereafter with Thyssenkrupp Elevator Corporation for elevator maintenance in an amount not to exceed annual budgeted dollars.

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

NON-SCHEDULED CITIZENS & VISITORS

Orland Park business owner Mr. Zimmerman addressed the committee to discuss flooding on southwest highway between 131st and 135th.

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

Interim Director Rittenbacher and Village Manager George Koczwara responded to their questions and comments. (refer to audio file)

ADJOURNMENT: 6:15 P.M.

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

Aye: 2 - Chairman Fenton, and Trustee Nelson Katsenes

Nay: 0

Absent: 1 - Trustee Dodge

2019-0837 Audio Recording for the November 4, 2019 Committee Meetings - Public Safety, Public Works & Parks & Recreation

NO ACTION

/AB

Respectfully Submitted,

John C. Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2019-0862
Orig. Department:	Finance Department
File Name:	Payroll for November 29, 2019 - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-Weekly Payroll for November 29, 2019, in the amount of \$1,030,238.40.

Bi-Weekly Payroll for November 27, 2019

VILLAGE MANAGER	010-1100	32,649.70
VILLAGE CLERK	010-1200	7,831.60
PUBLIC INFORMATION	010-1201	2,155.20
FINANCE	010-1400	39,504.77
OFFICIALS	010-1500	14,401.00
M.I.S.	010-1600	17,609.28
BUILDING MAINTENANCE	010-1700	23,050.17
DEVELOPMENT SERVICES - ADMINISTRATION DIVISION	010-2001	7,690.60
DEVELOPMENT SERVICES - BUILDING DIVISION	010-2002	27,845.94
DEVELOPMENT SERVICES - PLANNING DIVISION	010-2003	14,577.76
DEVELOPMENT SERVICES - TRANSPORTATION & ENGINEERING DIV	010-2004	18,094.34
PUBLIC WORKS - ADMINISTRATION	010-5001	13,629.60
PUBLIC WORKS - STREETS	010-5002	55,360.54
PUBLIC WORKS - TRANSPORTATION	010-5003	933.75
PUBLIC WORKS - VEHICLE & EQUIPMENT	010-5006	19,239.74
POLICE	010-7002	501,420.75
CIVIC CENTER	021-1800	5,975.85
MUSEUM	028-0000	1,299.14
PUBLIC WORKS - WATER & SEWER	031-6001	55,577.49
RECREATION - ADMINISTRATION	283-4001	74,347.84
RECREATION - PROGRAMS	283-4002	19,218.38
RECREATION - PARK OPERATIONS	283-4003	49,992.00
RECREATION - CENTENNIAL POOL	283-4005	468.74
RECREATION - SPORTSPLEX	283-4007	20,001.42
RECREATION - SPECIAL RECREATION	283-4008	7,362.80
GROSS PAY		\$ 1,030,238.40
AFSCME DUES	2053000	-
IBEW DUES	2053100	-
IUOE DUES	2053200	-
ORLAND POLICE SUPERVISOR DUES	2054000	(160.00)
POLICE PENSION	2055000	(35,333.30)
POLICE PENSION TRUE COST	2055500	-
IMRF VOLUNTARY LIFE INSURANCE	2057200	(32.00)
POLICE - M.A.P. DUES	2054500	-
SOCIAL SECURITY TAX	2061000	(38,923.09)
MEDICARE TAX	2062000	(14,738.93)
IMRF	2063000	(25,344.57)
IMRF - SLEP PLAN	2063000	(523.24)
IMRF - VOLUNTARY ADD'L CONTRIBUTION	2063500	(11,043.75)
FEDERAL TAX	2065000	(110,919.66)
STATE TAX	2066000	(45,006.70)
ICMA DEFERRED	2067000	(2,764.35)
NATIONWIDE DEFERRED	2067100	(5,299.00)
MASS MUTUAL DEFERRED	2067200	(13,313.18)
AXA DEFERED	2101310	(792.10)
VISION FAMILY POST-TAX DEDUCTION	2101210	-
HEALTH INSURANCE - EMPL CONTRIBUTIONS	2068000	-
HDHP HEALTH INSURANCE - EMPL CONTRIBUTIONS	2058300	(8,541.92)
HDHP HEALTH INSURANCE - EMPL DISBURSEMENTS	2058300	8,541.92
FLEXIBLE SPENDING ACCOUNTS	2058200	(2,220.57)
VACATION PURCHASE PROGRAM	0000000	(1,564.07)
AFLAC INSURANCES	2068100	(468.03)
CAIC INSURANCES	2068100	(315.98)
NATIONAL GUARDIAN INSURANCE	2057800	-
SUPPORT	2053600	(8,183.92)
GARNISHMENTS	2053600	(425.60)
MISCELLANEOUS DEDUCTION	2058100	-
MILITARY BASIC PAY DEDUCTION	1010000	-
NET PAY	1011000	\$ 712,866.36

DATE: December 2, 2019

REQUEST FOR ACTION REPORT

File Number:	2019-0861
Orig. Department:	Finance Department
File Name:	Accounts Payable from November 19, 2019 - December 2, 2019 - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable from November 19, 2019, through December 2, 2019, in the amount of \$3,457,073.66

Village of Orland Park Open Item Listing

Run Date: 11/27/2019 User: bobrien

Status: POSTED Due Date: 12/02/2019
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 12342 : ACTION FIRE EQUIPMENT, INC.	77559	I19-008052	19-002292	11/25/2019	1	Remove and store fire suppression tank for the winter	283-4005-443100	\$	208.00
[VENDOR] 7343 : ADVANCE AUTO PARTS	2543-513575	I19-007938	19-000057	11/21/2019	1	Snow brushes	010-5006-461990	\$	101.85
	2543-513569	I19-008085	19-000057	11/26/2019	1	Halogen sealed beam	010-5006-461800	\$	9.79
	2543-513875	I19-008086	19-000057	11/26/2019	1	Oil absorbent	010-5006-461990	\$	26.19
[VENDOR] 4759 : AFLAC	11/27/2019	I19-008022		11/27/2019	1	Village of Orland Park Premium Group# D8052 Premium Due 12.01.2019	010-0000-210129	\$	1,451.43
[VENDOR] 11589 : AGENT ORANGE VICTIMS & WIDOWS	09/18/19	I19-007835		11/19/2019	1	Balance for Quilt of Tears - February 5, 2020	010-0000-150000	\$	2,500.00
[VENDOR] 1059 : AMBASSADOR CAR CARRIERS, INC.	11/01/19	I19-007925	19-000051	11/21/2019	1	Towing Services - October	010-5006-442400	\$	50.00
[VENDOR] 12843 : AMERICAN LEAK DETECTION	8731	I19-007945	19-002262	11/21/2019	1	Water leak detection services at CPAC	283-4005-442990	\$	800.00
[VENDOR] 2357 : ANIMAL WELFARE LEAGUE	8752	I19-007961	19-002276	11/21/2019	1	Municipality Impounds for October, 2019 - Two Cats Held 1 Day Per Invoice #8752	010-7002-442600	\$	204.00
[VENDOR] 14960 : APEX WAREHOUSE SYSTEMS, LLC	PS64938	I19-007953	19-002010	11/21/2019	1	42" deep x 144" tall x 3" x 2" teardrop frame with 1" plus shim	283-4003-443100	\$	96.00
	PS64938	I19-007953	19-002010	11/21/2019	2	144" long x 6" face teardrop beams	283-4003-443100	\$	192.00
	PS64938	I19-007953	19-002010	11/21/2019	3	42" deep x 46" wide waterfall wire decking, 3500# capacity	283-4003-443100	\$	126.00
	PS64938	I19-007953	19-002010	11/21/2019	4	24" tall post protectors	283-4003-443100	\$	18.00
	PS64938	I19-007953	19-002010	11/21/2019	5	1" plus shims for frames only	283-4003-443100	\$	22.00
	PS64938	I19-007953	19-002010	11/21/2019	6	Labor	283-4003-443100	\$	475.00
	PS64938	I19-007953	19-002010	11/21/2019	7	Freight & Handling	283-4003-443100	\$	300.00
[VENDOR] 14846 : ARAMARK UNIFORM SERVICES	2082264181	I19-007874	19-000640	11/20/2019	1	Shop towel service for V&E	010-5006-442700	\$	44.47
[VENDOR] 12551 : AUSTIN TYLER CONSTRUCTION, INC.	1	I19-008029	19-001978	11/25/2019	1	Fernway Subdivision Roadway Improvements - 10/1-10/18/19	054-0000-471250	\$	25,465.00
	1	I19-008029	19-001978	11/25/2019	2	Fernway Subdivision Ditch Grading Improvements - 10/1-10/18/19	031-6007-470500	\$	183,670.69
[VENDOR] 6185 : B & H TECHNICAL SERVICES, INC.	10-534	I19-007866	19-002074	11/20/2019	1	TCS 500 Yellow Printhead	031-6001-460100	\$	526.50
	10-534	I19-007866	19-002074	11/20/2019	2	TCS 500 Cyan Printhead	031-6001-460100	\$	351.00
	10-534	I19-007866	19-002074	11/20/2019	3	TCS 500 Black Printhead	031-6001-460100	\$	351.00
	10-534	I19-007866	19-002074	11/20/2019	4	TCS 500 Magenta Printhead	031-6001-460100	\$	175.50
	10-534	I19-007866	19-002074	11/20/2019	5	Shipping	031-6001-460100	\$	16.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13485 : BARTUZI	229	I19-008049	19-002239	11/25/2019	1	Beacon Avenue- Remove and dispose of existing timber flower box and replace with brick retaining wall	054-0000-443300	\$ 4,437.92
[VENDOR] 13094 : BELL	11/06/19	I19-008114	19-002256	11/26/2019	1	Contracted Adult Dance Instruction - 9/20-11/8/19	283-4002-490200	\$ 537.60
[VENDOR] 6605 : BLUE CROSS BLUE SHIELD OF ILLINOIS	10/19/19	I19-007933	19-000391	11/21/2019	1	Monthly Health Claims - Employees - October	092-0000-453000	\$ 298,088.03
	10/19/19	I19-007933	19-000391	11/21/2019	2	Monthly Health Claims - Retirees - October	060-0000-453000	\$ 60,770.05
[VENDOR] 13657 : BMO HARRIS BANK N.A.	11/27/2019	I19-008017		11/27/2019	1	Flexible Spending 11.27.2019 Transfer Confirmation	010-0000-210107	\$ 2,316.73
[VENDOR] 11519 : BRINK'S INCORPORATED	10877459	I19-007625	19-000273	11/11/2019	1	Armored transport for Finance - October	010-1400-442900	\$ 135.42
	10877459	I19-007625	19-000273	11/11/2019	2	Armored transport for Water Billing - October	031-1400-442900	\$ 135.42
	10877459	I19-007625	19-000273	11/11/2019	3	Armored transport for Sportsplex - October	283-4007-442900	\$ 270.84
	10877459	I19-007625	19-000273	11/11/2019	4	Armored transport for OPHFC - October	283-4006-442990	\$ 127.19
	2897560	I19-007626	19-000273	11/11/2019	1	Finance excess time - 9/20/19	010-1400-442900	\$ 5.00
	2897560	I19-007626	19-000273	11/11/2019	2	Water billing excess time - 9/20/19	031-1400-442900	\$ 5.00
	2897560	I19-007626	19-000273	11/11/2019	3	Sportsplex excess items - 9/4 & 9/9/19	283-4007-442900	\$ 18.00
	10912356	I19-007918	19-000273	11/21/2019	1	Armored transport for Finance - November	010-1400-442900	\$ 135.42
	10912356	I19-007918	19-000273	11/21/2019	2	Armored transport for Water Billing - November	031-1400-442900	\$ 135.42
	10912356	I19-007918	19-000273	11/21/2019	3	Armored transport for Sportsplex - November	283-4007-442900	\$ 270.84
	10912356	I19-007918	19-000273	11/21/2019	4	Armored transport for OPHFC - November	283-4006-442990	\$ 127.19
	2950134	I19-007919	19-000273	11/21/2019	1	October fuel surcharge - Finance	010-1400-442900	\$ 12.29
	2950134	I19-007919	19-000273	11/21/2019	2	October fuel surcharge - Water Billing	031-1400-442900	\$ 12.29
	2950134	I19-007919	19-000273	11/21/2019	3	October fuel surcharge - Sportsplex	283-4007-442900	\$ 27.08
	2950134	I19-007919	19-000273	11/21/2019	4	October fuel surcharge - OPHFC	283-4006-442990	\$ 11.54
[VENDOR] 14449 : BUSH	10/31/19	I19-008115	19-000032	11/26/2019	1	Contracted Piano Instructor - October - 2nd half	283-4002-490200	\$ 745.20
	11/15/19	I19-008116	19-000032	11/26/2019	1	Contracted Piano Instructor - November - 1st half	283-4002-490200	\$ 496.80
[VENDOR] 3333333.2759 : CALLIEA GIDEON	11152019	I19-007776		11/15/2019	1	Gideon November 8, 2019, \$500 Security Refund Deposit	021-0000-373900	\$ 500.00
[VENDOR] 10625 : CANNON COCHRAN MANAGEMENT - ESCROW SERVICES INC.	0078168-IN	I19-008093	19-000226	11/26/2019	1	Worker's Compensation Claims Expense - Escrow	092-0000-452510	\$ 18,368.82
[VENDOR] 12856 : CARROLL CONSTRUCTION SUPPLY	FR061795	I19-008098	19-000380	11/26/2019	1	Rebar	010-5002-461990	\$ 94.42
[VENDOR] 12635 : CHICAGO PARTS & SOUND	1-0109619	I19-007872	19-000113	11/20/2019	1	Fuel cap/Tie rod end	010-5006-461800	\$ 49.82
	1-0109831	I19-007877	19-000113	11/20/2019	1	Oil	010-5006-462200	\$ 104.16
	1-0109904	I19-007878	19-000113	11/20/2019	1	Blower motor	010-5006-461800	\$ 34.07
	1-0110335	I19-007879	19-000113	11/20/2019	1	Oil filters	010-5006-461800	\$ 42.24
	1-0111116	I19-007880	19-000113	11/20/2019	1	Air filters/Tie rod ends	010-5006-461800	\$ 37.85
[VENDOR] 4679 : CHRISTOPHER B. BURKE ENGINEERING, LTD.	154102	I19-008047	14-002188	11/25/2019	1	143rd Street Design Engineering Services - Segment 2 Phase II Engineering, Wolf to Will Cook - 5/26-10/26/19	054-0000-484800	\$ 330.24

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 3333333.2762 : CIRQUE ENTERTAINMENT LLC	112119	I19-007921		11/21/2019	1	Refund due for use of hydrant backflow preventer for circus concessions, trailers & RV's	031-0000-380500	\$ 1,553.30
[VENDOR] 11647 : CLEANING SPECIALISTS, INC.	3434	I19-007964	19-000036	11/21/2019	1	Body Transport - 10/27/19 - 9048 Caddy Ct	010-7002-442930	\$ 250.00
[VENDOR] 12889 : CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.	6445	I19-008056	19-001325	11/25/2019	1	Asphalt and concrete material testing for road improvement projects - 10/1-10/28/19	054-0000-471250	\$ 2,158.00
[VENDOR] 13714 : CONTROL TECHNOLOGY & SOLUTIONS LLC	7	I19-008030	19-000534	11/25/2019	1	SportsPlex Phase 1 HVAC Energy Savings Contract and Improvements through 10/31/19	010-1700-443100	\$ 3,839.12
[VENDOR] 1898 : CORE & MAIN LP	L373521	I19-007633	19-000535	11/11/2019	1	Smart Point Transmitters	031-6002-464300	\$ 6,800.00
	L402057	I19-007746	19-000535	11/14/2019	1	New Water Meters	031-6002-464600	\$ 14,168.00
[VENDOR] 10213 : CURRIE MOTORS	120073	I19-008087	19-000114	11/26/2019	1	Steering shaft	010-5006-461800	\$ 234.26
[VENDOR] 12474 : D CONSTRUCTION, INC.	1800164.4	I19-008027	18-002196	11/25/2019	1	Fernway Subdivision Ditch Grading Improvements - 5/18-10/18/19	031-6007-470500	\$ 2,157.99
	1800164.4	I19-008028	18-002196	11/25/2019	1	Pay retainage - Fernway Subdivision Roadway and Ditch Grading Improvements	031-0000-205000	\$ 29,408.51
	1800164.4	I19-008028	18-002196	11/25/2019	2	Pay retainage - Fernway Subdivision Roadway and Ditch Grading Improvements	054-0000-205000	\$ 45,512.85
[VENDOR] 3333333.2739 : DANA STARKS	10242019	I19-007254		10/25/2019	1	Starks, October 18, 2019, \$200 Security Deposit Refund	021-0000-373900	\$ 200.00
[VENDOR] 2095 : DELTA DENTAL PLAN OF ILLINOIS	1272059	I19-008099	19-000312	11/26/2019	1	Active Employees - August	092-0000-453400	\$ 17,720.77
	1272059	I19-008099	19-000312	11/26/2019	2	Retirees - Municipal - Aug.	092-0000-453400	\$ 555.09
	1272059	I19-008099	19-000312	11/26/2019	3	Retirees - VRIP - Aug.	092-0000-453400	\$ 1,114.88
	1272059	I19-008099	19-000312	11/26/2019	4	Retirees - Sworn Police - Aug.	092-0000-453400	\$ 3,262.26
	1272059	I19-008099	19-000312	11/26/2019	5	Cobra - Aug.	092-0000-453400	\$ 8.78
	1280786	I19-008135	19-000312	11/27/2019	1	Active Employees - September	092-0000-453400	\$ 14,417.76
	1280786	I19-008135	19-000312	11/27/2019	2	Retirees - Municipal - Sept.	092-0000-453400	\$ 1,259.09
	1280786	I19-008135	19-000312	11/27/2019	3	Retirees - VRIP - Sept.	092-0000-453400	\$ 1,462.90
	1280786	I19-008135	19-000312	11/27/2019	4	Retirees - Sworn Police - Sept.	092-0000-453400	\$ 1,244.41
	1280786	I19-008135	19-000312	11/27/2019	5	Cobra - Sept.	092-0000-453400	\$ 8.78
	1289513	I19-008136	19-000312	11/27/2019	1	Active Employees - October	092-0000-453400	\$ 17,176.29
	1289513	I19-008136	19-000312	11/27/2019	2	Library - Oct.	092-0000-453400	\$ 119.00
	1289513	I19-008136	19-000312	11/27/2019	3	Retirees - Municipal - Oct.	092-0000-453400	\$ 1,626.29
	1289513	I19-008136	19-000312	11/27/2019	4	Retirees - VRIP - Oct.	092-0000-453400	\$ 39.51
	1289513	I19-008136	19-000312	11/27/2019	5	Retirees - Sworn Police - Oct.	092-0000-453400	\$ 1,409.05
	1289513	I19-008136	19-000312	11/27/2019	6	Cobra - Oct.	092-0000-453400	\$ 278.17
[VENDOR] 12771 : DEVINE	11/08/19	I19-007867	19-002281	11/20/2019	1	Costume Designer for A Christmas Story. Dec. 13-15.	283-4002-490470	\$ 200.00
[VENDOR] 11147 : EIS/ELEVATOR INSPECTION SERVICES, INC	88223	I19-007863	19-000086	11/20/2019	1	Elevator Inspection Services - 8/24/19 - Funeral home @ 9900 W 143rd	010-2002-432930	\$ 20.00
	88299	I19-007883	19-000086	11/20/2019	1	Elevator Inspection Services	010-2002-432930	\$ 1,330.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 11697 : ENTERTAINMENT INDUSTRIES LLC	10/29/19	I19-007892	19-000401	11/20/2019	1	Payment for DJ Services for Special Recreation Dance, Christmas Ball- December 6,2019	283-4008-490220	\$ 375.00
[VENDOR] 13507 : EXPERT PAY	11/27/2019	I19-008015		11/27/2019	1	ExpertPay (26 Pays) EE Support Payments 11.27.2019	010-0000-210110	\$ 8,183.92
[VENDOR] 11832 : EYEMED VISION CARE	164044688	I19-007858	19-000252	11/20/2019	1	Active Employees - October	092-0000-453300	\$ 2,645.27
	164044688	I19-007858	19-000252	11/20/2019	2	Retirees Municipal - October	092-0000-453300	\$ 182.72
	164044688	I19-007858	19-000252	11/20/2019	3	Retirees VRIP - October	092-0000-453300	\$ 9.41
	164044688	I19-007858	19-000252	11/20/2019	4	Retirees Sworn Police - October	092-0000-453300	\$ 296.83
	164044688	I19-007858	19-000252	11/20/2019	5	Cobra - October	092-0000-453300	\$ 19.51
	164080062	I19-007859	19-000252	11/20/2019	1	Active Employees - November	092-0000-453300	\$ 2,624.13
	164080062	I19-007859	19-000252	11/20/2019	2	Retirees Municipal - November	092-0000-453300	\$ 182.72
	164080062	I19-007859	19-000252	11/20/2019	3	Retirees VRIP - November	092-0000-453300	\$ 9.41
	164080062	I19-007859	19-000252	11/20/2019	4	Retirees Sworn Police - November	092-0000-453300	\$ 296.83
	164080062	I19-007859	19-000252	11/20/2019	5	Cobra - November	092-0000-453300	\$ 19.51
[VENDOR] 14801 : FAMBRO MANAGEMENT, LLC	3002292	I19-008103	19-000157	11/26/2019	1	Chess Scholars - 9/23-10/28/19	283-4002-490200	\$ 1,008.00
[VENDOR] 6391 : FASTENAL COMPANY	ILFRA89349	I19-007887	19-000061	11/20/2019	1	Misc repair supplies - Butt connectors	010-5006-461990	\$ 32.13
[VENDOR] 1274 : FEDEX	6-837-10701	I19-008119		11/26/2019	1	DS - 11/5/19	010-2003-441600	\$ 180.17
[VENDOR] 14848 : FER-PAL CONSTRUCTION USA LLC	1	I19-007704	19-002032	11/12/2019	1	Crystal tree main lining and service reinstatement - Phase II through 10/25/19	031-6002-470500	\$ 569,143.50
	2	I19-007751	19-000689	11/14/2019	1	Crystal Tree water main lining and service reinstatement through 10/25/19	031-6002-470500	\$ 261,385.00
[VENDOR] 6445 : FRAME TECH, INC.	36345	I19-007932	19-000062	11/21/2019	1	Alignment	010-5006-443400	\$ 55.00
	36358	I19-008110	19-000062	11/26/2019	1	Alignment	010-5006-443400	\$ 55.00
	36363	I19-008111	19-000062	11/26/2019	1	Alignment	010-5006-443400	\$ 55.00
[VENDOR] 3333333.2752 : FREDDY'S FROZEN CUSTARD, LLC	11072019	I19-007568		11/07/2019	1	refund escrow - Freddy's Frozen Custard	010-0000-223500	\$ 6,000.00
[VENDOR] 1100 : G.W. BERKHEIMER CO., INC.	550834	I19-007899	19-000202	11/20/2019	1	Heater parts - Building Maintenance	010-1700-461700	\$ 913.64
	551885	I19-007900	19-000202	11/20/2019	1	Fusible links - Metra	026-0000-461700	\$ 60.40
[VENDOR] 9999999.331 : GENO DEL GIUDICE	11072019	I19-007570		11/07/2019	1	Refund credit balance final bill	031-0000-229100	\$ 78.62
[VENDOR] 1323 : GRAINGER, INC.	9334975928	I19-007762	19-000386	11/14/2019	1	Epoxy - Street Dept	010-5002-460290	\$ 98.04
	9339307713	I19-007923	19-002187	11/21/2019	1	Gloves and Hats for Parks Snow Operations per quote 2042216416	283-4003-464700	\$ 1,295.35
	9339949860	I19-007930	19-000072	11/21/2019	1	Misc repair supplies used in V&E division - Scoops	010-5006-461990	\$ 35.73
	9342883965	I19-008088	19-002206	11/26/2019	1	8 step ladders/1 straight ladder - CPAC	283-4005-460170	\$ 1,655.36
	9343392339	I19-008105	19-000203	11/26/2019	1	Plumbing repair supplies - Building Maintenance	010-1700-461300	\$ 181.62
[VENDOR] 10323 : HALDEMAN-HOMME INC.	200131	I19-008104	19-002216	11/26/2019	1	Porter 2295 Universal Volleyball Nets per	283-4007-460180	\$ 657.00

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						quote 73494		
[VENDOR] 2314 : HALL SIGNS, INC.	347579	I19-007885	19-000395	11/20/2019	1	Sign	010-5002-461500	\$ 273.75
[VENDOR] 14808 : HALLORAN & YAUCH, INC.	17321	I19-007995	19-000331	11/22/2019	1	LaGrange Road Irrigation System shut down for the 2019 season	054-0000-443300	\$ 10,000.00
[VENDOR] 12011 : HENDERSON PRODUCTS, INC.	301298	I19-007901	19-000077	11/20/2019	1	Snow fighting repair parts - Gear case/Corner shield/Retainer angle/Pins	010-5006-461720	\$ 1,170.50
[VENDOR] 13274 : HEWLETT-PACKARD FINANCIAL SERVICES CO.	303777192	I19-007628	19-000004	11/11/2019	1	MFP Lease #524548520200003 - Xerox 7855 SPLX - 10/19-11/18/19	283-4007-444700	\$ 252.81
[VENDOR] 9011 : HORTON INSURANCE AGENCY, INC.	55976	I19-007670	19-000254	11/23/2019	1	Virgin Pulse Program - 4th qtr/Sept. rewards	092-0000-453700	\$ 5,939.00
[VENDOR] 14329 : HUFF & HUFF	0783870	I19-007948	19-001251	11/21/2019	1	Vegetation Management and Monitoring for Marley Creek Floating Wetland through 10/25/19	031-6007-443500	\$ 420.00
	0783870	I19-007948	19-001251	11/21/2019	2	Water Quality Monitoring for Marley Creek Floating Wetland Project through 10/25/19	031-6007-443500	\$ 140.00
	0783871	I19-007949	19-001417	11/21/2019	1	Water quality and vegetation monitoring for Floating Wetland #2 at Yearling Crossing Pond through 10/25/19	031-6007-443500	\$ 1,054.56
[VENDOR] 14132 : ICIMS, INC.	220481	I19-008123	19-000099	11/26/2019	1	iCIMS Subscription Fee - 10/2/19-1/1/20	010-1600-442850	\$ 8,253.50
[VENDOR] 1379 : ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY	11/18/19	I19-008126	19-000539	11/18/2019	1	Quarterly Unemployment Claims Expense - 7/1-9/30/19	092-0000-452810	\$ 15,632.00
[VENDOR] 1420 : ILLINOIS DEPARTMENT OF REVENUE	11/12/2019	I19-007683		11/12/2019	1	October 2019 Sales Tax Payable	010-0000-229170	\$ 135.00
	11/12/2019	I19-007683		11/12/2019	1	October 2019 Sales Tax Payable	283-0000-229170	\$ 464.00
[VENDOR] 3925 : ILLINOIS DEPARTMENT OF REVENUE	11/27/2019	I19-008018		11/27/2019	1	State Tax Withholdings 11.27.2019 BWPR	010-0000-215101	\$ 45,006.70
[VENDOR] 3333333.2760 : INEABELLE SERRANO	11152019	I19-007781		11/15/2019	1	Serrano, November 6, 2019, \$200 Security Refund Deposit	021-0000-373900	\$ 200.00
[VENDOR] 13394 : INTEGRITY FITNESS	111242	I19-008097	19-000402	11/26/2019	1	Splx equipment repairs - Install pedal set	283-4007-443200	\$ 145.00
[VENDOR] 3333333.2750 : JENNIFER KLAPAK	20191106	I19-007567		11/06/2019	1	refund of vehicle sticker payment-car registered in Indiana	010-0000-321200	\$ 30.00
[VENDOR] 7543 : JIM & BECKY'S HORSE & CARRIAGE, INC	09/11/19	I19-008055	19-001967	11/25/2019	1	Holiday Fest 12/1 - (1) Carriage/horse rental	010-9450-442450	\$ 1,300.00
[VENDOR] 7536 : JMD SOX OUTLET, INC.	308814	I19-007865	19-000456	11/20/2019	1	Uniforms - Rishel	031-6001-460190	\$ 84.00
	310639	I19-008108	19-000456	11/26/2019	1	Uniforms - Manzo	010-1700-460190	\$ 110.10
	311212	I19-008109	19-000456	11/26/2019	1	Uniforms - Stack - NO SALES TAX	010-1700-460190	\$ 44.09
[VENDOR] 15082 : JOEY'S RED HOTS, INC.	10/30/19	I19-007851	19-002255	11/19/2019	1	Pizzas for DARE graduation at Century Jr. High on 11-21-19, invoice date 10-30-19	010-7002-464100	\$ 157.00
	10/30/19	I19-007852	19-002255	11/19/2019	1	Pizzas for DARE graduation at Orland Junior High on 11-21-19, invoice date 10-30-19	010-7002-464100	\$ 157.00

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[VENDOR] 14238 : JOLIET ASPHALT LLC	10-S8036	I19-007855	19-000511	11/20/2019	1	Cold patch material for pothole program	010-5002-462800	\$ 2,124.05
	1087	I19-007856	19-000511	11/20/2019	1	Delivery charge for cold patch material	010-5002-462800	\$ 230.00
	1123	I19-007857	19-002186	11/20/2019	1	Delivery charge for cold patch material	031-6002-462800	\$ 115.00
[VENDOR] 14914 : KASCH	11/14/19	I19-008066	19-002293	11/25/2019	1	Holiday Fest Entertainment - 1 hour	010-9450-442450	\$ 600.00
[VENDOR] 13481 : KONE INC.	959396507	I19-007924	19-000586	11/21/2019	1	Monthly elevator maintenance Main Street Triangle Parking garage - November	282-0000-442910	\$ 608.00
	959396507	I19-007924	19-000586	11/21/2019	2	Monthly elevator maintenance Sportplex - November	283-4007-442910	\$ 165.68
	959396507	I19-007924	19-000586	11/21/2019	3	Monthly elevator maintenance Orland Park Health and Fitness Center - November	010-1700-442910	\$ 160.00
	959396507	I19-007924	19-000586	11/21/2019	4	Monthly elevator maintenance Cultural Arts Center - November	010-1700-442910	\$ 171.40
	959396507	I19-007924	19-000586	11/21/2019	5	Monthly elevator maintenance Village Hall - November	010-1700-442910	\$ 171.40
	959396507	I19-007924	19-000586	11/21/2019	6	Monthly elevator maintenance Franklin Loebe Center - November	010-1700-442910	\$ 171.40
[VENDOR] 14938 : KRULL WINDOW COMPANY, INC.	2	I19-007943	19-001473	11/21/2019	1	Pay retainage	010-0000-205000	\$ 6,721.10
[VENDOR] 9765 : LANGUAGE IN ACTION, INC.	11/17/19	I19-008113	19-000609	11/26/2019	1	Contracted Spanish Instruction - 10/7-11/4/19	283-4002-490200	\$ 220.00
[VENDOR] 9999999.330 : LAUREL ELECTRIC	103019	I19-007439		10/30/2019	1	Refund-our bank cashed check not made out to VOP-account 252807	031-0000-229100	\$ 1,289.54
[VENDOR] 14529 : LODOVICO	10/29/19	I19-007882	19-002183	11/20/2019	1	Special Olympics Volleyball Referee - 8/27 & 9/17/19	283-4008-490210	\$ 60.00
[VENDOR] 9599 : LOW VOLTAGE SYSTEMS	9997	I19-007962	19-000205	11/21/2019	1	Security system repairs - VH	010-1700-442800	\$ 100.00
[VENDOR] 10622 : M J WORKS HOSE & FITTING LLC	9397	I19-007935	19-000065	11/21/2019	1	Fittings for trucks	010-5006-461800	\$ 7.90
	9401	I19-008045	19-000065	11/25/2019	1	Plow hoses	010-5006-461800	\$ 197.02
[VENDOR] 1766 : M.E. SIMPSON COMPANY, INC.	34322	I19-007951	19-002033	11/21/2019	1	Large water meter testing - 10/3-10/31/19	031-6002-442750	\$ 36,310.00
	34257	I19-007958	19-000738	11/21/2019	1	Leak Detection - 10/1/19 - Brook Hill Drive and Brook Hill Court	031-6002-443800	\$ 475.00
	34304	I19-007963	18-001941	11/21/2019	1	Hydrant Flow Testing - 10/17-10/31/19 - 392 hydrants	031-6002-442750	\$ 18,424.00
	33894	I19-007996	19-000706	11/22/2019	1	Small Meter Testing - 8/5-8/9/19 - 92 meters	031-6002-442750	\$ 3,312.00
	34324	I19-008053	19-000738	11/25/2019	1	Leak Detection - 10/31/19 - 109th Ave & 153rd St	031-6002-443800	\$ 395.00
[VENDOR] 9294 : MAP AUTOMOTIVE - CHICAGO	40-533293	I19-007903	19-000115	11/20/2019	1	Lamp lens	010-5006-461800	\$ 44.04
	40-533217	I19-007904	19-000115	11/20/2019	1	Alternator	010-5006-461800	\$ 154.07
	40-532602	I19-007905	19-000115	11/20/2019	1	Defective battery returns/Credits for battery core returns. Original invs. 529930/532089/494126	010-5006-461800	\$ -231.93
	40-532880	I19-007906	19-000115	11/20/2019	1	Pigtail	010-5006-461800	\$ 2.50
	40-532972	I19-007907	19-000115	11/20/2019	1	Torque strut	010-5006-461800	\$ 28.05
	40-533341	I19-007908	19-000115	11/20/2019	1	Spreader lamp	010-5006-461800	\$ 13.54
	40-534547	I19-007909	19-000115	11/20/2019	1	Spreader lamp return. Original inv. 533341	010-5006-461800	\$ -13.54

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	40-533505	I19-007910	19-000115	11/20/2019	1	Warranty battery returns/Credits for battery and alternator core returns. Original invs. 532712/412836/511522	010-5006-461800	\$ -240.43
	40-533647	I19-007911	19-000115	11/20/2019	1	Cabin filter	010-5006-461800	\$ 11.12
	40-534653	I19-007912	19-000115	11/20/2019	1	Brake rotor return. Original inv. 533858	010-5006-461800	\$ -58.64
	40-534802	I19-007913	19-000115	11/20/2019	1	Hub & bearing return. Original inv. 533938	010-5006-461800	\$ -113.33
	40-535204	I19-007914	19-000115	11/20/2019	1	Wiper blades	010-5006-461800	\$ 55.20
	40-533858	I19-008100	19-000115	11/26/2019	1	Rotors	010-5006-461800	\$ 119.04
	40-533857	I19-008101	19-000115	11/26/2019	1	Trans filter & gasket	010-5006-461800	\$ 62.00
[VENDOR] 1511 : MARTIN IMPLEMENT SALES, INC.	P23961	I19-007873	19-000116	11/20/2019	1	Equipment reservoir	010-5006-461700	\$ 171.60
[VENDOR] 12754 : MCCANN INDUSTRIES, INC.	P06126	I19-007965	19-002158	11/21/2019	1	FABRICATED REBAR CAGE - SL-FAB05	023-0000-470100	\$ 846.00
	P06126	I19-007965	19-002158	11/21/2019	2	6GA MESH 8'X15' MATS - WM-606M	023-0000-470100	\$ 839.96
	P06358	I19-008127	19-002315	11/27/2019	1	Cement stakes for Centennial Park pavilion project.	023-0000-470100	\$ 71.10
[VENDOR] 2512 : MEADE, INC.	690156	I19-008040	19-000476	11/25/2019	1	Traffic Signal Maintenance - Orland Park jurisdiction - October	010-5002-443700	\$ 2,067.00
[VENDOR] 3333333.2747 : MEGHAN E. HARRING	Harring 10-30-19	I19-007465		10/30/2019	1	Overpayment on citation C356073	010-0000-372250	\$ 50.00
[VENDOR] 6641 : MICHAEL T. HUGUELET	27843	I19-008106	19-002238	11/26/2019	1	Legal Services for Local Ordinance violations 10-1-19 to 10-31-19, invoice 27843	010-0000-432100	\$ 6,656.25
[VENDOR] 6871 : MIDWEST LIGHTING	130814	I19-007955	19-000207	11/21/2019	1	Light bulbs - Building Maintenance	010-1700-461200	\$ 189.27
[VENDOR] 15005 : MINDSIGHT	86692-YR1	I19-007959	19-001956	11/21/2019	1	Software - Cisco Umbrella Insight	010-1600-460130	\$ 6,001.88
[VENDOR] 3132 : MOTIVE PARTS CO. - FMP	52-439821	I19-008089	19-000076	11/26/2019	1	Trans fluid	010-5006-462200	\$ 30.30
[VENDOR] 10592 : NEXT DAY PLUS	5158879	I19-007897	19-002192	11/20/2019	1	HP Brand Series M553 Black H/Y (12,500 Yield) #CF360X	010-1400-460100	\$ 209.69
	5158879	I19-007897	19-002192	11/20/2019	2	HP Brand Series M553 Cyan H/Y (9,500 Yield) #CF361X	010-1400-460100	\$ 289.79
	5158879	I19-007897	19-002192	11/20/2019	3	HP Brand Series M553 Yellow H/Y (9,500 Yield) #CF362X	010-1400-460100	\$ 289.79
	5158962	I19-007947	19-002199	11/21/2019	1	MSE Brand Series P2035/P2055 Toner #CE505A	010-7002-460100	\$ 127.38
	5158962	I19-007947	19-002199	11/21/2019	2	MSE Brand Series M401/M425 H/Y Toner #CF280X	010-7002-460100	\$ 125.29
	5158962	I19-007947	19-002199	11/21/2019	3	MSE Brand Series M402/M426 H/Y Toner #CF226X	010-7002-460100	\$ 289.78
	5158962	I19-007947	19-002199	11/21/2019	4	MSE Brand Series CP4025/4525/CM4540 Supplies - Black #CE260A	010-7002-460100	\$ 127.99
	5159196	I19-008057	19-000661	11/25/2019	1	2019 Xerox C70 copier charges - October	283-4001-443600	\$ 903.13
	5159197	I19-008058	19-000125	11/25/2019	1	Copier Maintenance - Xerox Workcenter 7855 (at Sportsplex) - October	283-4007-443600	\$ 203.01
	5159198	I19-008059	19-000630	11/25/2019	1	Copier Maintenance - for Xerox C 1106 in Mayor's office - October	010-1500-443600	\$ 32.34
	5159199	I19-008060	19-000184	11/25/2019	1	Clerk's office Xerox 7845 copier maintenance - October	010-1200-443600	\$ 107.20
	5159200	I19-008061	19-000233	11/25/2019	1	Copier Maintenance on Xerox WorkCentre 7225, serial number LX5602016 - October	283-4003-443600	\$ 48.72

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	5160430	I19-008062	19-000663	11/25/2019	1	Copier Maintenance - Xerox 7855 Finance - October	010-1400-443600	\$ 287.71
	5160431	I19-008063	19-001022	11/25/2019	1	Monthly copier usage and maintenance fees for HR copier - October	010-1100-443600	\$ 48.59
	5160432	I19-008064	19-001022	11/25/2019	1	Monthly copier usage and maintenance fees - VMO - October	010-1100-443600	\$ 88.21
	5160433	I19-008065	19-000038	11/25/2019	1	Copier Maintenance - Evidence, Records & Investigations - PD - October	010-7002-443600	\$ 116.68
	5159195	I19-008130	19-000038	11/27/2019	1	Copier Maintenance - Evidence, Records & Investigations - October	010-7002-443600	\$ 52.26
[VENDOR] 13800 : NOVA QUARTER HORSES, INC.	1381	I19-008081	19-000166	11/26/2019	1	Horseback riding lessons - Kwiatkowski	283-4002-490200	\$ 155.00
[VENDOR] 13884 : ONE UP SIGNS, LLC	2019-14908	I19-007869	19-002092	11/20/2019	1	WP35 Sign frame, white, silver frame, black caps per quote 2019- 7219	010-1700-461500	\$ 2,034.75
	2019-14908	I19-007869	19-002092	11/20/2019	2	Lettering for inserts	010-1700-461500	\$ 1,000.00
	2019-14942	I19-007886	19-002215	11/20/2019	1	Decals for existing theatre banners - A Christmas Story, Dec. 13-15, plus updated trustee names.	283-4002-460140	\$ 216.30
	2019-14891	I19-007894	19-002015	11/20/2019	1	Turkey Trot arch banners per quote 2019-7279	283-4002-460140	\$ 260.00
[VENDOR] 1623 : ORLAND BOWL, INC.	10/29/19	I19-007893	19-000305	11/20/2019	1	Special Recreation Time to Spare Bowling - 9/18-11/6/19	283-4008-490100	\$ 3,024.00
[VENDOR] 14955 : OTTOSEN BRITZ KELLY COOPER GILBERT & DINOLFO, LTD.	121101	I19-007946	19-001804	11/21/2019	1	Labor & Employment Legal Counsel for MAP & AFSCME contracts through 10/31/19	010-0000-432100	\$ 850.00
[VENDOR] 6703 : OZINGA READY MIX CONCRETE, INC	100276	I19-007868	19-002086	11/20/2019	1	Fill Sand - Centennial Park Ice Rink	283-4003-463300	\$ 481.80
	100714	I19-007966	19-002261	11/21/2019	1	Bedding stone for Centennial Pavilion project	023-0000-470100	\$ 499.23
	100715	I19-007967	19-002261	11/21/2019	1	Bedding stone for Centennial Pavilion project	023-0000-470100	\$ 496.22
[VENDOR] 13494 : PALOS MEDICAL GROUP, LLC	10/31/19	I19-008050	19-002279	11/25/2019	1	Sworn personnel annual physicals, Barth, Rosinski, Kelly-Valan, Murray, Berry, Eppolito, Benjamin, Oliva, invoice report period 10-01-19 to 10-31-19	010-7002-429500	\$ 2,040.00
[VENDOR] 14069 : PASSPORT LABS, INC.	INV-1007730	I19-007968	19-000474	11/21/2019	1	Monthly mobile pay parking transaction fees - October	026-0000-322940	\$ 2,630.33
[VENDOR] 14193 : PETROLEUM TRADERS CORPORATION	1471763	I19-007864	19-000078	11/20/2019	1	Gas purchase - October	010-5006-462100	\$ 13,764.47
	1477197	I19-007916	19-000078	11/21/2019	1	Gas purchase - November	010-5006-462100	\$ 14,043.20
[VENDOR] 12386 : PHYSICIANS IMMEDIATE CARE-CHICAGO	4127885	I19-007705	19-000174	11/12/2019	1	Pre-Employment Exam	010-1100-429510	\$ 411.00
	4127885	I19-007705	19-000174	11/12/2019	2	Medical Exams	010-1100-429500	\$ 50.00
[VENDOR] 6296 : PIZZO & ASSOCIATES, LTD.	22459	I19-008043	19-000702	11/25/2019	1	Wooded Path II Estates Stewardship Outlot B	031-6007-443500	\$ 675.00
	22442	I19-008071	19-000392	11/26/2019	1	Marley Blvd. South Pond Stewardship - October	031-6007-443500	\$ 961.00
	22443	I19-008072	19-000392	11/26/2019	1	Persimmon Meadow Pond Stewardship - October	031-6007-443500	\$ 961.00
	22444	I19-008073	19-000392	11/26/2019	1	Preston Pond Stewardship - October	031-6007-443500	\$ 682.00
	22445	I19-008074	19-000392	11/26/2019	1	Royal Oaks Pond Stewardship - October	031-6007-443500	\$ 961.00

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	22446	I19-008075	19-000392	11/26/2019	1	Green Knoll Pond Stewardship - October	031-6007-443500	\$ 341.00
	22447	I19-008076	19-000392	11/26/2019	1	Mill Creek Pond Stewardship - October	031-6007-443500	\$ 351.00
	22479	I19-008082	19-000389	11/26/2019	1	Police Headquarters - Native Landscape Stewardship - 10/28/19	010-1900-443500	\$ 3,161.00
[VENDOR] 9302 : POMP'S TIRE	410722816	I19-007926	19-000067	11/21/2019	1	Tires	010-5006-461890	\$ 583.44
	410724584	I19-008232	19-000067	11/27/2019	1	Tires	010-5006-461890	\$ 456.32
[VENDOR] 8235 : POWER SYSTEMS	8498042	I19-007696	19-001906	11/12/2019	1	Fitness equipment	283-4007-460180	\$ 17.99
[VENDOR] 12496 : PRECISE MOBILE RESOURCE MANAGEMENT	200-1023161	I19-007884	19-000074	11/20/2019	1	Monthly airtime invoices for CVP - September	010-5003-442850	\$ 13.30
	200-1023161	I19-007884	19-000074	11/20/2019	2	Monthly airtime invoices-Village/Contract snow fighter units - September	010-5006-442850	\$ 413.44
	200-1023161	I19-007884	19-000074	11/20/2019	3	Monthly airtime invoices for Utilities - September	031-6001-442850	\$ 109.96
[VENDOR] 1605 : RAY O'HERRON CO., INC.	1960314-IN	I19-007902	19-001940	11/20/2019	1	Men's long sleeve light blue shirt. Item number 586D	010-7002-460190	\$ 62.99
	1960314-IN	I19-007902	19-001940	11/20/2019	2	Alterations/Flag	010-7002-460190	\$ 16.95
	1960314-IN	I19-007902	19-001940	11/20/2019	3	Freight	010-7002-460190	\$ 7.42
	1960136-IN	I19-007920	19-002197	11/21/2019	1	Bianchi XS belt item number 7950	010-7002-460190	\$ 51.50
	1960135-IN	I19-007922	19-002197	11/21/2019	1	Men's pants size 38X32 item number 38200	010-7002-460190	\$ 42.95
	1961331-IN	I19-008083	19-002087	11/26/2019	1	Ladies short sleeve light blue shirts. Item number 5586D	010-7002-460190	\$ 115.98
	1961331-IN	I19-008083	19-002087	11/26/2019	2	Ladies long sleeve light blue shirts. Item number 586D	010-7002-460190	\$ 125.98
	1961331-IN	I19-008083	19-002087	11/26/2019	3	Women's navy pants. Item number E9314LC	010-7002-460190	\$ 86.00
	1961331-IN	I19-008083	19-002087	11/26/2019	4	Dress coat item number 38833-86	010-7002-460190	\$ 160.00
	1961331-IN	I19-008083	19-002087	11/26/2019	5	American flag patches. Item number 0001HP	010-7002-460190	\$ 11.70
	1961330-IN	I19-008084	19-001918	11/26/2019	1	LT. Bars item number 4424RG	010-7002-460190	\$ 14.97
	1961330-IN	I19-008084	19-001918	11/26/2019	2	Single gold stars item number 4470G	010-7002-460190	\$ 23.97
[VENDOR] 13157 : RENTAL MAX LLC	389372-2	I19-007929	19-000209	11/21/2019	1	Equipment rental - Rec Admin drain rodding	010-1700-444500	\$ 328.00
[VENDOR] 12815 : RR LANDSCAPE SUPPLY	115340	I19-007744	19-000384	11/14/2019	1	Sod for Utility-Water excavations/repairs	031-6002-463300	\$ 49.00
[VENDOR] 14977 : SAFEWARE INC	3750508	I19-008107	19-001930	11/26/2019	1	Small Shield-IIIA - Shield level IIIA - with view port 20" X 34", item 20X34-IIIA, quote 1670193	010-7002-460180	\$ 3,813.96
	3750508	I19-008107	19-001930	11/26/2019	2	USI elbow pad, assemble to 20X34 IIIA, USI elbowpad	010-7002-460180	\$ 69.76
[VENDOR] 14269 : SEMMER LANDSCAPE LLC	12433	I19-007928	19-002133	11/21/2019	1	Removal of all river rock around the building as well as the stumps of the plants that will be cut down by the village. Quote #EST1568427	010-1900-443500	\$ 9,998.00
	12428	I19-007957	19-000393	11/21/2019	1	Mowing of Village Parks - October	283-4003-443510	\$ 40,644.81
	12428	I19-007957	19-000393	11/21/2019	2	Mowing at Village ponds - October	031-6007-443510	\$ 23,133.18
	12428	I19-007957	19-000393	11/21/2019	3	Mowing at Village buildings - October	010-1900-443510	\$ 3,273.98
	12428	I19-007957	19-000393	11/21/2019	4	Mowing at Metra stations - October	026-0000-443510	\$ 1,523.15
	12428	I19-007957	19-000393	11/21/2019	5	Mowing at Metra Triangle pond and parking deck site - October	282-0000-443510	\$ 111.75
	12428	I19-007957	19-000393	11/21/2019	6	Mowing of Village Properties (ROW) -	010-5002-443510	\$ 7,814.67

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						October		
[VENDOR] 3037 : SERVICE SANITATION, INC.	11/15/19	I19-007997	19-000028	11/22/2019	1	Credit for invoices that were overpaid. Per Serv. San. this is a valid credit	283-4003-444550	\$ -1,142.54
	10/18/19	I19-007998	19-000028	11/22/2019	1	Portable toilets for parks and ball fields - 10/18-11/14/19	283-4003-444550	\$ 2,178.00
	7836723	I19-007999	19-002234	11/22/2019	1	Pumping and Janitorial Service of Centennial Park Permanent Restrooms	283-4003-442930	\$ 1,240.00
	7845820	I19-008000	19-002234	11/22/2019	1	Cleaning of Restroom @ Doogan	283-4003-442930	\$ 795.00
	7845819	I19-008001	19-000028	11/22/2019	1	Portable toilet - PW	283-4003-444550	\$ 62.00
	7680338	I19-008002	19-000028	11/22/2019	1	Portable toilets - Ice rink	283-4003-444550	\$ 159.00
[VENDOR] 3333333.2763 : SHARON PAYTON	11082019	I19-007680		11/11/2019	1	Payton November 3, 2019. \$100 Security Deposit Refund (\$200 (Security Deposit) - \$100 (1 hour past contracted time))	021-0000-373900	\$ 100.00
[VENDOR] 3333333.2741 : SHEILA STOKES	10242019	I19-007257		10/25/2019	1	Stokes, October 19, 2019, \$300 Security Deposit Refund	021-0000-373900	\$ 300.00
[VENDOR] 2244 : SIR SPEEDY PRINTING #6129	14676	I19-007896	19-002107	11/20/2019	1	January-December 2020 153rd St Metra Parking Monthly Passes	026-0000-460140	\$ 454.20
[VENDOR] 3333333.2748 : SKIN M.D.	110119	I19-007498		11/01/2019	1	Reimbursement to expenses paid for repairs on backflow device due to large meter testing by VOP hired contractor	031-6002-442750	\$ 463.95
[VENDOR] 9938 : SMITH DAWSON & ANDREWS	1009512	I19-008077	19-000329	11/26/2019	1	Intergovernmental relations services - FY19 Federal Lobbyist - October	010-0000-432850	\$ 3,333.33
[VENDOR] 7765 : SOLARIS ROOFING SOLUTIONS, INC	37317	I19-007984	19-000210	11/22/2019	1	Roof repairs - FLC	010-1700-443100	\$ 1,714.80
	37385	I19-007985	19-000210	11/22/2019	1	Roof repairs - Splx	010-1700-443100	\$ 618.50
[VENDOR] 14015 : SOLUTION 3 GRAPHICS	130199	I19-007890	19-002003	11/20/2019	1	Vehicle Impound forms, form WWW, 1000 forms	010-7002-460140	\$ 484.49
	130199	I19-007890	19-002003	11/20/2019	2	Tow Report #JJ, quantity 500	010-7002-460140	\$ 222.10
	130586	I19-007891	19-002154	11/20/2019	1	Standard NO Logo Envelopes (#10 Regular) - VILLAGE HALL - qty: 1,000	010-1400-460140	\$ 78.84
	130586	I19-007891	19-002154	11/20/2019	2	250 business cards - Marilyn Fumero	010-1400-460140	\$ 37.35
[VENDOR] 11927 : SOUND INCORPORATED	67680	I19-007895	19-002073	11/20/2019	1	One Access Control Reader & Remote Door Release for the Village Managers Office to the Lenel Access Control System.	054-0000-470300	\$ 1,305.00
[VENDOR] 2734 : SOUTH SIDE CONTROL SUPPLY CO.	S100581588.001	I19-008039	19-000211	11/25/2019	1	HVAC diaphragms - BM	010-1700-461700	\$ 336.13
[VENDOR] 1774 : SOUTH SUBURBAN BUILDING OFFICIALS ASSOC.	11/26/19	I19-008092	19-002325	11/26/2019	1	Annual Holiday Meeting 12/12/19 Silver Lake Country Club - Development Services staff	010-2002-429100	\$ 240.00
[VENDOR] 5002 : SOUTHTOWN PAINT & WALLPAPER CO	001085910	I19-008078	19-000620	11/26/2019	1	Paint - Village Hall renovation project	010-1700-461300	\$ 60.00
	001085911	I19-008079	19-000620	11/26/2019	1	5 gallon pails/Lids - Village Hall renovation project	010-1700-461300	\$ 19.96
[VENDOR] 8760 : STAPLES BUSINESS ADVANTAGE	3430187310	I19-008090	19-002143	11/26/2019	1	Inkjet Printable DVD+R Discs, 4.7GB, 16x, Spindle, White, 50/Pack #049087	010-7002-460100	\$ 59.98

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
	3430187310	I19-008090	19-002143	11/26/2019	2	Staples Clasp Close Catalog Envelopes, 9"L x 12"H, Brown, 250/Box (487493/17242)#487493	010-7002-460100	\$	61.44
	3430187310	I19-008090	19-002143	11/26/2019	3	Staples Binder Clips, Small, Black, 12/Pack (15350)#103523	010-7002-460100	\$	1.20
	3430187310	I19-008090	19-002143	11/26/2019	4	Staples Medium Binder Clips, Medium, Black, 12/Pack (15351)#103549	010-7002-460100	\$	4.80
[VENDOR] 1854 : STATE TREASURER	55881	I19-008095	19-000514	11/26/2019	1	Traffic signal maintenance-IDOT-VOP shared intersections. Original invoice was incorrect. This is for the balance due for April-June 2019	010-5002-443700	\$	1,506.54
	58049	I19-008096	19-000514	11/26/2019	1	Traffic signal maintenance-IDOT-VOP shared intersections - July-Sept 2019	010-5002-443700	\$	10,248.78
[VENDOR] 11808 : STEVENSON CRANE SERVICE, INC.	207299	I19-007931	19-002110	11/21/2019	1	35 ton truck crane operated rental - 1/2 day	010-1700-444500	\$	1,400.00
[VENDOR] 14973 : SUNCOM.TV	3507	I19-007915	19-001746	11/21/2019	1	Audio-Visual production services for Board of Trustees, Committee, and other public meetings.	010-1600-432800	\$	1,800.00
[VENDOR] 3333333.2740 : TAYLOR LYNETT	10242019	I19-007255		10/25/2019	1	Taylor, October 19, 2019, \$200 Security Deposit Refund	021-0000-373900	\$	200.00
[VENDOR] 14068 : THE COP FIRE SHOP	119427	I19-007881	19-002145	11/20/2019	1	Raincoat size XL. Item number 309V	010-7002-460190	\$	116.00
[VENDOR] 8888888.1294 : THE FELLOWSHIP BIBLE CHURCH	22152	I19-007494		11/18/2019	1	Rec Refund	283-0000-204000	\$	4,285.00
[VENDOR] 3333333.2758 : TIA PARKS-JEFFERSON	11082019	I19-007681		11/11/2019	1	Parks-Jefferson November 3, 2019, \$200 Security Deposit Refund	021-0000-373900	\$	200.00
[VENDOR] 9042 : TINLEY GLASS CORPORATION	370	I19-008112	19-000215	11/26/2019	1	Replace glass - PD	010-1700-443100	\$	1,420.00
[VENDOR] 14723 : TOTAL ADMINISTRATIVE SERVICES CORPORATION	IN1621941	I19-008048	19-000577	11/25/2019	1	HRA Monthly Administrative Fee - October	060-0000-432990	\$	125.00
[VENDOR] 9792 : TOTAL BUILDING SERVICE, INC.	0048475-IN	I19-008121	19-001710	11/26/2019	1	1 hour daily additional cleaning at the Police Department - September	010-1700-442930	\$	336.00
[VENDOR] 1847 : TRANE	7260346	I19-008044	19-000216	11/25/2019	1	HVAC igniters - Metra	026-0000-461700	\$	148.56
[VENDOR] 5622 : TRANSCHICAGO TRUCK GROUP	CM2153763	I19-007631	19-000070	11/11/2019	1	Credit for shaft return. Original inv. 2153763	010-5006-461800	\$	-6.41
	2181037	I19-007875	19-000070	11/20/2019	1	Truck seal/Bolts	010-5006-461800	\$	161.11
	2181103	I19-007876	19-000070	11/20/2019	1	Truck oil pan	010-5006-461800	\$	613.21
	2182529	I19-007898	19-000070	11/20/2019	1	Truck clamp	010-5006-461800	\$	28.52
	2182610	I19-008046	19-000070	11/25/2019	1	Truck turbo pipe	010-5006-461800	\$	55.21
[VENDOR] 14234 : TRINITY FAMILY SERVICES, INC.	11/04/19	I19-008091	19-000138	11/26/2019	1	Crisis Intervention/Response Counseling - Police - October	010-1100-432600	\$	2,500.00
	10/03/19	I19-008094	19-000138	11/26/2019	1	Crisis Intervention/Response Counseling - Police - September	010-1100-432600	\$	2,500.00
[VENDOR] 14477 : TYLER TECHNOLOGIES, INC.	025-274646	I19-007768	18-001341	11/14/2019	1	Professional service fees - 9/3-9/24/19	010-1600-432800	\$	2,065.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 8489 : UNITED STATES TREASURY	11/27/2019	I19-008024		11/27/2019	1	Federal Tax Withholdings 11.27.2019 BWPR	010-0000-215100	\$ 110,919.66
	11/27/2019	I19-008024		11/27/2019	2	Social Security Tax Withholdings 11.27.2019 BWPR	010-0000-215102	\$ 77,846.18
	11/27/2019	I19-008024		11/27/2019	3	Medicare Tax Withholdings 11.27.2019 BWPR	010-0000-215103	\$ 29,477.86
[VENDOR] 5524 : USA BLUEBOOK	050464	I19-007871	19-002038	11/20/2019	1	Goulds 3888D3, 5HP/460V/3PH 3" Pump #67536	031-6002-461700	\$ 3,056.50
	050464	I19-007871	19-002038	11/20/2019	2	Freight	031-6002-461700	\$ 140.83
[VENDOR] 14671 : UTILITY DYNAMICS CORPORATION	1003-2373	I19-007208	18-001739	10/24/2019	1	LaGrange Rd at 159th St., Street Lighting Improvements through 10/3/19	054-0000-443700	\$ 218,495.00
[VENDOR] 9791 : V3 COMPANIES OF ILLINOIS LTD	1	I19-007939	19-001749	11/21/2019	1	Pre-Seeding Weed Control through 10/31/19	031-6007-443500	\$ 1,330.00
	1	I19-007939	19-001749	11/21/2019	2	Mowing and Vegetation Removal through 10/31/19	031-6007-443500	\$ 1,715.00
	1	I19-008237	19-002067	11/27/2019	1	Tree removal at Parkhill Pond.	031-6007-443500	\$ 2,400.00
[VENDOR] 13140 : V3 CONSTRUCTION GROUP, LTD	5	I19-007243	18-001455	10/24/2019	1	Parkhill Pond #1 Phase III Stewardship - Weed control through 9/30/19	031-6007-443500	\$ 62.50
	5	I19-007244	18-001455	10/24/2019	1	Parkhill Pond #1 Restoration - Pay retainage	031-0000-205000	\$ 18,465.65
	9	I19-007940	17-002679	11/21/2019	1	Stewardship of Parkhill Pond #3 - Weed control monitoring and reporting through 10/31/19	031-6007-443500	\$ 1,000.00
	9	I19-007940	17-002679	11/21/2019	2	Stewardship of Parkhill Pond #1 - Weed control, monitoring and reporting through 10/31/19	031-6007-443500	\$ 1,000.00
	4 - Butterfield	I19-007941	19-000396	11/21/2019	1	Butterfield Pond, (Site ID #34-02) - Weed Control & monitoring through 10/31/19	031-6007-443500	\$ 2,350.00
	1 - Butterfield	I19-007942	19-000396	11/21/2019	1	Butterfield Pond (Site ID #34-02) - Weed Control through 7/31/19	031-6007-443500	\$ 1,000.00
	3 - Butterfield	I19-007944	19-000396	11/21/2019	1	Butterfield Pond (Site ID #34-02) - Weed Control through 9/30/19	031-6007-443500	\$ 1,000.00
	18 - Anthony	I19-007986	19-000396	11/22/2019	1	Anthony Pond (Site ID #20-07) - Weed control through 10/31/19	031-6007-443500	\$ 500.00
	1	I19-007987	19-002005	11/22/2019	1	Tree Clearing	031-6007-443500	\$ 6,000.00
	1	I19-007987	19-002005	11/22/2019	2	Pre-seeding Weed Control	031-6007-443500	\$ 1,750.00
	11	I19-007993	19-002314	11/22/2019	1	Stabilization and native restoration of Park Hill Pond West (550LF)and Park Hill Pond East (280LF) through 7/13/19	031-6007-443500	\$ 3,553.10
	10	I19-007994	19-002314	11/22/2019	1	Stabilization and native restoration of Park Hill Pond West (550LF)and Park Hill Pond East (280LF) through 5/31/19	031-6007-443500	\$ 306.90
	CG19013-07	I19-008051	19-000874	11/25/2019	1	John Humphrey Complex Renovation Project through 10/31/19	054-0000-470700	\$ 203,275.00
	CG19013-07	I19-008051	19-000874	11/25/2019	2	Addendum B - Misc. Additional work	054-0000-470700	\$ 107,923.00
	CG19013-08	I19-008054	19-000874	11/25/2019	1	John Humphrey Complex Renovation - Pay retainage (Reduced to 5%)	054-0000-205000	\$ 94,893.69
	1	I19-008236	19-001988	11/27/2019	1	Tree Clearing	031-6007-443500	\$ 3,300.00
	1	I19-008236	19-001988	11/27/2019	2	Pre-seeding Weed Control	031-6007-443500	\$ 1,330.00
[VENDOR] 9664 : WAREHOUSE DIRECT	4467619-0	I19-007870	19-000217	11/20/2019	1	Paper towels/Bath tissue - Splx	010-1700-460150	\$ 138.66
	4468957-0	I19-007888	19-002181	11/20/2019	1	Scotch Tape #MMM810p10k	283-4001-460100	\$ 36.74
	4468957-0	I19-007888	19-002181	11/20/2019	2	AA Batteries #RAYALAA24PPJ	283-4001-460290	\$ 9.97

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	4468957-0	I19-007888	19-002181	11/20/2019	3	post its 1 3/8" x 1 7/8" #MMM653YW	283-4001-460100	\$ 8.96
	4468957-0	I19-007888	19-002181	11/20/2019	4	Clear Front Cover, 3 Fasteners, Letter, Red #OXF58811	283-4001-460100	\$ 47.24
	4469537-0	I19-007889	19-002181	11/20/2019	1	Spiral notebook #TOP65361	283-4001-460100	\$ 10.64
	4468174-0	I19-007927	19-002175	11/21/2019	1	Desk Calendar #AAG-DMD 16632	028-0000-460100	\$ 22.06
	4471449-0	I19-007954	19-002193	11/21/2019	1	Kaleidoscope Multipurpose Colored Paper, 24lb, 8.5 x 11, Rojo Red, 500/ Ream PAC102054	031-1400-460100	\$ 19.03
	4471449-0	I19-007954	19-002193	11/21/2019	2	Color Paper, 24lb, 8.5 x 11, Re-Entry Red, 500/ Ream WAU22551	031-1400-460100	\$ 11.18
	4471991-0	I19-007956	19-002200	11/21/2019	1	Self-Stick Notes, 3 x 3, Yellow, 100-Sheet, 18/ Pack #MMM654918PK	010-7002-460100	\$ 5.40
	4471991-0	I19-007956	19-002200	11/21/2019	2	Shipping Labels w/TrueBlock Technology, Laser Printers, 3.33 x 4, White, 6/Sheet, 25 Sheets/ Pack #AVE5264	010-7002-460100	\$ 9.70
	4471991-0	I19-007956	19-002200	11/21/2019	3	Ruled Desk Pad, 22 x 17, 2020 #AAGSK2400	010-7002-460100	\$ 115.50
	4471991-0	I19-007956	19-002200	11/21/2019	4	Standard Chisel Point Staples, .025" Leg, 0.5" Crown, Steel, 5,000/Box #UNV79000	010-7002-460100	\$ 6.70
	4456424-0	I19-008041	19-000217	11/25/2019	1	Air freshener - Splx	010-1700-460150	\$ 90.42
	4474372-0	I19-008042	19-000217	11/25/2019	1	Bath tissue/Paper towels/Can liners/Cleaner - Splx	010-1700-460150	\$ 266.44
	4474372-0	I19-008042	19-000217	11/25/2019	2	Laundry Detergent/Bleach/Shampoo - Splx	283-4007-460150	\$ 103.67
	4474447-0	I19-008080	19-002203	11/26/2019	1	Spot Market' 92 Bright Multipurpose Copy Paper, 20- lb., 8- 1/ 2 x 11, Ten 500- Sheet WHDSM11	283-4003-460100	\$ 64.92
	4474447-0	I19-008080	19-002203	11/26/2019	2	Slate blue desk pad, 22 x 17, slate blue, 2020 AAG89701	283-4003-460100	\$ 13.41
	4474447-0	I19-008080	19-002203	11/26/2019	3	Laminating pouches, 5 mil, 9" x 11.5", matte clear, 100/pack UNV84624	283-4003-460100	\$ 58.08
	4474447-0	I19-008080	19-002203	11/26/2019	4	Steno book, gregg rule, assorted covers, 6 x 9, 80 white sheets, 4/pack TOP80220	283-4003-460100	\$ 11.10
	4474447-0	I19-008080	19-002203	11/26/2019	5	Metallic fine point permanent markers, bullet tip, silver, 4/pack SAN39109PP	283-4003-460100	\$ 5.85
	4474447-0	I19-008080	19-002203	11/26/2019	6	Retractable permanent marker, fine bullet tip, assorted colors, 12/set SAN32707	283-4003-460100	\$ 22.23
	4474447-0	I19-008080	19-002203	11/26/2019	7	Ultra fine tip permanent marker, extra-fine needle tip, assorted colors, 5/set SAN37675PP	283-4003-460100	\$ 3.96
	4474447-0	I19-008080	19-002203	11/26/2019	8	Permanent glue stick, 1.27 oz, applies white, dries clear AVE00196	283-4003-460100	\$ 3.30
	4474447-0	I19-008080	19-002203	11/26/2019	9	Two-pages-per-day planning pages, 8 1/2 x 5 1/2, 2020 DRN481225	283-4003-460100	\$ 16.56
	4474447-0	I19-008080	19-002203	11/26/2019	10	At-a-glance Yearly wall calendar, 24x36, 2020 AAGPM1228	283-4003-460100	\$ 18.36
	4475819-0	I19-008102	19-002217	11/26/2019	1	Labels - #BRT-DK1209	283-4007-460100	\$ 43.58
	4475819-0	I19-008102	19-002217	11/26/2019	2	Labels - #AVE-5960	283-4007-460100	\$ 59.13
	4475819-0	I19-008102	19-002217	11/26/2019	3	Glue Sticks - AVE-98095	283-4007-460100	\$ 3.40
	4475819-0	I19-008102	19-002217	11/26/2019	4	Laminating Pouches - UNV-84622	283-4007-460100	\$ 19.03
	4475819-0	I19-008102	19-002217	11/26/2019	5	Post It Note Pads - #MMM6549PUB	283-4007-460100	\$ 23.72
	4475819-0	I19-008102	19-002217	11/26/2019	6	Tape - #MMM810P10K	283-4007-460100	\$ 18.37
	4475819-0	I19-008102	19-002217	11/26/2019	7	Packing Tape - #MMM145-6	283-4007-460100	\$ 16.69
	4475819-0	I19-008102	19-002217	11/26/2019	8	Envelopes - #UNV-36319	283-4007-460100	\$ 13.35
	4475819-0	I19-008102	19-002217	11/26/2019	9	AAA Batteries - #DUR-MN2400-B10Z	283-4007-460290	\$ 17.30
	4475819-0	I19-008102	19-002217	11/26/2019	10	D Batteries - #RAYALD-12PPJ	283-4007-460290	\$ 25.72
	4475819-0	I19-008102	19-002217	11/26/2019	11	AA Batteries - #RAY-ALAA24PP	283-4007-460290	\$ 9.97

Village of Orland Park Open Item Listing

Run Date: 11/26/2019 User: bobrien

Status: POSTED Due Date: 11/27/2019
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Payroll Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 13548 : AXA EQUITABLE LIFE INSURANCE COMPANY	11/27/2019	I19-008016		11/27/2019	1	Village of Orland Park 11.27.2019 Plan# 690921	010-0000-210131	\$	792.10
[VENDOR] 12125 : CAIC PRIMARY	11/27/2019	I19-008013		11/27/2019	1	Village of Orland Park Premium Group# 11031 Premium Due 12.01.2019	010-0000-210129	\$	992.55
[VENDOR] 8534 : FORT DEARBORN LIFE	11/27/2019	I19-008070		11/27/2019	1	Village of Orland Park Premium Group# F005598 Premium Due 12.01.2019	092-0000-452800	\$	501.12
	11/27/2019	I19-008070		11/27/2019	1	Village of Orland Park Premium Group# F005598 Premium Due 12.01.2019	092-0000-453500	\$	6,186.41
[VENDOR] 3929 : ICMA RETIREMENT TRUST - 457	11/27/2019	I19-008019		11/27/2019	1	Village of Orland Park 11.27.2019 Plan# 301728	010-0000-210125	\$	2,764.35
[VENDOR] 13454 : LYNCH	11/27/2019	I19-008014		11/27/2019	1	Timothy E Lynch ***-**-3954 Docket# 12 D 3441 Garnishment Payment 11.27.2019	010-0000-210110	\$	425.60
[VENDOR] 9156 : MASS MUTUAL	11/27/2019	I19-008025		11/27/2019	1	Village of Orland Park 11.27.2019 Plan# 110163	010-0000-210127	\$	13,313.18
[VENDOR] 3934 : NCPERS GROUP LIFE INSURANCE	11/27/2019	I19-008021		11/27/2019	1	Village of Orland Park Unit 4890 add'l payment for Premium Due 12.01.2019 (Steven Stronk)	010-0000-210115	\$	32.00
[VENDOR] 5974 : ORLAND PARK POLICE SUPERVISORS ASSOC.	11/27/2019	I19-008023		11/27/2019	1	Orland Park Police Association Dues 11.27.2019	010-0000-210109	\$	160.00
[VENDOR] 3931 : USCM CLEARING ACCOUNT	11/27/2019	I19-008020		11/27/2019	1	Village of Orland Park 11.27.2019 Entity# 13359	010-0000-210126	\$	5,299.00
GRAND TOTAL :								\$	30,466.31

Village of Orland Park Open Item Listing

Run Date: 11/22/2019 User: bobrien

Status: POSTED Due Date: 11/22/2019
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: All Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 11424 : AT & T	831-000-2478 678	I19-007847		11/19/2019	1	Internet svcs	010-1600-442850 \$	1,730.43
[VENDOR] 1165 : COM ED	0059111045	I19-007774		11/15/2019	1	9/23-10/22/19	026-0000-441300 \$	53.44
	0073041102	I19-007775		11/15/2019	1	9/23-10/22/19	010-0000-441300 \$	29.63
	0243059109	I19-007777		11/15/2019	1	9/23-10/22/19	026-0000-441300 \$	276.20
	0263133115	I19-007778		11/15/2019	1	9/23-10/22/19	010-5002-441300 \$	198.46
	0278089062	I19-007779		11/15/2019	1	9/23-10/22/19 - Monument sign	010-5002-441300 \$	30.49
	0283069394	I19-007780		11/15/2019	1	9/23-10/22/19	010-0000-441300 \$	29.06
	0433164053	I19-007782		11/15/2019	1	9/23-10/22/19	026-0000-441300 \$	29.06
	0473344008	I19-007783		11/15/2019	1	9/24-10/23/19	283-4003-441300 \$	533.30
	0473345005	I19-007784		11/15/2019	1	9/24-10/23/19	283-4003-441300 \$	21.97
	0679008041	I19-007785		11/15/2019	1	9/17-10/16/19	010-5002-441300 \$	187.50
	0899099088	I19-007786		11/15/2019	1	9/25-10/24/19	010-5002-441300 \$	162.42
	0975587001	I19-007787		11/15/2019	1	9/23-10/22/19	026-0000-441300 \$	833.24
	1003150008	I19-007788		11/15/2019	1	9/17-10/16/19	026-0000-441300 \$	317.28
	1143738042	I19-007789		11/15/2019	1	9/23-10/22/19 - U of C parking garage	282-0000-441300 \$	1,412.28
	1226059026	I19-007790		11/15/2019	1	9/23-10/22/19	283-4003-441300 \$	214.26
	1227318006	I19-007791		11/15/2019	1	9/23-10/22/19	283-4003-441300 \$	266.97
	1293159146	I19-007792		11/15/2019	1	9/24-10/23/19	010-0000-441300 \$	41.01
	1463077019	I19-007793		11/15/2019	1	9/12-10/11/19	010-0000-441300 \$	65.82
	1563088103	I19-007794		11/15/2019	1	9/23-10/22/19	026-0000-441300 \$	997.45
	1593157004	I19-007795		11/15/2019	1	9/13-10/14/19	010-5002-441300 \$	412.36
	1641161230	I19-007796		11/15/2019	1	9/12-10/11/19	010-5002-441300 \$	48.33
	1755159035	I19-007797		11/15/2019	1	9/17-10/18/19	031-6002-441300 \$	3,917.98
	1911032026	I19-007798		11/15/2019	1	9/23-10/22/19	031-6002-441300 \$	116.99
	1963075113	I19-007799		11/15/2019	1	9/12-10/11/19	010-0000-441300 \$	29.06
	2940156009	I19-007800		11/15/2019	1	9/23-10/22/19	010-0000-441300 \$	364.83
	3062020038	I19-007801		11/15/2019	1	9/26-10/25/19	010-5002-441300 \$	1,549.77
	3104091048	I19-007802		11/18/2019	1	9/23-10/22/19 - 179th St. monument sign	010-5002-441300 \$	31.26
	3641124006	I19-007803		11/18/2019	1	9/23-10/22/19	010-1700-441300 \$	2,209.50
	4428074000	I19-007804		11/18/2019	1	9/23-10/22/19	010-0000-441300 \$	30.37
	4659144068	I19-007805		11/18/2019	1	9/23-10/22/19. Bill for 1/29-2/28/2014 was never paid, so that is added to this amount. Com Ed was not able to produce a bill going back that far, but verified the amount that was carried over each month.	026-0000-441300 \$	1,091.10
	4959036058	I19-007806		11/18/2019	1	9/23-10/22/19 - OPHFC	283-4006-441300 \$	17,651.70
	8971041020	I19-007807		11/18/2019	1	9/25-10/24/19	010-5002-441300 \$	292.83
[VENDOR] 9099 : COMCAST	8771010010001674	I19-007982		11/22/2019	1	11/14-12/13/19	021-1800-441800 \$	115.97
	8771010010001674	I19-007982		11/22/2019	2	11/14-12/13/19	283-4001-441800 \$	159.15

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	8771010010001674	I19-007982		11/22/2019	3	11/14-12/13/19	010-0000-441800	\$ 31.55
	8771010010001674	I19-007982		11/22/2019	4	11/14-12/13/19	010-5001-441800	\$ 2.10
	8771010010001674	I19-007982		11/22/2019	5	11/14-12/13/19	283-4007-441800	\$ 197.98
	8771010010001674	I19-007982		11/22/2019	6	11/14-12/13/19	010-1600-441800	\$ 106.85
[VENDOR] 10428 : CONSTELLATION NEW ENERGY, INC.	0732010007	I19-007977		11/22/2019	1	9/23-10/22/19	010-5002-441300	\$ 42.97
	0763098102	I19-007978		11/22/2019	1	9/23-10/22/19	010-5002-441300	\$ 34.66
	3062020029	I19-007979		11/22/2019	1	9/26-10/25/19	010-5002-441300	\$ 2,863.65
	4737017028	I19-007980		11/22/2019	1	9/23-10/22/19	010-5002-441300	\$ 637.45
	1010090017	I19-007981		11/22/2019	1	5/29-7/29/19 - Adjusted	010-5002-441300	\$ 1,982.87
[VENDOR] 13720 : DYNEGY ENERGY SERVICES	0288057045	I19-007970		11/22/2019	1	9/24-10/22/19	031-6002-441300	\$ 767.56
	0408105037	I19-007971		11/22/2019	1	9/17-10/15/19	031-6002-441300	\$ 9,116.02
	0858025028	I19-007972		11/22/2019	1	9/24-10/22/19	283-4007-441300	\$ 9,616.12
	0959362004	I19-007973		11/22/2019	1	9/13-10/13/19	283-4003-441300	\$ 5,642.78
	1226049002	I19-007974		11/22/2019	1	9/12-10/10/19	021-1800-441300	\$ 1,109.58
	1227505009	I19-007975		11/22/2019	1	9/23-10/21/19	283-4003-441300	\$ 1,972.47
	3998012019	I19-007976		11/22/2019	1	9/25-10/23/19	031-6002-441300	\$ 1,843.65
[VENDOR] 11063 : EVT TECH	4672	I19-007861	19-000060	11/20/2019	1	Replace gun locks & timer	010-5006-443400	\$ 480.00
	4680	I19-007862	19-000060	11/20/2019	1	Install ignition override switch	010-5006-443400	\$ 124.95
[VENDOR] 2552 : INGALLS OCCUPATIONAL HEALTH	279059	I19-007808	19-000045	11/18/2019	1	Employee medical exams	010-1100-429500	\$ 80.00
[VENDOR] 1601 : NICOR	2020028	I19-007809		11/18/2019	1	9/23-10/23/19	031-6002-441700	\$ 62.61
	2630940	I19-007810		11/18/2019	1	9/19-10/18/19	010-1700-441700	\$ 912.94
	2742855	I19-007811		11/18/2019	1	7/26-10/25/19 - Adjusted	031-6002-441700	\$ 31.07
	2838662	I19-007812		11/18/2019	1	9/27-10/30/19	031-6002-441700	\$ 284.26
	3467534	I19-007813		11/18/2019	1	9/25-10/24/19	031-6002-441700	\$ 51.98
	3493605	I19-007814		11/18/2019	1	9/18-10/17/19	031-6002-441700	\$ 38.99
	3562133	I19-007815		11/18/2019	1	8/30-10/1/19	283-4003-441700	\$ 127.95
	3562133	I19-007815		11/18/2019	2	8/30-10/1/19	283-4005-441700	\$ 1,000.00
	3562133	I19-007816		11/18/2019	1	10/1-10/31/19	283-4003-441700	\$ 131.38
	3607135	I19-007817		11/18/2019	1	5/7-11/4/19 - Adjusted	031-6002-441700	\$ 21.68
	3626231	I19-007818		11/18/2019	1	9/18-10/18/19	031-6002-441700	\$ 36.14
	3626352	I19-007819		11/18/2019	1	9/17-10/18/19	031-6002-441700	\$ 39.52
	3690413	I19-007820		11/18/2019	1	9/19-10/18/19	283-4003-441700	\$ 49.76
	3817622	I19-007822		11/19/2019	1	9/19-10/18/19	010-1700-441700	\$ 473.63
	3891295	I19-007823		11/19/2019	1	10/1-10/31/19 - OPHFC	283-4006-441700	\$ 3,813.50
	3993298	I19-007824		11/19/2019	1	9/19-10/19/19	031-6002-441700	\$ 37.04
	4151769	I19-007825		11/19/2019	1	9/10-10/9/19	031-6002-441700	\$ 37.20
	4151769	I19-007826		11/19/2019	1	10/9-11/8/19	031-6002-441700	\$ 41.58
	4237796	I19-007827		11/19/2019	1	9/13-10/15/19	031-6002-441700	\$ 162.21
	4284883	I19-007828		11/19/2019	1	10/2-11/1/19	026-0000-441700	\$ 205.20
	4285752	I19-007829		11/19/2019	1	9/25-10/25/19	031-6002-441700	\$ 164.16
	4571765	I19-007830		11/19/2019	1	9/27-10/29/19	031-6002-441700	\$ 45.46
	4622672	I19-007831		11/19/2019	1	9/19-10/21/19	031-6002-441700	\$ 111.01
	4744660	I19-007832		11/19/2019	1	9/27-10/29/19	031-6002-441700	\$ 36.71

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
	4860248	I19-007833		11/19/2019	1	9/19-10/18/19	031-6002-441700	\$	35.52
	4869910	I19-007834		11/19/2019	1	9/26-10/25/19	283-4007-441700	\$	872.70
	4873219	I19-007836		11/19/2019	1	10/1-10/31/19	031-6002-441700	\$	81.91
	2632528	I19-007837		11/19/2019	1	10/1-10/31/19	010-1700-441700	\$	513.04
	2731535	I19-007838		11/19/2019	1	9/20-10/19/19	010-1700-441700	\$	67.50
	3195776	I19-007839		11/19/2019	1	9/19-10/19/19	010-1700-441700	\$	633.70
	3653139	I19-007840		11/19/2019	1	9/27-10/29/19	010-1700-441700	\$	92.76
	4006009	I19-007841		11/19/2019	1	10/1-10/31/19	010-1700-441700	\$	381.09
	4116301	I19-007842		11/19/2019	1	9/25-10/25/19	010-1700-441700	\$	76.34
	4480160	I19-007843		11/19/2019	1	9/27-10/29/19	010-1700-441700	\$	200.05
	4685836	I19-007844		11/19/2019	1	10/1-10/31/19	010-1700-441700	\$	355.74
	4873483	I19-007845		11/19/2019	1	9/5-11/5/19 - Adjusted	031-6002-441700	\$	52.19
	4916005	I19-007846		11/19/2019	1	9/19-10/19/19	021-1800-441700	\$	488.01
[VENDOR] 1612 : ORLAND PARK BAKERY	18965	I19-007991	19-000037	11/22/2019	1	Baked Goods for PD - Farrell retirement	010-7002-460150	\$	112.99
	22800	I19-007992	19-000037	11/22/2019	1	Baked Goods for PD - Crime free housing training	010-7002-460150	\$	33.00
[VENDOR] 15038 : REPUTATION PARTNERS, LLC	25043	I19-007569	19-002177	11/07/2019	1	Professional Public Relations Services - August	010-1201-432250	\$	3,978.00
[VENDOR] 15035 : SEYMOUR	09/23/19	I19-007860	19-002178	11/20/2019	1	Repair Sharp 70 in. Monitor for Civic Center - Power Board Repair	021-1800-443200	\$	125.00
	09/23/19	I19-007860	19-002178	11/20/2019	2	Repair Sharp 70 in. Monitor for Civic Center - Monitor part - SB5600 Rectidiers	021-1800-443200	\$	12.55
	09/23/19	I19-007860	19-002178	11/20/2019	3	Repair Sharp 70 in. Monitor for Civic Center - Labor Rate 3 hours @ \$50 an hour	021-1800-443200	\$	150.00
[VENDOR] 11749 : STOCKYARD KILTY BAND	11/14/19	I19-007917	19-001807	11/21/2019	1	Bagpipes for OPPD Awards Ceremony, November 14th	010-7002-442450	\$	500.00
[VENDOR] 7112 : SUBURBAN LABORATORIES, INC.	169567	I19-007750	19-000348	11/14/2019	1	Chloride testing for Tinley Creek, Mill Creek, and Long Run Creek	031-6007-442990	\$	435.00
[VENDOR] 9965 : SWC TECHNOLOGY PARTNERS LLC	001198342	I19-007335	19-000417	10/29/2019	1	Exchange Upgrade Discovery and Design	010-1600-432800	\$	92.50
[VENDOR] 3689 : THOMAS PUMP CO.	R1110	I19-007960	19-000450	11/21/2019	1	Winter shut down of pool pumps	283-4005-443150	\$	880.00
[VENDOR] 12733 : TRITAYLOR	72373	I19-007969	19-001051	11/22/2019	1	Name patches for sworn personnel, sales receipt 72373	010-7002-460190	\$	50.00
[VENDOR] 9664 : WAREHOUSE DIRECT	4432280-0	I19-007937	19-000217	11/21/2019	1	Bath tissue/Ajax/Facial tissues/Paper towels - BM	010-1700-460150	\$	530.70
GRAND TOTAL :								\$	90,770.95

Village of Orland Park Open Item Listing

Run Date: 11/19/2019 User: bobrien

Status: POSTED Due Date: 11/18/2019
Bank Account: BMO Harris Bank-Open Lands
Invoice Type: Retainage Payment Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 12594 : HACIENDA LANDSCAPING INC	9	I19-007325	18-000809	10/28/2019	1	Orland Park Nature Center Site Improvements - Pay Retainage	029-0000-205000	\$ 63,588.27
GRAND TOTAL :								\$ 63,588.27

REQUEST FOR ACTION REPORT

File Number:	2019-0871
Orig. Department:	Police Department
File Name:	Orland Park Police Department's Public Silent Auction Held at Civic Center on 12/14/2019 - Ordinance

BACKGROUND:

The Orland Park Police Department is seeking to hold its first public silent auction at the Orland Park Civic Center, located at 14750 S Ravinia Ave, Orland Park, on December 14, 2019 from approximately 10:00 am to 12:00 pm in compliance with 765 ILCS 1030, Law Enforcement Disposition of Property Act, specifically Sections 3 and 4 as outlined below:

"Sec. 3. If the identity or location of the owner or other person entitled to possession of the property has not been ascertained within 6 months after the police department or other law enforcement agency obtains such possession, the sheriff, chief of police or other principal official thereof shall effectuate the sale of the property **for cash to the highest bidder** at a public auction, notice of which (including time, place and a brief description of such property) shall be published at least once in a newspaper of general circulation in the county wherein such official has authority at least 10 days prior to such auction.....Property offered but not sold at such public auction may be offered and sold at a subsequent public auction without such notice."

and

"Sec. 4. Proceeds of the sale of the property at public auction, less reimbursement to the law enforcement agency of the reasonable expenses of custody thereof, shall be deposited in the treasury of the county, city, village or incorporated town of which government the law enforcement agency is a branch."

The Orland Park Police Department has done its due diligence in attempting to identify and/or locate the owners or other persons entitled to such possession of the property with negative results.

BUDGET IMPACT:

There is no financial impact of the auction as the entire proceeds obtained will be deposited in Village of Orland Park's General Revenue Fund.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY IN THE POSSESSION OF THE POLICE DEPARTMENT OF THE VILLAGE OF ORLAND PARK, ILLINOIS, PURSUANT TO THE LAW ENFORCEMENT DISPOSITION OF PROPERTY ACT

EXHIBIT “A”

LEGAL NOTICE NOTICE OF PUBLIC SALE OF ABANDONED, LOST OR STOLEN PERSONAL PROPERTY

NOTICE IS HEREBY GIVEN that on Saturday, December 14, 2019, between the hours of 10:00 am and 12:00 noon, CST, a public sale of the personal property hereinafter described will be conducted by the Chief of the Orland Park Police Department, or his designee, at the Orland Park Civic Center, 14750 S. Ravinia Avenue, Orland Park, Illinois 60462. Each item of personal property will be sold to the person having submitted the highest bid for such item at the 12:00 noon closing of the public auction. The below listed items of personal property will be sold “AS IS”, without recourse and with no representation as to quality, fitness or merchantability. Terms of the sale: Cash at the close of the sale. No checks, third party checks or credit cards will be accepted. Upon payment of the accepted bid price, possession of the item(s) of personal property will be given to the successful bidder(s). The personal property will not be available for inspection prior to the 10:00 am time for commencement of the public auction.

The owner or other person entitled to possession of any such personal property hereinafter described may claim and recover possession of the property at any time before its sale at the public auction, upon providing reasonable and satisfactory proof of ownership or right to possession and reimbursing the Orland Park Police Department for all reasonable expenses of custody thereof.

PERSONAL PROPERTY TO BE SOLD

OPPD INVENTORY #	ITEM DESCRIPTION FOR POLICE AUCTION
2011-43512	Miss Dior Cherie Perfume, Chanel Chance Eau Tendre, Chanel Chance Eau Fraiche, Nike Air Force Sneakers, Bose Ear Head phones
2011-127302	HP Laser Jet Printer P1102W
2012-1917	Apple iPad In Box, HP Laptop
2012-69254	Samsung Galaxy Tablet in box, Samsung Tablet
2012-86828	Toshiba Laptop, Monster Beats by Dre Headphones x 3
2012-124292	Silver floor jack in black plastic case, black metal lug wrench
2012-131197	Xbox 360 Video Games: Assassin’s Creed 3, Max Payne 3, Call of Duty, LG Net 10, Xbox 360 Wireless controller, HDMI Cable x2, Armani brown men’s watch, Gucci men’s black watch, Gucci women’s watch, Helzberg diamonds 14k 3/8 ct bv stud earrings w/ clear stones, Helzberg diamonds stuffed bear

2013-139562	Brown bedding set, gray/brown bedding set, tan pillow, Bed Bath & Beyond bag containing pillowcases and towel,
2014-74203	Steve Madden sunglasses
2015-41785	2 Chicago Bears shot glasses, one clear cases, Chicago Bears helmet, 2 White Sox sets, 2 U of I footballs, 3 Bears mine helmets
2015-62576	Bose Soundlink color speaker
2016-126529	1 Pair Sunglasses
2016-148164	DeWalt power tool (no battery)
2016-176003	Guitar with Henry Heller case
2016-184854	Timberland boots 2 pair, one black one tan
2016-26137	6 camping spoon tools, 2 Topeak iphone cases, 2 Gerber knives, 3 Chilis eye gear sunglass cases, 1 pair Suncloud sunglasses, 1 pair Smith sunglasses, 1 Onguard bike lock, 1 Streamlight flashlight, 1 Serfad bicycle seat, 1 Sea to summit mosquito net, 1 plastic squeeze bottle, 2 red Nathan strobe lights, 1 stainless steel pizza cutter, 5 packs envelopes, 4 staples accel notebooks, 2 packs metal magnet clips, 4 office stampers, 1 pack Southworth envelopes, 1 pack mechanical pencils, 1 Galaxy phone charger, 1 box chalk, 1 sm bottle Purell hand sanitizer, 1 box staples, 1 pair scissors, 1 box resume paper, 1 ledger, 1 Star Wars book, 3 cookbooks, 1 blue DXL folding chair, 1 tube hair gel, 2 Kabuki makeup brushes, 6 boxes eyeshadow
20170124578	1 13" Mac Pro Computer, 1 Mac Pro 15.4" Computer, 20 Nest Thermostats, 8 Nest Indoor Cameras, 6 Nest Outdoor Cameras, 2 Nest Wireless Cameras, 1 Eco-Bee Wi-Fi Thermostat. (All Are New)
2017-173961	Multi cut cutting tool
2017-189809	DeWalt oscillating tool, DeWalt multitool, DeWalt 20v batteries
2017-64243	LG Gpad 8.0 Tablet At&t
2017-38389	Misc tools/hardware, Husky wrench set, Husky socket set, DeWalt drill
2018-48210	2 iPhone 256GB phones
2018-3595	Kobalt 47 pc drill and drive set, LUX Pro LP345 headlamp, Stanley LED headlamp, LUX Pro LP290 pocket flashlight, DeWalt 8pc reciprocating saw blade kit, Kobalt 25 pc folding hex key set, Gerber paraframe & mini paraframe folding knife combo, Helping hand utility knife, Stanley 15 blade heavy duty utility blades, Stanley utility knife, Helping Hand 12ft tape measure, Rayovac 9v 4 pack,

	Energizer AAA 10 pack batteries, Energizer 9v 2 pack batteries, Dabney Lee double sided color pencils, Die cast metal hand cuffs toy, Scunci 24 pcs black, Kiwi dress shoe laces, Sony MDR extra bass wireless headset, GoPro shorty mini extension pole & tripod, Philips portable speaker, Motorola Boom2 wireless headset, Star Wars rechargeable power bank, SanDisk 32GB USB, SanDisk 32GB Micro SDHC, Vivitar 5ft lightning iphone cable, Vivitar power pack 2500 mah, GE Dvi to Hdmi adapter, Gillette Mach 3 razors 3 pack, Popsockets mount for phone, SanDisk microSXC UHS 1 card with adapter, SanDisk microSDXC UHS 1 card, Supreme Glow 9" glow motion straws, Kiwi shoe polish 70g, Signature Care tender tape 1"x 2 yds, Sparkle with it 2 LED clip lights for books, Washi Tape 3 pack, Nite Lze camo cell phone holder, Coral animal tank tree branch
2019-16951	AOC C4008VH8 40" Color monitor
2011-9495	Cars Acoustic guitar
2013-53754	RCA DVD Home Theater System
2013-76128	Red oscillating sports hockey light
2013-103902	Red/black duffel bag with air compressor and jumper cables
2013-108067	Nike Air black and purple shoes, New Era black Orioles hat, Mitchell & Ness red/black Bulls hat, New Era white Knicks hat, New Era black Marlins hat, Jordan youth sneakers, Nike white sneakers, Nike white and red Jordan shoes
2013-114739	Apple Mac Book Air
2016-141872	Sony Play Station Dual Shock 4 blue game controller, Rose gold iPhone 7 256 GB, Glacier Bay sink strainer, KLIPSCH X201 ear buds, dark brown wood box, black leather case with ear buds inside, 2 Beats solo wireless headphones, B&O A2 bluetooth speaker special edition ocean blue color, Calvin Klein Eternity perfume, Estee Lauder Beautiful perfume, Wireless charger adapter card, CoreMicro safe volume ear buds,
2018-21422	4 iPhones

Published by Order of Timothy J. McCarthy
Chief of Police
Village of Orland Park, Illinois

..T

AN ORDINANCE AUTHORIZING DISPOSAL BY PUBLIC AUCTION OF PERSONAL PROPERTY IN THE POSSESSION OF THE POLICE DEPARTMENT OF THE VILLAGE OF ORLAND PARK, ILLINOIS, PURSUANT TO THE LAW ENFORCEMENT DISPOSITION OF PROPERTY ACT

..B

WHEREAS, the items of personal property hereinafter described are in the possession and custody of the Orland Park Police Department under circumstances supporting a reasonable belief that such property was abandoned, lost or stolen or otherwise illegally possessed; and

WHEREAS, the Orland Park Police Department has made reasonable inquiry and efforts to identify and notify the owners or other persons entitled to possession thereof, and

WHEREAS, the identities or locations of the owners or other persons entitled to possession of the property has not been ascertained within six (6) months after the Police Department obtained possession thereof; and

WHEREAS, the Law Enforcement Disposition of Property Act (765 ILCS 1030/1, et seq.) authorizes the Chief of Police to effectuate the sale of such personal property for cash to the highest bidder at a public auction following publication of a notice of the said sale in the manner hereinafter set forth.

WHEREAS, the President and Board of Trustees of the Village of Orland Park have determined that the items of personal property hereinafter described shall be sold at a public auction/sale on Saturday, December 14, 2019, between the hours of 10:00 o'clock am and 12:00 o'clock noon, CST.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1:

The Preamble is adopted as fully set forth herein.

SECTION 2:

Pursuant to Section 3 of the Law Enforcement Disposition of Property Act (765 ILCS 1030/3), the "the Act", the President and the Board of Trustees of the Village of Orland Park find that the items of personal property described in EXHIBIT "A" of this Ordinance now in the possession of the Village of Orland Park, Illinois, be sold at public auction in the manner hereinafter set forth.

SECTION 3:

Pursuant to the said Section 3 of the Act, the Chief of Police is hereby authorized and shall direct the sale of the personal property to which Section 2 of this Ordinance refers, "AS IS" and without warranties at the public auction.

SECTION 4:

The Chief of Police is hereby authorized and directed to advertise the public auction of the aforementioned personal property in the Daily Southtown, a newspaper of general circulation in Cook County at least ten (10) days before the said public auction, such notice of the public auction to be in substantially the form as set forth in EXHIBIT "A" of this Ordinance.

SECTION 5:

Upon payment of the cash price bid by the highest bidder for each item of personal property, the Orland Park Chief of Police is hereby authorized and directed to transfer ownership of the item of personal property from the Village to the successful bidder/buyer and to execute all documents necessary to effectuate the sale. The proceeds of the sale of such personal property, less reimbursement to the Police Department of the reasonable expenses of custody of such personal property, shall be deposited in the treasury of the Village.

SECTION 6:

This Ordinance shall be in full force and effect from and after its passage, by a vote of a majority of the Board of Trustees, in the manner provided by law.

REQUEST FOR ACTION REPORT

File Number:	2019-0864
Orig. Department:	Police Department
File Name:	Quantitative Narcotics and Cannabinoid Testing and Expedited Examination - Purchase Approval Renewal

BACKGROUND:

In 2016, the Illinois State Legislature passed a law (625 ILCS 5/11-501(A)(7)) establishing a legal level of cannabis intoxication for a Driving Under the Influence arrest. Statutory quantitative testing is now required to determine the level of delta-9-tetrahydrocannabinol concentration of an offender's whole blood and/or urine to determine a presumption of intoxication. The Orland Park Police Department had entered into a contract with the University of Illinois Chicago Analytical Forensic Testing Laboratory (AFTL) in 2016, this is a requested renewal of the contract based on the fact that the Illinois State Police Crime Laboratory still does not have the ability to conduct quantitative analysis of either whole blood or urine. Additionally, the Illinois State Police Crime Laboratory is unable to provide an approximate date when it will receive funding and purchase forensic equipment to satisfy the statutory requirement.

The University of Illinois Chicago Analytical Forensic Testing Laboratory (AFTL), a fully accredited laboratory, has the ability to conduct statutory required quantitative testing for delta-9-tetrahydrocannabinol concentration with a turnaround of a maximum of 21 days. The laboratory can also conduct quantitative testing for other narcotics. Rush requests are honored and can be completed in 24 hours.

BUDGET IMPACT:

Effective January 2020, the AFTL will charge \$180.00 (\$5.00 increase from 2019) per sample for cannabinoid quantitation in either blood or urine. Blood volatile quantitative (alcohol concentration) testing is \$80.00 (\$5.00 increase from 2019). Additional quantitative testing of blood is \$100.00 each. The maximum requested annually is \$5,000.00 and the department would expend funds from the State Asset Forfeiture Account # 027-2800-432990.

REQUESTED ACTION:

I move to recommend to the Village Board to authorize the Village Manager to execute the agreement upon approval of the Board.

AFTL Toxicological Drug Testing Information and 2019 Fee Schedules

All drug confirmations will be performed at the UIC Analytical Forensic Toxicology Laboratory (AFTL) using LC/MS/MS instrumentation; this type of confirmatory test searches for the specific compound indicated, which eliminates the possibility of cross-reactivity from another compound.

Our quantitative procedures are reported with a 99.7% Measurement Uncertainty (MU) unless otherwise noted.

Cases are worked as quickly as possible within the constraints of normal laboratory workloads. If results are required by a specific date the laboratory must be notified prior to submission. Otherwise notice of at least one week is required to fulfill requests for results on a particular date.

Rush results are available for an additional charge and not all testing may be able to be rushed. The agency must contact the lab for rush requests. Quantitative testing may delay the issuance of a report. The agency will be contacted if any delay is expected.

Pricing is based upon the testing requested:

Cannabinoid quantitation:

- \$175/sample for quantification in either blood or urine. If both matrices are requested for quantitation the fee is \$250 and the secondary matrix will only be analyzed if the primary one is below the per se limit for that matrix or specifically requested.
- Includes tetrahydrocannabinol (THC). The main metabolite (carboxy-THC [THC-COOH]) is qualitative only and only reported when no THC is detected).

Blood volatile testing:

- \$75/sample for quantitative volatile testing.

Blood drug testing:

- \$175/sample with one quantitative test included. Each additional quantitative test requested is \$50.
- Volatile quantitative analysis included.

Urine drug testing:

- \$100/sample for qualitative confirmation only. Note: only THC will be quantitatively tested for in urine. \$175/sample if THC quantification included.

Blood and urine testing:

- \$175/sample qualitative confirmation only along with volatile quantification. Each quantitative drug test requested is \$50.
- Samples will have the blood quantitatively tested for volatiles and the urine qualitatively tested for drugs. Urine samples will not be quantified for anything other than THC. All quantitative testing will be performed in the blood matrix.

Rush requests:

- Rush requests will require an additional \$50/case. Only volatile analysis and one drug will be analyzed and released on a rush report within 24 hours. A supplemental report will be issued at a later date with the full testing if desired.

Court support and testimony:

- A travel fee is required (based upon geographical location) and \$150/hour fee for time spent in the courthouse.
- All phone support is provided free of charge.
- Pre-trials that take place off-site will have the same fee structure as testimony. Pre-trials that take place on-site (at the AFTL) will be provided free of charge.
- The travel fees are flat fees based on location:
 - Courthouses north of I-80 are \$100
 - Courthouses south of I-80 but north of I-72 are \$200
 - Courthouses south of I-72 are \$300

<i>Contacts:</i>	Dr. Karl Larsen	Ms. Jennifer Bash
<i>Phone:</i>	312-996-2250	312-413-0136
<i>Email:</i>	larsena@uic.edu	jbash2@uic.edu



UNIVERSITY OF ILLINOIS
Chicago Springfield Urbana-Champaign

This form is valid only for agreements under \$10,000
(other than healthcare related services)

**Agreement between
The Board of Trustees of the University of Illinois and**

The parties to this Agreement are the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its AFTL/Pharmaceutical Sciences

on the Chicago campus ("University") and the Village of Orland Park
, a(n) Illinois Government Entity with a principal office located at
14700 S. Ravinia Ave., Orland Park, IL 60462 ("Client").

Article 1: Purpose

Client desires to engage the expertise of University to perform certain services as described below, and University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

Article 2: Scope of Services

2.1 Services to Be Performed. University shall perform the following "Services":
Preliminary testing and analysis of human blood or urine samples for the presence/absence of:

- 1) Standard drugs of abuse: PCP (Phencyclidine); Cocaine; Opiates – including but not only heroin, codeine, hydrocodone, hydromorphone, oxycodone, oxymorphone and morphine; Cannabinoids; Amphetamines – including but not only amphetamine, methamphetamine, MDA and MDMA;
- 2) Additional drugs (Specials): Barbiturate class of drugs, Benzodiazepine class of drugs; Hallucinogens; synthetic cannabinamimetic drugs; bath salts (the cathinone class). Dilution testing for creatinine levels will be included on request.
- 3) Volatile substances in blood: to include methanol, ethanol, iso-propanol, acetone and various inhaled gaseous intoxicants.
- 4) Cannabinoid quantitation: Includes Tetrahydrocannabinol (THC) and two main metabolites (Hydroxy-THC and Carboxy-THC (Carboxy-THC is qualitative only)).

Confirmation and quantitative testing to identify substances is available; please see attached fee schedule.

Court support and testimony will be provided at \$150/hour for time spent in the courthouse plus a travel fee based on location.

-All phone support is provided free of charge.

-Pre-trials that take place off-site from the AFTL will have the same fee structure as testimony. Pre-trials that take place on-site (at the AFTL) will be provided free of charge.

Client shall provide shipping materials and will cover the costs of standard UPS/FedEx delivery.

2.2 Client-Owned Deliverables. As part of the Services, University shall deliver to Client the following "Deliverables". Include all agreed upon specifications, timetables, and milestones for delivery, and any reimbursable expenses to be incurred by the University that Client will hereinafter own.

Client will receive, within 21 business days, an electronic report listing the samples and the presence or absence of drugs.

Probation testing samples will be maintained for six months; at that time, probation samples will be destroyed or returned to client, at client's expense.

DUI samples will be returned after six months. Agencies with DUI samples will be contacted prior to the return of their submitted samples.

Agencies may contact the lab for earlier return of the samples if so desired.

2.3 University-Owned Deliverables. As part of the Services, ownership of the following shall remain vested in the University. Include all agreed upon specifications, timetables, and milestones for delivery, and any reimbursable expenses to be incurred by University for which University will retain ownership.

N/A

Article 3: Term and Termination

3.1 Term. This Agreement shall not be binding until it is signed by both parties. The term of this Agreement shall commence on the "Effective Date" which shall be

☐ January 1, 2020 through June 30, 2021.

3.2 Renewal Options. The parties may renew this Agreement only by mutually signed written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed 10 years and the total value shall not exceed \$9,999.99. The parties may adjust compensation rates at time of renewal.

3.3 Termination for Cause. A party that defaults in performance or commits a material breach of this Agreement ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this Agreement without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

3.4 Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

3.5 Effect of Early Termination. In the event of early termination, Client shall pay University for Services performed and Deliverables provided to the date of termination and for the cost of all non-cancellable obligations made on Client's behalf.

Article 4: Compensation

4.1 Rate of Compensation. Client shall pay University compensation at the rate of

See attached 2020 fee schedule for all Services performed and Deliverables provided.

4.1a Fee Schedule Adjustment. Client hereby acknowledges and agrees that University may adjust the fee schedule each calendar year, and Client shall be invoiced per the fee schedule in effect at the time services are provided.

4.2 Payment Schedule. Client shall pay University according to the following schedule:
Net 30 days

4.3 Remittance Instructions. University will submit an invoice to Client for Services performed, including any allowable reimbursable expenses incurred on a(n) monthly basis. Within 30 days of its receipt of Invoice, Client will remit the total due to University at the address

indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

4.4 Late Payments. University will assess a Late Payment Charge of 1.5% per month (18% per annum), plus at \$2 Past Due charge per month, on all past due balances, University may refer Client's past due account for collection or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including attorney's fees and court costs. Client's payment obligations are governed by the Illinois Local Government Prompt Payment Act.

4.5 Suspension of Services. University may suspend performance of Services upon five (5) days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

Article 5: Liability and Warranty

5.1 DISCLAIMER. University makes no representations, and disclaims all warranties, expressed or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all services, deliverables, goods, and facilities furnished to Client under this agreement.

5.2 Limitation of Liability. University shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if University had been advised of the possibility of such damages. University's liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed and Deliverables provided.

5.3 Warranty and Liability. Client guarantees and warrants to University that no material or information provided to University includes any legally actionable, libelous or otherwise unlawful statements or information. Client shall be responsible for all claims and liabilities arising out of any legally actionable, libelous or other unlawful statements or information contained in data furnished to University by Client incidental to the performance of the Services by University.

Article 6: Insurance

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim or occurrence and \$3 million aggregate. Each party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Upon request and within seven days each party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Article 6.

Article 7: Rights in Work Product

Title to existing intellectual property used by University in performing the Services and creating the Deliverables shall remain vested in the original owner. Title to all intellectual property conceived or created by University employees and agents in performing the Services and creating the Deliverables shall vest in University. Title to all tangible and intangible property conceived or created by University employees and agents in performing the Services and creating the Deliverables shall vest in University unless specifically identified as "Client-owned" under Section 2.2. In such event, title to all such tangible and intangible property shall vest in Client upon delivery by University.

Article 8: Third Party Intellectual Property Rights

Client guarantees and warrants to University that it has all necessary intellectual property rights in any proprietary material or information provided required to perform the Services or to be included in the Deliverables and Client shall pay all costs and expenses, including royalties and license fees, incident to any third party intellectual property rights required to perform the Services or to create the

Deliverables. Client shall indemnify University and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to University for its use in performing this Agreement.

Article 9: General Provisions

9.1 Force Majeure. A party is excused from performing its obligations under this Agreement when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

9.2 Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any association, partnership, joint venture or agency relationship between them.

9.3 Use of Name. Client shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

9.4 Headings. Headings in this Agreement are intended only to assist with readability and are not substantive.

9.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the Agreement.

9.6 Assignment. Neither party may assign its obligations under this Agreement without the prior written consent of the other party.

9.7 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

9.8 Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this Agreement.

9.9 Equal Opportunity. This Agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

9.10 Waiver. The failure of either party to enforce any provision of this Agreement shall not waive the party's right to later enforce the provision or the Agreement.

9.11 Non-Exclusivity. This Agreement is non-exclusive. The University may perform the same or similar services for other clients.

9.12 Counterparts/Facsimile Signatures. This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

9.13 Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement.

9.14 Notices. To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

University Representative

Name: Randi Zillmer

Title: Business Manager

Client Representative

Name: Joseph P. Mitchell

Title: Deputy Chief of Police

Address: 833 S. Wood Street, Room 335
City/State/Zip: Chicago, IL 60612
Phone: 312-996-7248
E-mail: randiz@uic.edu

Address: 14700 S. Ravinia Ave.
City/State/Zip: Orland Park, IL 60462
Phone: 708-364-8106
E-Mail: jmitchell@orlandpark.org

9.15 Choice of Law. This Agreement shall be interpreted by application of Illinois law without regard to its conflicts provisions.

9.16 Integration. This Agreement with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

9.17 Authorized Signatories. The individuals signing this Agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this Agreement.

The Board of Trustees of the University of Illinois Client

By: _____
Avijit Ghosh, Comptroller Date

Date

Signature Date

George Koczvara
Type or Print Name

Village Manager
Title

Pre-approved for legal form by (LTI 8/17/2015).
Changes to template require University Counsel and OBFS approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0835
Orig. Department:	Village Manager
File Name:	Occupational Health Services Provider

BACKGROUND:

Request for Proposals (RFP) 19-025 (Informal) was issued on October 23, 2019 for Occupational Health Services. The following local providers were notified of the RFP: Physician's Immediate Care (current provider), Palos Medical Group, Ingall's Occupational Health (current provider), Physicians Prompt Care Centers, Advocate Medical Group, and Medworks. The following local providers were contacted, however commented that they do not provide the full list of services requested: DuPage Medical Group, Loyola Center for Health at Orland Park, Silver Cross Medical Center, and Silver Cross Emergency Care Center.

The following companies submitted proposals: Physicians Immediate Care, Ingalls Occupational Health Program, and Advocate Aurora Health. Two of the proposers have locations within ten miles of the Orland Park Village Hall - Ingalls 5.3 miles and Physicians Immediate Care 1.7 miles. Advocate Aurora Health noted that its closest locations include Hazel Crest Occupational Health 15.2 miles and Christ Employee Health 11 miles, thus removing them from consideration. Proximity to the Orland Park work locations is critical to reducing the amount of time away from the worksite.

Both Ingalls and Physicians Immediate Care meet the requirements outlined in the RFP and are skilled in providing pre-employment, DOT exams, fitness for duty, injury care and other employee exams. Both are equipped to serve as the collection site for drug and alcohol testing. Ingalls has been our primary Occupational Health Services provider since 2015. Physicians Immediate Care is more conveniently located and has provided back-up services for our current occupational health needs.

Pricing information was provided by each proposer and varies slightly depending on testing and services and is outlined in the chart below. The services listed are those most used by the Village.

Exam	Physicians Immediate Care	Ingalls
Pre-Employment Non-DOT	\$60.00	\$40.00
Pre-Employment DOT	\$88.00	\$40.00
Drug Screen Collection	\$25.00	\$20.00
Breath Alcohol Test	\$35.00	\$20.00

Staff recommends Ingalls Occupational Health Program and Physicians Immediate Care to provide Occupational Health Services including but not limited to, pre-employment exams, initial treatment of occupational injuries, return to work medical exams, and drug and alcohol testing program screening collection. Having two Occupational Health facilities provides the Village resources that are needed during peak hiring times and compliments the hours and strengths of each facility.

On November 18, 2019, this item was reviewed by the Finance Committee, recommended for approval and referred to the Village Board of Trustees for consideration.

BUDGET IMPACT:

The estimated annual cost for Occupational Health Services is approximately \$30,000.00. Funds have been included in the FY2020 budget to support this expenditure. Total costs are based on actual utilization.

REQUESTED ACTION:

I move to approve an agreement for occupational health services with Ingalls Occupational Health Program beginning January 1, 2020, for five (5) years;

And

I move to approve entering into an agreement for occupational health services with Physicians Immediate Care beginning January 1, 2020, for five (5) years.

REQUEST FOR ACTION REPORT

File Number:	2019-0789
Orig. Department:	Finance Department
File Name:	G.O. Refunding Bonds, Series 2012A Abatement - 2019 Levy - Ordinance

BACKGROUND:

During the FY2020 budget process, the Village Board approved a 2019 property tax levy abatement, in the amount of \$235,000 for the GO Refunding Bonds, Series 2012A.

BUDGET IMPACT:

The total abatement of \$235,000 will be funded by a loan from the Village's Home Rule Sales Tax Fund to the Village's Debt Service Fund, Series 2012A.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2019 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

AN ORDINANCE ABATING TAXES HERETOFORE LEVIED FOR THE YEAR 2019 TO PAY DEBT SERVICE ON TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), by Ordinance No. 4751 adopted on the 20th day of August, 2012, as supplemented by a Bond Order and Notification of Sale, dated September 5, 2012 (together, the "Ordinance"), authorized the issuance of \$9,005,000 Taxable General Obligation Refunding Bonds, Series 2012A (the "Series 2012A Bonds"), and

WHEREAS, the Ordinance was in full force and effect forthwith upon its passage, approval and publication, and thereafter a certified copy thereof was duly filed in the Office of the County Clerk of the Counties of Cook and Will on the 20th day of August, 2012; and

WHEREAS, the Ordinance did provide for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2012 to 2024 inclusive, in an amount sufficient to pay the principal of and interest on said bonds when due; and

WHEREAS, the President and Board of Trustees of the Village hereby finds and determines that it is advisable and necessary to provide for abatement of a portion of the tax heretofore levied for the year 2019.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION I

That it shall be and it is found and determined that the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, has provided for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2012 and 2024, inclusive, in an amount sufficient to provide the funds to pay when due the principal of and interest on the Bonds, heretofore issued by the Village, pursuant to authority contained in the Ordinance aforesaid. It is further found and determined that the President and Board of Trustees deems it advisable and in the best interests of the Village to provide for abatement of the taxes heretofore levied for the year 2019 pursuant to the Ordinance.

SECTION 2

That the taxes heretofore levied for the Series 2012A Bonds be and the same are hereby abated as follows:

Year of Levy – 2019

Tax Levied in the Ordinance - \$890,100

Amount of Tax to be Abated - \$235,000

Remainder of Tax Levied which is to be Extended – \$655,100

SECTION 3

That forthwith as soon as this Ordinance becomes effective, a copy hereof, duly certified by the Village Clerk of said Village, which certificate shall recite that this Ordinance has been adopted by the President and Board of the Trustees of said Village and is in full force and effect, shall be filed with the County Clerks of Cook and Will Counties, Illinois, and said Ordinance shall constitute authority for the County Clerks for the year 2019 to abate the said levy in the amount of \$235,000 heretofore levied for said year and as shown hereinabove.

SECTION 4

That all Ordinances of parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage and approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0786
Orig. Department:	Finance Department
File Name:	G.O. Refunding Bonds, Series 2012B Abatement - 2019 Levy - Ordinance

BACKGROUND:

During the FY2020 budget process, the Village Board approved a 2019 property tax levy abatement, in the amount of \$1,074,750 for the GO Refunding Bonds, Series 2012B.

BUDGET IMPACT:

The total abatement of \$1,074,750 will be funded by a loan from the Village's Home Rule Sales Tax Fund to the Village's Debt Service Fund, Series 2012B.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE ABATING TAXES HERETOFORE LEVIED FOR THE YEAR 2019 TO PAY DEBT SERVICE ON TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012B OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

AN ORDINANCE ABATING TAXES HERETOFORE LEVIED FOR THE YEAR 2019 TO PAY DEBT SERVICE ON TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012B OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), by Ordinance No. 4674 adopted on the 19th day of September, 2011, as supplemented by a Bond Order and Notification of Sale, dated November 19, 2012 (together, the "Ordinance"), authorized the issuance of \$18,000,000 Taxable General Obligation Refunding Bonds, Series 2012B (the "Series 2012B Bonds"), and

WHEREAS, the Ordinance was in full force and effect forthwith upon its passage, approval and publication, and thereafter a certified copy thereof was duly filed in the Office of the County Clerk of the Counties of Cook and Will on the 5th day of December, 2012; and

WHEREAS, the Ordinance did provide for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2012 to 2021 inclusive, in an amount sufficient to pay the principal of and interest on said bonds when due; and

WHEREAS, the President and Board of Trustees of the Village hereby finds and determines that it is advisable and necessary to provide for abatement of a portion of the tax heretofore levied for the year 2019.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION I

That it shall be and it is found and determined that the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, has provided for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2012 and 2021, inclusive, in an amount sufficient to provide the funds to pay when due the principal of and interest on the Bonds, heretofore issued by the Village, pursuant to authority contained in the Ordinance aforesaid. It is further found and determined that the President and Board of Trustees deems it advisable and in the best interests of the Village to provide for abatement of the taxes heretofore levied for the year 2019 pursuant to the Ordinance.

SECTION 2

That the taxes heretofore levied for the Series 2012B Bonds be and the same are hereby abated as follows:

Year of Levy – 2019

Tax Levied in the Ordinance - \$1,074,750

Amount of Tax to be Abated - \$1,074,750

Remainder of Tax Levied which is to be Extended – \$-0-

SECTION 3

That forthwith as soon as this Ordinance becomes effective, a copy hereof, duly certified by the Village Clerk of said Village, which certificate shall recite that this Ordinance has been adopted by the President and Board of the Trustees of said Village and is in full force and effect, shall be filed with the County Clerks of Cook and Will Counties, Illinois, and said Ordinance shall constitute authority for the County Clerks for the year 2019 to abate the said levy in the amount of \$1,074,750 heretofore levied for said year and as shown hereinabove.

SECTION 4

That all Ordinances of parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage and approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0787
Orig. Department:	Finance Department
File Name:	G.O. Refunding Bonds, Series 2013A Abatement - 2019 Levy - Ordinance

BACKGROUND:

During the FY2020 budget process, the Village Board approved a 2019 property tax levy abatement, in the amount of \$1,087,675 for the GO Refunding Bonds, Series 2013A.

BUDGET IMPACT:

The abatement of \$1,087,675 will be funded by a loan from the Village's Home Rule Sales Tax Fund to the Village's Debt Service Fund, Series 2013A.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE ABATING TAXES HERETOFORE LEVIED FOR THE YEAR 2019 TO PAY DEBT SERVICE ON TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

AN ORDINANCE ABATING TAXES HERETOFORE LEVIED FOR THE YEAR 2019 TO PAY DEBT SERVICE ON TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), by Ordinance No. 4674 adopted on the 19th day of September, 2011, as supplemented by a Bond Order and Notification of Sale, dated April 15, 2013 (together, the "Ordinance"), authorized the issuance of \$18,000,000 Taxable General Obligation Refunding Bonds, Series 2013A (the "Series 2013A Bonds"), and

WHEREAS, the Ordinance was in full force and effect forthwith upon its passage, approval and publication, and thereafter a certified copy thereof was duly filed in the Office of the County Clerk of the Counties of Cook and Will on the 26th day of April 2013; and

WHEREAS, the Ordinance did provide for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2012 to 2021 inclusive, in an amount sufficient to pay the principal of and interest on said bonds when due; and

WHEREAS, the President and Board of Trustees of the Village hereby finds and determines that it is advisable and necessary to provide for abatement of a portion of the tax heretofore levied for the year 2019.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION I

That it shall be and it is found and determined that the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, has provided for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2012 and 2021, inclusive, in an amount sufficient to provide the funds to pay when due the principal of and interest on the Bonds, heretofore issued by the Village, pursuant to authority contained in the Ordinance aforesaid. It is further found and determined that the President and Board of Trustees deems it advisable and in the best interests of the Village to provide for abatement of the taxes heretofore levied for the year 2019 pursuant to the Ordinance.

SECTION 2

That the taxes heretofore levied for the Series 2013A Bonds be and the same are hereby abated as follows:

Year of Levy – 2019

Tax Levied in the Ordinance - \$1,087,675

Amount of Tax to be Abated - \$1,087,675

Remainder of Tax Levied which is to be Extended – \$-0-

SECTION 3

That forthwith as soon as this Ordinance becomes effective, a copy hereof, duly certified by the Village Clerk of said Village, which certificate shall recite that this Ordinance has been adopted by the President and Board of the Trustees of said Village and is in full force and effect, shall be filed with the County Clerks of Cook and Will Counties, Illinois, and said Ordinance shall constitute authority for the County Clerks for the year 2019 to abate the said levy in the amount of \$1,087,675 heretofore levied for said year and as shown hereinabove.

SECTION 4

That all Ordinances of parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage and approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0788
Orig. Department:	Finance Department
File Name:	G.O. Refunding Bonds, Series 2013C Abatement - 2019 Levy - Ordinance

BACKGROUND:

During the FY2020 budget process, the Village Board approved a 2019 property tax levy abatement, in the amount of \$1,328,056 for the GO Refunding Bonds, Series 2013C.

BUDGET IMPACT:

The total abatement of \$1,328,056 will be funded by a loan from the Village's Home Rule Sales Tax Fund to the Village's Debt Service Fund, Series 2013C.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2019 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2019 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), on the 15th day of April, 2013, did adopt Ordinance No. 4813, authorizing the issuance of \$9,430,000 General Obligation Refunding Bonds, Series 2013C, of the Village; and

WHEREAS, said Ordinance was in full force and effect forthwith upon its passage, approval and publication, and thereafter a certified copy thereof was duly filed in the Office of the County Clerk of the Counties of Cook and Will (the "County Clerks") on the 26th day of April, 2013, and the 25th day of April, 2013, respectively ; and

WHEREAS, the Ordinance did provide for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2013 to 2025 inclusive, in an amount sufficient to pay the principal of and interest on the Bonds when due; and

WHEREAS, the President and Board of Trustees of the Village hereby find and determine that it is advisable and necessary to provide for abatement of a portion of the tax heretofore levied for the year 2019.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION I

That it shall be and it is found and determined that the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, have provided for the levy of a direct annual tax upon all taxable property within the Village in and for each for each of the years 2013 to 2025, inclusive, in an amount sufficient to provide the funds to pay when due the principal of and interest on the Bonds , heretofore issued by the Village, pursuant to authority contained in the Ordinance . It is further found and determined that the President and Board of Trustees deem it advisable and in the best interests of the Village to provide for abatement of a portion of the taxes heretofore levied for the year 2019 set forth in Section 12 of the Ordinance.

SECTION 2

That the taxes heretofore levied for the Bonds be and the same are hereby abated as follows:

Year of Levy – 2019

Tax Levied in Bond Ordinance - \$1,328,056

Amount of Tax to be Abated - \$1,328,056

Remainder of Tax Levied which is to be Extended – \$-0-

SECTION 3

That forthwith as soon as this Ordinance becomes effective, a copy hereof, duly certified by the Village Clerk of said Village, which certificate shall recite that this Ordinance has been adopted by the President and Board of the Trustees of said Village and is in full force and effect, shall be filed with the County Clerks , and this Ordinance shall constitute authority for the County Clerks for the year 2019 to abate the said levy in the amount of \$1,328,056 heretofore levied for said year and as shown hereinabove.

SECTION 4

That all Ordinances of parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage and approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0790
Orig. Department:	Finance Department
File Name:	G.O. Refunding Bonds, Series 2016 Abatement - 2019 Levy - Ordinance

BACKGROUND:

During the FY2020 budget process, the Village Board approved a 2019 property tax levy abatement, in the amount of \$616,750 for the GO Refunding Bonds, Series 2016.

BUDGET IMPACT:

The total abatement of \$616,750 will be funded by revenues of the Water & Sewer Fund.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2019 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2019 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$6,535,000 GENERAL OBLIGATION BONDS, SERIES 2016, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, BEING ORDINANCE NO. 5082 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 18th DAY OF APRIL, 2016.

WHEREAS, the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), on the 18th day of April, 2016 did adopt an Ordinance being Ordinance No. 5082, authorizing the issuance of \$6,535,000 General Obligation Bonds, Series 2016 of said Village; and

WHEREAS, said Ordinance was in full force and effect forthwith upon its passage, approval and publication, and thereafter a certified copy thereof was duly filed in the Office of the County Clerk of the Counties of Cook and Will on the 18th day of April, 2016; and

WHEREAS, said Ordinance did authorize the issuance of General Obligation Bonds, and did provide for the levy of a direct annual tax upon all taxable property within the Village in and for each of the years 2016 to 2028 inclusive, in an amount sufficient to pay the principal of and interest on said bonds when due; and

WHEREAS, the President and Board of Trustees of the Village hereby finds and determines that it is advisable and necessary to provide for abatement of a portion of the tax heretofore levied for the year 2019.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION I

That it shall be and it is found and determined that the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, has provided for the levy of a direct annual tax upon all taxable property within the Village in and for each for each of the years 2017 and 2028, inclusive, in an amount sufficient to provide the funds to pay when due the principal of and interest on \$6,535,000 General Obligation Bonds Series 2016, heretofore issued by the Village, pursuant to authority contained in Ordinance No. 5082 aforesaid. It is further found and determined that the President and Board of Trustees deems it advisable and in the best interests of the Village to provide for abatement of a portion of the taxes heretofore levied for the year 2019 pursuant to Section 10 of said Ordinance No. 5082.

SECTION 2

That the taxes heretofore levied for the General Obligation Bonds, Series 2016 be and the same are hereby abated as follows:

Year of Levy – 2019

Tax Levied in Bond Ordinance - \$616,750

Amount of Tax to be Abated - \$616,750

Remainder of Tax Levied which is to be Extended – \$-0-

SECTION 3

That forthwith as soon as this Ordinance becomes effective, a copy hereof, duly certified by the Village Clerk of said Village, which certificate shall recite that this Ordinance has been adopted by the President and Board of the Trustees of said Village and is in full force and effect, shall be filed with the County Clerks of Cook and Will Counties, Illinois, and said Ordinance shall constitute authority for the County Clerks for the year 2019 to abate the said levy in the amount of \$616,750 heretofore levied for said year and as shown hereinabove.

SECTION 4

That all Ordinances of parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage and approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0860
Orig. Department:	Finance Department
File Name:	Sales Tax Rebate and Real Estate Tax Abatement (Von Maur) - Ordinance

BACKGROUND:

Per the Intergovernmental Agreement (IGA), this ordinance is to be brought the the Board for formal approval within sixty (60) days of the "Commencement Date", defined as "the date Von Maur receives the last of the final certificates of occupancy or final approvals for the project from all governmental agencies having jurisdiction over the design and construction of the Project". The Commencement Date was October 25, 2019.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance Number _____ entitled: AN ORDINANCE PROVIDING FOR SALES TAX REBATE AND REAL ESTATE TAX ABATEMENT

..T

AN ORDINANCE PROVIDING FOR SALES TAX REBATE AND REAL ESTATE TAX ABATEMENT

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WHEREAS, the home rule authority of the Village of Orland Park, as well as Sections 8-1-2.5 and 8-11-20 (65 ILCS 5/8-1-2.5 and 5/8-11-20) provides authority for the Village to rebate Retailers' Occupation and Service Occupation Taxes ("Sales Taxes") as well as to abate its taxes in relation to specific property as an economic development incentive; and

WHEREAS, in "An Intergovernmental Agreement Among the Village of Orland Park, Consolidated High School District 230, Orland School District 135, Orland Fire Protection District, Board of Library Trustees of the Village of Orland Park and Von Maur, Inc. Relative to the Development of the former Carson Pirie Scott & Co. Property," dated October 17, 2018 ("IGA"), the President and Board of Trustees of the Village previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in Exhibit A-1, attached hereto and made a part hereof ("Subject Property"), in order to encourage a commercial firm to redevelop the Subject Property; and

WHEREAS, the conditions of the IGA for the rebate of Sales Taxes and abatement of a portion of the taxes on the Subject Property have been met; and

WHEREAS, in the IGA, this President and Board Trustees previously determined such rebate of Sales Taxes and abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

This President and Board of Trustees hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

SECTION 2

The County Clerk of Cook County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the Village of Orland Park according to the rate set forth in Section 3 below, but exclusive of any levy or levies for debt service of general applicability to all taxable property within the Village ("Abatement Rate"), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the VILLAGE, the VILLAGE Sales Tax Rebates and VILLAGE building permit and inspection fee waivers, together with real estate taxes levied against the Subject Property and abated in previous

and future years by all other taxing districts, except for the Village of Orland Park, exceed the total of EIGHT MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00).

SECTION 3

The Abatement Rate shall be an annual amount limited to One Hundred Percent (100%) of the real estate taxes (not including tax levies for debt service) to be extended on the Subject Property for the 2017 tax year on behalf of the VILLAGE.

SECTION 4

The Village shall, no less frequently than annually, advise the County Clerk in writing as to the monetary benefits received by Von Maur from the Village, Consolidated High School District 230, Orland School District 135, Orland Fire Protection District and Board of Library Trustees of the Village of Orland Park as a result of the Real Estate Tax Abatements, Sales Tax Rebates and waivers of Village building permit and inspection fees.

SECTION 5

The Village President and Clerk of this Village are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of Cook County, Illinois.

SECTION 6

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

Published in pamphlet form this _____ day of _____, 2019.

EXHIBIT A-1

Legal Description of Subject Property

For APN/Parcel ID(s): 27-10-300-012-0000

A tract of Land in the South ½ of Section 10, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing on the West Line of said Section 10 a distance of 1274.60 feet North of the South Line of said Section 10: thence North 00 degrees 01 minutes 40 seconds East 104.00 feet along the West line of said South 1/2;; thence South 89 degrees 58 minutes 20 seconds East 50.40 feet; thence South 77 degrees 59 minutes 08 seconds East 40.93 feet; thence South 89 degrees 58 minutes 20 seconds East 231.61 feet; thence South 83 degrees 35 minutes 28 seconds East 156.17 feet; thence due East 512.84 feet; thence South 30 degrees West 31.75 feet; thence due East 65.60 feet; thence South 79 degrees 42 minutes 36 seconds East 64.98 feet; thence North 45 degrees East 25.15; thence South 44 degrees 59 minutes 08 seconds East 80.59 feet; thence North 45 degrees 04 minutes 08 seconds East 56.63 feet; thence South 45 degrees 00 minutes 25 seconds East 248.71 feet; thence South 44 degrees 57 minutes 32 seconds West 55.89 feet; thence South 44 degrees 54 minutes 17 seconds East 30.09 feet; thence South 45 degrees West 231.20 feet; thence due South 475.24 feet; thence South 26 degrees 32 minutes 43 seconds West 45.50 feet to a point on curve; thence Northwesterly on a curve convex to the South West having a radius of 1536.30 feet; an arc distance of 320.54 feet and a chord bearing of North 57 degrees 28 minutes 38 seconds West to a point of compound curve, thence Northwesterly on a curve convex to the South West having a radius of 1414.59 feet, and arc distance of 296.29 feet and chord bearing of North 45 degrees 30 minutes West to a point of compound curve; thence Northwesterly on a curve convex to the South West having a radius of 1949.66 feet, an arc distance of 576.12 feet and a chord bearing of North 31 degrees 02 minutes 04 seconds West to a point; thence South 67 degrees 25 minutes 52 seconds West 12.50 feet to a point on curve; thence Northwesterly on a curve convex to the North East having a radius of 30 feet, an arc distance of 35.29 feet and a chord bearing of North 56 degrees 16 minutes 12 seconds West to a point of Tangent; thence North 89 degrees 58 minutes 20 seconds West 285.74 feet; thence South 78 degrees 01 minute 15 seconds West 40.86 feet; thence North 89 degrees 58 minutes 20 seconds West 50.83 feet to the place of beginning, all in Cook County, Illinois.

REQUEST FOR ACTION REPORT

File Number:	2019-0867
Orig. Department:	Finance Department
File Name:	Proposed 2020 Property Tax Levy - Public Hearing

BACKGROUND:

Legal notices for this Public Hearing were published in the Daily Southtown Newspaper setting forth the date, time and location at 7:00 p.m. on December 2, 2019, at the Village of Orland Park Village Hall.

The December 2nd Board agenda includes an item approving the 2019 property tax levy that is reflected in the FY2020 budget. There is a statutory requirement to hold a Truth in Taxation Public Hearing if the proposed corporate and special purpose components of the levy exceed 105% of the prior years' corporate and special purpose levy extension. Although the Village's overall 2019 levy is equal to the overall 2018 levy, the corporate and special purpose components of the 2019 levy exceed 105% of the corporate and special purpose components of the 2018 extended levy; therefore, a Truth in Taxation Public Hearing is required (see attached "Black Box" Public Hearing notification).

The reason this occurred is the overall debt service portion of the Village's levy decreased by approximately \$1.746 million due to the roll off of the GO Refunding Bonds, Series 2011, as well as an additional abatement of the GO Refunding Bonds, Series 2012A. Funding for the additional abatement was excess cash available in debt service funds that had previously been paid in full. In addition, the library's overall levy decreased by approximately \$222,000 due to a reduction in debt service of approximately \$444,000, offset by an increase in the library's corporate levy of approximately \$222,000.

The overall Village tax levy (excluding the Library levy) remains at \$13.425 million, which is the exact same levy amount as the prior eight years. Some of the amounts that were previously dedicated for debt service that has been fully retired have been reallocated to the remaining elements of the Village's property tax levy, resulting in the Black Box requirement. In essence, the property tax revenue that was previously dedicated for certain debt service has been reallocated to the Corporate, Police Pension, IMRF, FICA and Recreation levy line items.

BUDGET IMPACT:

REQUESTED ACTION:

I move to adjourn the public hearing for the 2020 property tax levy.

NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR THE VILLAGE OF ORLAND PARK

- I. A public hearing to approve a proposed property tax levy increase for the Village of Orland Park for 2019 will be held on Monday, December 2, 2019, at 7:00 p.m. at the Village Board Room located at the Orland Park Village Hall, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462.
Any person desiring to appear at the public hearing and present testimony to the taxing district may contact John Mehalek, Village Clerk, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462, telephone number (708) 403-6150.
- II. The corporate and special purpose property taxes extended or abated for 2018 were \$16,312,438. The Proposed corporate and special purpose property taxes to be levied for 2019 are \$17,805,314. This represents an 9.15% increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2018 were \$4,312,106.
The estimated property taxes to be levied for debt service and public building commission leases for 2019 are \$1,916,767. This represents a 55.6% decrease over the previous year.
- IV. The total property taxes extended or abated for 2018 were \$20,624,544. The estimated total property taxes to be levied for 2019 are \$19,722,080. This represents a 4.38% decrease over the previous year.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS.
By: John Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2019-0866
Orig. Department:	Finance Department
File Name:	Public Hearing for Fiscal Year 2020 Budget - Approval

BACKGROUND:

The tentative annual budget for Fiscal Year 2020 was published and made available for public inspection on November 15, 2019. The FY2020 budget reflects total revenues of \$151,127,873 and total expenditures of \$156,127,231. The variance between FY2020 revenues and FY2020 expenditures is funded by prior years' operating surplus.

Anyone wishing to ask questions regarding the budget may do so at this time.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve adjourning the Fiscal Year 2020 Budget public hearing.

REQUEST FOR ACTION REPORT

File Number:	2019-0813
Orig. Department:	Development Services Department
File Name:	143rd Street Widening, CBBEL's Contract Modification and Extension

BACKGROUND:

On May 28, 2014, Christopher B. Burke Engineering, Ltd. (CBBEL) was awarded a contract to provide Phase I Engineering Services for 143rd Street widening for a total professional fee of \$859,103. On June 25, 2017, the Village extended CBBEL's contract (Supplement #1) for additional services in the amount of \$249,968.

Since the approval of Supplement #1 in 2017, IDOT has come up with a new or modified design and engineering requirements resulting in additional scope of services that were not included in the original contract. Some examples of IDOT's new or modified requirements include new traffic data, updated crash analysis, new rainfall data for drainage study, retaining wall design (which is typically done in Phase II), Intersection Design Studies, and environmental studies for historic homes and related public involvement activities. The Village then requested CBBEL develop a proposal for the additional scope of services to meet the new project requirements. The attached three documents, provided by CBBEL, outline the added scope of services, hours, and resulting professional fees. The following is a brief summary of scope items that need to be added in order to complete Phase I Engineering:

1. Traffic Data Collection and Analysis - In October 2018, CMAP adopted projected traffic volumes for 2050. The 143rd Street project is currently designed for projected 2040 traffic volumes. This effort will update the traffic study with the new traffic data.
 2. Crash Analysis Report - Update the crash analysis for the most recent five-years (2013 - 2017). Previously, it was completed for 2012 - 2016.
 3. Location Drainage Study - In March 2019, the Illinois State Water Survey (ISWS) released an update to Bulletin 70, which provides rainfall frequency data utilized in design of the roadway storm sewer system. This effort will address IDOT's requested drainage design modifications by updating the previously completed study with the new rainfall data.
 4. Retaining Wall Analysis - Complete retaining wall analysis for eleven (11) walls over 7-feet in exposed height. The original scope included three (3) walls.
 5. Alternate Geometric and Streetscape Studies in the Old Orland and Downtown Areas - including:
 - a. 143rd Street/Southwest Highway/Union Street intersection
 - b. Metra Parking Impact and Mitigation
 - c. 143rd Street and Wolf Road Intersection/Impact of Yunker School House
 - d. Preferred Alternative Geometric Design Update (including providing 5-feet of space behind all retaining walls). IDOT made this a requirement for future maintenance purposes. The typical roadway section will be modified from 17ft to 12ft wide median between Deer Haven Lane and
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Ridge Avenue and new curb ramps at 22 locations.

6. Intersection Design Studies (IDS) - These include:

- a. Revisions to the IDS for 143rd Street and Wolf Road intersection
- b. Update design documents to accommodate IDOT's policy change for design vehicle to WB-65 (multi-unit truck)
- c. Detailed traffic signal layout and phasing plan for the 143rd Street/Southwest Highway/Union Street Intersection. This is a unique intersection due to the proximity of existing rail road crossing and nontraditional roadway approaches. This level of design is typically required in Phase II Engineering. However, is requiring detailed layout of this intersection to ensure intersection design including pole locations, sightlines, and signal phasing reflected in the IDS is feasible.

7. Railroad Coordination - Coordinate intersection layout and signal infrastructure with the various railroad, local and state agencies regarding the existing railroad crossing located on 143rd Street, just east of Southwest Highway.

8. Additional Environmental Studies - There are thirteen (13) historic properties located within the project limits. This task includes additional Section 106 coordination for the historic properties. Seven historical properties have proposed property acquisition and individual exhibits will be prepared for each property for coordination with the Orland Park Planning Commission, IDOT BDE Cultural Resources Unit and IDNR State Historic Preservation Officer (SHPO). Orland Park's Planning Commission acts as the Historic Commission for SHPO.

9. Forest Preserve Coordination - Previously this task was assigned to Lokota Group. To reduce project costs, CBBEL will coordinate with the Forest Preserve.

10. Public Involvement/Meetings - Previously this task was assigned to Lokota Group. To reduce project costs, CBBEL will be performing public involvement activities including meetings with Village's Planning Commission who also acts as Village's Historic Commission.

11. Geotechnical Investigations for the additional eight (8) retaining walls and related elements identified during engineering process.

12. Project Management and Quality Control/Assurance

Note: Detailed scope of services, man-hour projections, and professional fees are provided in the attached documents.

Current Request

To complete the added tasks outlined above, CBBEL is requesting additional professional fees. The staff is recommending the following two supplements for CBBEL to complete Phase I Engineering Services:

Supplement #2 - Zero Dollar Amendment to the Existing Federal Services Agreement through IDOT:

This includes processing a Zero Dollar amendment to the existing federal services agreement through IDOT, which does not change the upper limit of the current federal engineering services contract amount (\$1,109,071). The current remaining contract balance is \$175,413, the majority of which is for CBBEL's sub-consultant services that are not required at this time with the exception of Huff & Huff, Inc., (environmental sub-consultant) who has \$3,550 for its services.

CBBEL is proposing to reallocate \$171,863 of these funds to CBBEL and Huff & Huff. These include reallocating \$159,240 to CBBEL and \$12,623 to Huff & Huff. This is a first step to move forward with ongoing critical Phase I Engineering tasks prior to processing Supplement #3. Since this is a federal contract, a Zero Dollar Supplemental Agreement must be approved by the Village and processed with IDOT to reallocate funds from one firm to another. This typically takes eight weeks to process once submitted to IDOT. As a Zero Dollar Amendment, the agreement's upper limit is not modified and therefore, no additional funding is required at this time. Some of the design and engineering services have been moved from Phase I to Phase II (e.g., retaining wall design and engineering services) where the Village expects to save significant professional fees (if we get IDOT funding for Phase II and split the professional fees at 70/30 between IDOT and the Village). The attached documents show the proposed reallocation of funds, and Attachment A includes the CBBEL scope of services.

The Village has been and will continue to pursue IDOT to fund Phase II Engineering Services and construction of 143rd Street widening. If the Village gets IDOT funding, Phase II Engineering services will be split between IDOT and the Village at 70% and 30%, respectively. IDOT funding would provide significant savings to the Village in Phase II Engineering services.

Supplement #3 - Request for Additional Funds:

CBBEL is requesting an additional \$363,394 in additional funds to complete Phase I Engineering. The additional funds are for work that is required by IDOT to complete Phase I Engineering but not included in the current federal engineering services agreement. This supplement contains \$223,958 for Wang Engineering (CBBEL's sub-consultant) to complete IDOT required geotechnical field work. \$139,436 is for CBBEL to complete remaining necessary tasks. This supplement would be funded by Village's CIP funds.

Over the last several months, Village staff has worked with CBBEL's team and with IDOT's input, to reduce the Phase I scope of work required for its completion, specifically for geotechnical and structural design elements. At staff's request and to show CBBEL is working with the Village's on this project, they have eliminated the fixed fee (i.e.; profit) associated with Supplement #3. This reduction helps minimize the additional cost to the Village by \$20,825.

BUDGET IMPACT:

Sufficient funds for Supplement #3 are presently included in the draft 2020 Capital Improvement budget.

REQUESTED ACTION:

I move to approve the proposal from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for the 143rd Street Widening, Phase I Engineering Services for Supplement #2 - Zero Dollar Amendment to the Existing Federal Services Agreement through IDOT.

and

I move to approve the proposal from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for the 143rd Street widening for an additional \$363,394 in professional fees to complete Phase I Engineering Services (Supplement #3).



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 13, 2019

Village of Orland Park - Department of Development Services
Planning & Engineering Division
14700 Ravinia Avenue
Orland Park, IL 60462

Attention: S. Khurshid Hoda, CPP
Director | Programs and Engineering Services

Subject: 143rd Street Improvements (Wolf Road to Southwest Highway)
Supplement #2 & #3

Dear Mr. Hoda:

In follow-up to recent discussions, we are submitting the enclosed documentation for Supplement #2 and #3 to address additional level of effort and new scope of services that are required by IDOT to complete Phase I Engineering for the subject project. Based on discussions with IDOT, CBBEL reached its upper limit of compensation within the existing contract in August 2019. In order to continue forward with completing Phase I Engineering by Spring 2020, CBBEL is requesting Village approval for two independent contractual items as follows:

1. Supplemental #2: Supplement #2 includes processing a Zero Dollar amendment to the existing federal services agreement thru IDOT, which does not change the upper limit of the current federal engineering services contract amount (\$1,109,071). The current remaining contract balance is \$175,413. These funds are for subconsultant services that are not required at this time, with exception of subconsultant Huff & Huff who has \$3,550 remaining for necessary environmental analyses. We are proposing to reallocate a total of \$171,863 of the remaining contract balance, \$159,240 to CBBEL and \$12,623 to environmental subconsultant, Huff & Huff, Inc., as a critical first step to move forward with ongoing critical Phase I Engineering tasks prior to processing Supplement #3. Since this is a federal contract, a Zero Dollar Supplemental Agreement must be approved by the Village and processed with IDOT to reallocate funds from one firm to another, which typically takes 8 weeks to process once submitted. As a Zero Dollar amendment, the agreement upper limit is not modified and therefore no additional funding is required by the Village of Orland Park for Supplement Agreement #2. Enclosed is the required engineering agreement for Supplement #2 including Exhibit A that shows the proposed reallocation of funds, and Attachment A that includes the CBBEL scope of services.
2. Supplemental #3: Supplement #3 would be a locally funded (Non-MFT) agreement processed by the Village of Orland Park at the earliest opportunity to provide \$363,394 in additional funding required to completed Phase I Engineering. The additional funds are for work that is required by IDOT to complete Phase I Engineering that is not included in the current federal engineering services agreement. This supplement contains \$223,958 for IDOT required geotechnical field work performed by subconsultant Wang Engineering. \$139,436 is for CBBEL to complete remaining necessary tasks. Over the last 10 months, CBBEL has worked in

partnership with the Village to reduce the scope of work required for Phase I completion that is acceptable to IDOT, specifically for geotechnical and structural design elements. Enclosed is a letter form agreement for Supplement #3 including the detailed scope of services, work hours estimate and cost estimate of consultant services (CECS) form. As previously discussed, and as shown in the CECS form, CBBEL has eliminated the fix fee (i.e.; profit) with Supplement #3 in a cooperative effort to minimize the additional cost to the Village (\$20,825). This additional fee will complete Phase I Engineering assuming the scope of work is not modified.

Refer to Attachment 1 – Table 1 Contract Summary & Proposed Modifications and Table 2 Supplement Task Item Summary.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Michael Matkovic, P.E.

Vice President - Phase I Engineering Department

Attachments: Attachment 1, Supplement #2, Supplement #3

ATTACHMENT 1

Table 1 - Contract Summary& Proposed Modifications


Firm	Phase I Engineering Role	Original Contract May 28, 2014 (Federal Contract)	Supplement #1 June 25, 2017 (Federal Contract)	Total Current Budget	Total Remaining Budget	Supplement #2 Zero Dollar Amendment (Federal Contract)	Supplement #3 Local Supplement (Village Funded)	Total Remaining Cost to Complete Phase I Engineering
Christopher B. Burke Engineering)	Prime Consultant	\$665,867	\$249,968	\$915,835	\$0	\$159,240	\$139,436	\$298,667
Bowman, Barrett & Associates, Inc. ¹	Structural Design	\$27,871	\$0	\$27,871	\$27,871	(\$27,871)	\$0	\$0
Wang Engineering, Inc. ²	Geotechnical	\$93,837	\$0	\$93,837	\$93,837	(\$93,837)	\$223,958	\$223,958
The Lakota Group ¹	Planning/ Public Involvement	\$50,155	\$0	\$50,155	\$50,155	(\$50,155)	\$0	\$0
Huff & Huff, Inc.	Environmental Studies	\$21,373	\$0	\$21,373	\$3,550	\$12,623	\$0	\$16,173
TOTAL		\$859,103	\$249,968	\$1,109,071	\$175,413	\$0	\$363,394	\$538,807

1 - Services no longer required. Funds will be reallocated.

2 - Wang Engineering original scope within Federal contract of \$93,837 does not cover the required revised scope of work and is entirely included in Supplement #3.

Table 2 –Supplement Task Item Summary

	Supplement #2 Zero Dollar Amendment (Federal Contract)	Supplement #3 Local Supplement (Village Funded)
Prime Consultant Task Items		
Task 1 - Data Collect, Compilation, Review & Eval.		
Task 2 - Topographic Survey		
Task 3 - Traffic Data Collection & Analysis	X	
Task 4 - Crash Analysis Report	X	
Task 5 - Location Drainage Study	X	
Task 6 - Retaining Wall Analysis/T,S&L Drawings	Re-Allocated	
Task 7 - Alt. Geometric & Streetscape Studies	X	X
Task 7b - Alt. Geometric Studies – Southwest Highway Int. (Contingency)		X
Task 8 - Traffic Maintenance Analysis		
Task 9 - Intersection Design Studies	X	X
Task 9b - Intersection Design Studies – Southwest Highway Int. (Contingency)		X
Task 10 - Railroad Coordination	X	
Task 11 - Utility Coordination		
Task 12 - Prepare Environmental Studies	X	X
Task 12b – Section 106 / Section 4(f) Adverse Effect Finding (Contingency)		X
Task 13 - Prepare Project Development		
Task 14 - Forest Preserve Coordination		
Task 15 - Public Involvement/Meetings		X
Task 16 - Geotechnical Investigation		X
Task 17 - Project Administration & QC/QA	X	X
Direct Costs		X
Subconsultants		
Task 18 - Bowman, Barrett & Associates, Inc.	Re-Allocated	
Task 19 - Wang Engineering, Inc.	Re-Allocated	X
Task 20 - The Lakota Group	Re-Allocated	
Task 21 - Huff & Huff, Inc.	X	

Local Public Agency Village of Orland Park	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation Supplemental Agreement No. 2 Zero Dollar Change	CONSULTANT	Consultant Christopher B. Burke Engineering Ltd.
County Cook				Address 9575 W. Higgins Road, Suite 600
Section 14-00072-00-WR				City Rosemont
Project No. M-4003 (269)				State IL
Job No. P-91-180-14				Zip Code 60018
Contact Name/Phone/E-mail Address S. Khurshid Hoda, CPP Director Program/Eng. /708-295-4276 khoda@orlandpark.org				Contact Name/Phone/E-mail Address Michael Matkovic, PE Vice President / 847-823-0500 mmatkovic@cbbel.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name 143rd Street Route FAU 1600 Length 1.64 Structure No. _____
Termini Wolf Road to Southwest Highway

Description This supplemental agreement includes a zero dollar change to reallocate structural T,S&L work by Christopher B. Burke Engineering; retaining wall feasibility study work by subconsultant Bowman, Barrett & Associates; geotechnical investigations by subconsultant Wang Engineering; streetscape studies by subconsultant The Lakota Group to Christopher B Burke Engineering for extra level of effort for traffic studies, crash analysis update, location drainage studies, alternative geometric studies, intersection design studies, environmental studies and project administration, and to subconsultant Huff & Huff, Inc. for traffic noise report update.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 360 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☒ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$159,239.60

Sub-Consultants:	TIN Number	Agreement Amount
Huff & Huff, Inc.	36-3044842	\$12,623.15
Bowman, Barrett & Associates, Inc.	36-3680375	(\$27,871.25)
Wang Engineering, Inc.	36-3191909	(\$93,836.70)
The Lakota Group	36-3885664	(\$50,154.80)
Sub-Consultant Total:		(\$159,239.60)
Prime Consultant Total:		\$159,239.60
Total for all Work:		\$0.00

Executed by the LPA:

Village of Orland Park

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Michael Kerr - Christopher B. Burke Engineering Ltd.

By: Sherry Sporina

By: Michael Kerr

Title: Notary Public

Title: Executive Vice President

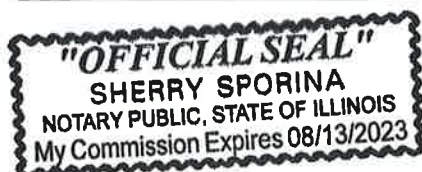


Exhibit A - Preliminary Engineering - Supplement Agreement No. 2 - Aero Dollar Reallocation

Cost Estimate of Consultant Service

FIRM	Christopher B. Burke Engineering, Ltd.
Local Agency	Orland Park
Section	14-00072-00-WR
Project	143rd Street
Job No:	

OVERHEAD RATE	130.82%
COMPLEXITY FACTOR	0

DATE **10/07/19**

Cost Plus Fixed Fee 1	14.50% [DL+R(DL) +OH(DL)+IHDC]
-----------------------	--------------------------------

ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
3. Traffic Data Collection and Analysis	20	771.21	1,008.90		268.38				2,048.49	n/a
4. Crash Analysis Report	50	1,928.03	2,522.24		670.95				5,121.22	n/a
5. Location Drainage Study	125	5,652.82	7,395.02		1,967.18				15,015.02	n/a
6. Retaining Wall Analysis/T,S&L Drawings	-106	-4,756.48	-6,222.43		-1,655.26		-27,871.25		-40,505.41	n/a
7. Alternate Geometric Studies and Streetscape Studies within the Old Orland/Downtown Area	872	34,710.16	45,407.83		12,079.14		-40,114.80		52,082.33	n/a
9. Intersection Design Studies	186	9,021.46	11,801.87		3,139.47				23,962.80	n/a
10. Railroad Coordination	16	777.60	1,017.26		270.60				2,065.46	n/a
12. Prepare Environmental Studies	192	8,026.96	10,500.87		2,793.38		12,623.15		33,944.36	n/a
14. Forest Preserve Coordination		0.00	0.00		0.00		-5,020.00		-5,020.00	n/a
15. Public Involvement/Meetings		0.00	0.00		0.00		-5,020.00		-5,020.00	n/a
16. Geotechnical Investigation		0.00	0.00		0.00		-93,836.70		-93,836.70	n/a
17. Project administration and Quality Control/Assurance	68	3,818.40	4,995.23		1,328.80				10,142.43	n/a
TOTALS	1423	59,950.16	78,426.79	0.00	20,862.65	0.00	-159,239.60	0.00	0.00	0.00%

Name	Christopher B. Burke Engineering, Ltd.
Address	9575 W. Higgins Road, Rosemont, IL 60018
Telephone	847-823-0500
TIN Number	36-3468939

Local Agency	Village of Orland Park
Section Number	14-00072-00-WR
Project Number	M-4003 (289)
Job Number	P-91-180-14

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Huff & Huff, Inc.	36-3044842	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date _____

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village Orland Park		Cook	14-00072-00-WR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP		CMAQ	06-00-0042

☐ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Engineering

Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-180-14	M-4003(269)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
143rd Street (IL Route 7)	FAU 1600	1.64 mi	From	To
			1.00	2.64

Location Termini

Wolf Road to Southwest Highway

Current Jurisdiction	Existing Structure Number(s)	Add Location
IDOT	N/A	Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Attachment A - Supplemental Scope
<input type="checkbox"/>		

Add Row

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this amendment and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

The above signature certifies the agency's Tin number is
366006035 conducting business as a Governmental Entity.

Duns Number 010609261

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Chief Fiscal Officer (CFO)

Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Village Orland Park	Cook	14-00072-00-WR

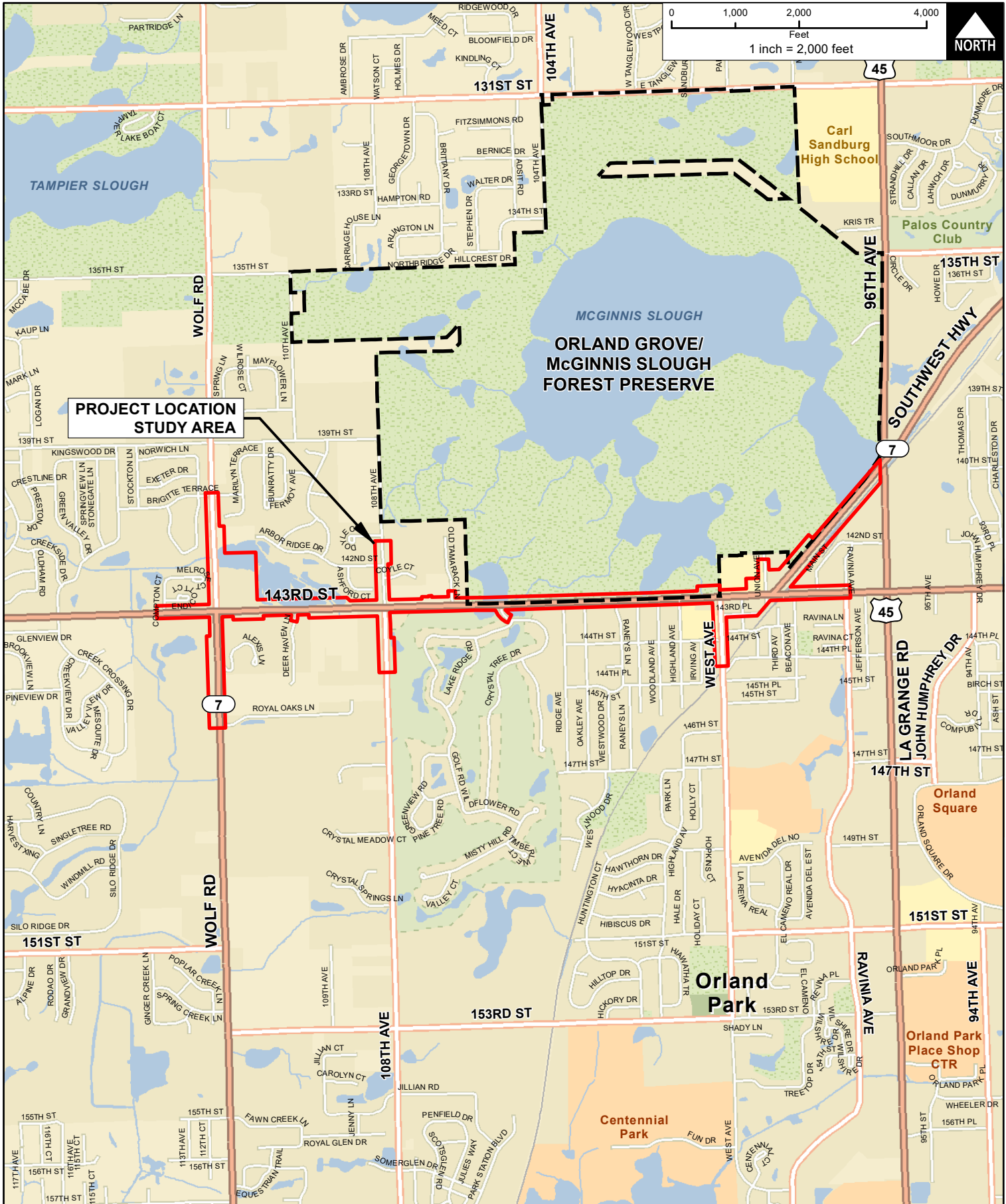
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-180-14	M-4003(269)		

DIVISION OF COST											
	Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
-	Preliminary Engineering	STU	\$0.00	0%					\$0.00	0%	\$0.00
-											
-											
-											
-											
-											
-											
-											
-											
-											
-											
Total			\$0.00		Total			Total	\$0.00		\$0.00
Add											

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

Zero dollar reallocation

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



CLIENT:



**VILLAGE OF
ORLAND PARK**

TITLE:

PROJECT LOCATION MAP

PROJ. NO. 140381

DATE: 08/09/2019

SHEET 1 OF 1

ATTACHMENT:

A



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

DSGN.		SCALE:	1:24,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	8/12/2019
FILE:	Location Map Attachment A		

Cost Estimate of Consultant Service

FIRM	Christopher B. Burke Engineering, Ltd.
Local Agency	Orland Park
Section	14-00072-00-WR
Project	143rd Street
Job No:	

Cost Plus Fixed Fee 1	14.50% [DL+R(DL) +OH(DL)+IHDC]
-----------------------	--------------------------------

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AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Orland Park
Section 14-00072-00-WR
Project 143rd Street
Job No:

DATE 10/07/19

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			3. Traffic Data Collection a			4. Crash Analysis Report			5. Location Drainage Study			6. Retaining Wall Analysis			7. Alternate Geometric Stud		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	60	4.22%	2.96				2	4.00%	2.80	2	1.60%	1.12	-2	1.89%	1.32	8	0.92%	0.64
Engineer V	59.56	-6	-0.42%	-0.25							6	4.80%	2.86	-20	18.87%	11.24	8	0.92%	0.55
Engineer IV	48.60	384	27.02%	13.13	5	25.00%	12.15	8	16.00%	7.78	32	25.60%	12.44				180	20.64%	10.03
Engineer III	40.10	410	28.85%	11.57	8	40.00%	16.04	20	40.00%	16.04	53	42.40%	17.00	-60	56.60%	22.70	300	34.40%	13.80
Engineer I/II	29.63	275	19.35%	5.73	7	35.00%	10.37	20	40.00%	11.85							248	28.44%	8.43
Env Res Specialist V	64.00	0																	
Env Res Specialist IV	48.25	54	3.80%	1.83															
Env Res Specialist III	36.66	26	1.83%	0.67															
Env Res Technician	32.75	0																	
Landscape Architect	48.50	0																	
Survey V	70.00	0																	
Survey IV	59.00	0																	
Survey III	50.50	0																	
Survey II	35.77	0																	
Survey I	25.45	0																	
Survey Intern		0																	
CAD Manager	52.13	142	9.99%	5.21							12	9.60%	5.00				88	10.09%	5.26
Asst. CAD Manager	47.33	0																	
CAD II	42.47	-4	-0.28%	-0.12							20	16.00%	6.80	-24	22.64%	9.62			
CAD I	32.50	0																	
Engineering Technician	59.00	0																	
Engineering Technician	43.00	0																	
Engineering Technician	42.88	0																	
Engineering Technician	35.85	0																	
GSI Specialist III	41.00	0																	
GSI Specialist I/II	24.00	80	5.63%	1.35													40	4.59%	1.10
Engineering Intern	13.50	0																	
Administrative	28.18	0																	
TOTALS		1421	100%	\$42.09	20	100.00%	\$38.56	50	100%	\$38.47	125	100%	\$45.22	-106	100%	\$44.87	872	100%	\$39.81

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Orland Park
Section 14-00072-00-WR
Project 143rd Street
Job No: _____

DATE 10/07/19

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	9. Intersection Design Studies			10. Railroad Coordination			12. Prepare Environmental Stu			14. Forest Preserve Coordinat			15. Public Involvement/Meeting			16. Geotechnical Investigation		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	24	12.90%	9.03				4	2.08%	1.46									
Engineer V	59.56																		
Engineer IV	48.60	40	21.51%	10.45	16	100.00%	48.60	59	30.73%	14.93									
Engineer III	40.10	80	43.01%	17.25				9	4.69%	1.88									
Engineer I/II	29.63																		
Env Res Specialist V	64.00																		
Env Res Specialist IV	48.25							54	28.13%	13.57									
Env Res Specialist II	36.66							26	13.54%	4.96									
Env Res Technician	32.75																		
Landscape Architect	48.50																		
Survey V	70.00																		
Survey IV	59.00																		
Survey III	50.50																		
Survey II	35.77																		
Survey I	25.45																		
Survey Intern																			
CAD Manager	52.13	42	22.58%	11.77															
Asst. CAD Manager	47.33																		
CAD II	42.47																		
CAD I	32.50																		
Engineering Technici	59.00																		
Engineering Technici	43.00																		
Engineering Technici	42.88																		
Engineering Technici	35.85																		
GSI Specialist III	41.00																		
GSI Specialist I/II	24.00							40	20.83%	5.00									
Engineering Intern	13.50																		
Administrative	28.18																		
TOTALS		186	100%	\$48.50	16	100%	\$48.60	192	100%	\$41.81	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Orland Park
Section 14-00072-00-WR
Project 143rd Street
Job No: _____

DATE 10/07/19

SHEET 3 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	17. Project administration and																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	24	35.29%	24.71															
Engineer V	59.56																		
Engineer IV	48.60	44	64.71%	31.45															
Engineer III	40.10																		
Engineer I/II	29.63																		
Env Res Specialist V	64.00																		
Env Res Specialist IV	48.25																		
Env Res Specialist III	36.66																		
Env Res Technician	32.75																		
Landscape Architect	48.50																		
Survey V	70.00																		
Survey IV	59.00																		
Survey III	50.50																		
Survey II	35.77																		
Survey I	25.45																		
Survey Intern																			
CAD Manager	52.13																		
Asst. CAD Manager	47.33																		
CAD II	42.47																		
CAD I	32.50																		
Engineering Technician	59.00																		
Engineering Technician	43.00																		
Engineering Technician	42.88																		
Engineering Technician	35.85																		
GSI Specialist III	41.00																		
GSI Specialist I/II	24.00																		
Engineering Intern	13.50																		
Administrative	28.18																		
TOTALS		68	100%	\$56.15	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

ATTACHMENT A

143rd Street (IL Rt 7): Wolf Road to Southwest Highway Reconstruction Village of Orland Park

Phase I Engineering and Environmental Study 2nd Supplemental Agreement – Scope of Work Narrative November 2019

This zero-balance supplement compensates for additional level of effort that is required to complete Phase I Engineering and Environmental Studies for 143rd Street from Wolf Road to Southwest Highway. As the study has progressed there are numerous areas that are no longer required and will be reallocated to compensate for tasks that have required an additional level of effort not included within the original scope of work (2014) or 1st Supplemental Agreement (2016). This 2nd Supplemental Agreement does not increase the upper limit of the contract and re-allocates scope of work for Christopher B. Burke Engineering (Work Tasks 6), sub consultant Bowman, Barrett & Associates (Work Task 6), sub consultant Wang Engineering (Work Task 16) and sub consultant The Lakota Group (Work Tasks 7, 14 & 15) to supplement additional level of effort for Christopher B. Burke Engineering (Work Tasks 3, 4, 5, 7, 9, 10, 12 & 17) and sub consultant Huff & Huff (Work Tasks 12).

The below supplement scope of work reflects the outcome from recent IDOT coordination to defer a portion of the geotechnical investigations and all retaining wall Type, Size & Location (T,S & L) Drawings to Phase II Engineering (Retaining wall type evaluation must be performed in Phase I). From the latest roadway design, there are 28 total retaining walls, which have increased during design revisions to minimize impacts and accommodate detailed drainage design. A total of 11 walls have a height over 7-feet, which by IDOT Bureau of Local Roads policy, require a Structural Geotechnical Report (SGR) and structural T, S & L Drawings. The prior scope of work included geotechnical and T, S & L for 3 walls over 7-feet. Therefore, scope of work for Task 6 – Retaining Wall Analysis / T,S &L Drawings and Task 16 Geotechnical Investigations will be reduced or eliminated.

Other additional level of effort is for an update for 2050 traffic projects, crash analysis update, drainage design modifications, alternative geometric design modifications per IDOT request, Southwest Highway traffic signal layout and phasing plan per IDOT request, ICC/IDOT/Railroad coordination for Southwest Highway intersection design, environmental studies (EPFO surveys, Section 106 coordination, Traffic Noise Modal Update), and project administration.

Christopher B. Burke Engineering will be entering into a separate locally funded 3rd Supplemental Agreement with the Village of Orland Park to compensate for other additional level of effort that is required to complete Phase I Engineering and Environmental Studies for this project (Work Tasks 7, 9, 12, 15, 16 & 17).

Work Task 3 – Traffic Data Collection and Analysis

This task will include coordination with CMAP to obtain 2050 traffic projections per the October 2018 adopted On To 2050 Plan, which created an updated travel demand model. These traffic projections will be used to update the peak design hourly volumes that are utilized in intersection design studies (IDS), traffic noise analysis, and air quality analysis. A summary design hourly volume exhibit will be prepared.

Work Task 4 – Crash Analysis Report

This task includes one crash analysis update for the most recent 5 years of crash data (2013 – 2017). The current crash analysis report is for years 2012-2016. The crash analysis report and findings will be included in the Project Development Report.

Work Task 5 – Location Drainage Study

This task includes drainage design modifications to the proposed drainage system to address a change in IDOT design methodology and direction for this project. In March 2019 the Illinois State Water Survey released an update to Bulletin 70, which provides rainfall frequency data utilized in design of the roadway storm sewer system, culverts, ditches, detention facilities, and compensatory storage facilities. An additional level of effort is required to address IDOT's requested drainage design modifications and updates to address the newly released Bulletin 70.

Work Task 6 – Retaining Wall Analysis/T, S & L Drawings

Per IDOT District 1 coordination, the scope for this task will be modified to remove Type, Size & Location (T,S & L) drawings for retaining walls over 7-feet in exposed height from the scope of work and deferred to Phase II Engineering. The retaining wall feasibility study performed by subconsultant Bowman, Barrett & Associates will be removed from the scope of work. The remaining scope under this task will be redefined to include a Retaining Wall Type Study Memorandum prepared by CBBEL for 11 walls over 7-feet in exposed height to determine the appropriate wall types. A portion of the existing CBBEL scope will be reallocated and all of the Bowman, Barrett & Associates scope will be reallocated to other tasks that require an additional level of effort to complete Phase I Engineering.

The prior scope of work included T,S & L drawings for three walls. The current roadway design has a total of 28 retaining walls, with 11 over 7-feet exposed height. Per IDOT District Bureau of Local Roads Manual, all walls over 7-feet exposed height require a soil Geotechnical Report (SGR) and structural T,S & L drawing in Phase I Engineering. Due to the circumstances of this project, IDOT District 1 has allowed all T, S & L drawings for retaining walls to be deferred to Phase II Engineering. The geotechnical investigations performed by subconsultant Wang Engineering has been modified (Refer to Task 16).

Work Task 7 – Alternate Geometric Studies and Streetscape Studies within the Old Orland / Downtown Area

This task includes alternative geometric studies and geometric design of the preferred alternative.

Alternative Geometric Design

Further intersection alternative geometric design is required two locations:

1. 143rd Street / Southwest Highway / Union Street intersection & Metra Parking Impact Mitigation/Ultimate Plan – Further alternative evaluation for optimizing the design of Southwest Highway at the 143rd Street intersection is included in this task. Five alignment shift options will be evaluated via critical sections for Southwest Highway approaching 143rd Street with consideration of future development plans at the Southwest Highway/143rd Street intersection, avoidance of Forest Preserve District property along the west side of Southwest Highway, existing 18-foot tall retaining wall, and future expansion of the Southwest Highway Metra Commuter Lot. Two of the alignment shift options will have concept geometry developed and summary memorandum prepared. Due to the existing proximity of the existing Metra Commuter Lot to the existing Southwest Highway curb (9-foot separation), it is anticipated that the front row of parking adjacent to Southwest Highway will be impacted due to roadway widening. As such, mitigation of

parking stalls will be required as part of this project due to existing agreements between Metra and the Village of Orland Park. The replacement of impacted parking will be compatible with the future ultimate Southwest Highway Metra Commuter Lot expansion. Coordination regarding the ongoing development at the 143rd Street at Southwest Highway intersection is included in this task.

2. 143rd Street at Wolf Road Intersection – The current design assumed symmetrical widening about the existing roadway centerline. Two alignment shift alternatives of 143rd Street and Wolf Road will be evaluated and developed to look at impact avoidance and minimization to the Yunker School House (Historic property) as the southeast corner of the intersection. Coordination of the preferred intersection alternative will occur with the Village Planning Commission and IDOT under Task 12. The approved intersection design will be incorporated into the preferred alternative geometric design and 143rd Street and Wolf Road intersection design study (Task 9).

Alternative geometric designs will be evaluated at 28 retaining wall locations to determine feasibility of removing walls and minimizing the height for walls that must remain. This sub-task includes plan view design and cross section design evaluation.

Two design coordination meetings with IDOT Bureau of Programming and Bureau of Traffic are included for coordination of the roadway design for IL Route 7 (Southwest Highway, 143 Street, and Wolf Road), which they have jurisdiction over.

Preferred Alternative Geometric Design Update

This sub-task includes updates to the geometric design of the preferred alternative, which includes horizontal alignment design, vertical alignment design, plan and profile sheets (40 scale), typical sections, and cross sections. Sub design iterations are included for cross section design modifications for drainage.

Areas of the project that required updates include:

- Wolf Road and 143rd Street Intersection - the preferred geometric design was identified in the sub-task #2 above, which was the result of impact minimization of the Yunker School House. This includes 2,800 feet along Wolf Road and 2,000 feet along 143rd Street. The realignment along 143rd Street extends from Compton Court to Deer Haven Lane (2,000 feet). The realignment of Wolf Road extends 1,400 feet north and south of 143rd Street (2,800 feet).
- Design update to provide 5-feet behind all retaining walls along IL Route 7 (Southwest Highway, 143rd Street, and Wolf Road) for future maintenance purposes. This design request was made by IDOT. To accommodate this design change request, the typical section will be modified from a 17-foot wide median to 12-foot wide median between Deer Haven Lane and Ridge Avenue; 108th Street intersections will be omitted from this change (3,200 feet). This design change also required new curb ramp details at 22 locations.

Work Task 9 – Intersection Design Studies

This task includes revisions to the intersection design study (IDS) at the 143rd Street at Wolf Road intersection due to changes of the preferred geometric roadway design at the intersection to minimize impacts to the Yunker School House (potential National Historic Register Places. Previously an IDS had been finalized for the preferred geometric design at this intersection.

The IDS's will be prepared at a scale of 1" = 50' and will include the following:

- Preliminary intersection geometry and labeling (2 sheets)
- Signal layout
- Design and general notes

- Auto Turn design vehicle layout (2 sheets)
- Profile (3 sheets)
- ADA curb ramp details (8; 4 sheets)

IDOT design policy changed January 1, 2019 regarding design vehicles (necessitated from new State Law). All streets that intersect a State highway/route/roadway must accommodate a WB-65 (Multi Unit Truck) design vehicle (with encroachment). Additional auto-turn analysis will be performed, and additional IDS sheets prepared for the IDSs at Southwest Highway/Union Street, West Avenue, Crystal Tree, 108th Avenue, and Wolf Road. Geometric changes will be made accordingly so the WB-65 truck does not encroachment (jump) the curb but allow encroachment into adjacent travel lanes. IDS plan sheets will be revised accordingly.

From coordination with IDOT and the ICC, a detailed traffic signal layout and phasing plan will be prepared for the 143rd Street / Southwest Highway / Union Street intersection, which is adjacent to the 143rd Street/Norfolk Southern Railroad crossing. This is required due to the unique intersection design and proximity to existing railroad crossing. This level of detail is typically required during Phase II Engineering, but is being requested by IDOT to confirm the proposed intersection design and signal phasing reflected in the IDS is feasible. It is assumed that no significant geometric design changes will result from the detailed traffic signal layout and phasing plan.

The revised IDS's will be submitted to IDOT for review. Any review comments by IDOT will be incorporated into the final IDS's and submitted to IDOT for approval.

It has been confirmed with IDOT that the IDSs for the entire project can utilize 2040 design hourly volumes.

Work Task 10 – Railroad Coordination

This task includes coordination with the ICC, IDOT Railroad Unit, IDOT Bureau of Traffic, IDOT Bureau of Programming, Metra and Norfolk Southern Railroad regarding the existing railroad crossing of 143rd Street just east of Southwest Highway. An additional level of effort is required for this task due to the design complexity of the 143rd Street / Southwest Highway / Union Street intersection and proximity to the existing railroad crossing. Two meetings are included in this task (IDOT/ICC & Metra).

Work Task 12 – Prepare Environmental Studies

This task includes additional Section 106 coordination for 13 historic properties within the project study limits. Seven historical properties have proposed property acquisition and individual exhibits will be prepared for each property for coordination with the Orland Park Planning Commission, IDOT BDE Cultural Resources Unit and IDNR State Historic Preservation Officer (SHPO). With Orland Park being a Certified Local Government with the SHPO, preparation of materials for four meetings the designated preservation review commission (Village Planning Commission) to present effects of this project on the identified historic properties. Input from the Village Planning Commission and IDOT on impacts to historic properties will be utilized to make geometric design adjustments (Task 7 and Task 9) to minimize or avoid impacts. From this coordination it was determined that the existing curb line should be held adjacent to Yunker School House along 143rd Street and Wolf Road, which requires an alignment shift of Wolf Road 11-feet to the west and 143rd Street 10-feet to the south. It is anticipated that no significant design changes will be required along 143rd Street within the Old Odland Historic District. The location of historic properties are predominantly located within the Old Orland Local Historic District between West Avenue and Southwest Highway intersections and the Wolf Road intersection.

An Easter Prairie Fringed Orchid survey is required for 4 wetland complexes within the project study limits that have an FQI over 20.0 according to US Fish and Wildlife Service requirements. A summary report will be prepared and submitted to IDOT for review and approval.

The Traffic Noise Report and noise analysis will be updated for extended project limits and to incorporate the October 2018 released 2050 CMAP traffic projections. This includes modification to the existing traffic noise model, 2050 no-build model, and 2050 build model. The project limits were extended along Wolf Road (north and south) and Southwest Highway. Additional Common Noise Environments will be added to the modal and field work conducted to incorporate in the noise modal. Updating to 2050 traffic projections are required per IDOT and FHWA. With the project extension north along Wolf Road, it is anticipated that noise mitigation may meet reasonable and feasible requirements for the sub-development along the west side of Wolf Road north of 143rd Street where roadway widening is occurring in close proximity to multi-unit residences. As such, various noise mitigation (i.e. noise wall) scenarios (location and height) will be evaluated, a hold a noise forum meeting will be held, and noise solicitation (i.e. vote) held. Sub consultant Huff & Huff will perform this sub task. CBBEL will assist with the Noise Forum meeting.

The Preliminary Environmental Site Assessment (PESA) will be updated to include portions of the project that were extended along the north leg of Wolf Road and 108th Street. This will be performed by sub consultant Huff & Huff.

Work Task 14 – Forest Preserve Coordination

The scope of work for subconsultant The Lakota Group for this task is no longer required for completion of Phase I Engineering and will be reallocated to CBBEL for other tasks that require an additional level of effort to complete Phase I Engineering. CBBEL is performing all Forest Preserve District of Cook County coordination.

Work Task 15 – Public Involvement/Meetings

The scope of work for subconsultant The Lakota group for this task is no longer required for completion of Phase I Engineering and will be reallocated to CBBEL for other tasks that require an additional level of effort to complete Phase I Engineering. CBBEL is performing all Public Involvement activities.

Work Task 16 – Geotechnical Investigations

The scope of work for subconsultant Wang Engineering for this task will be reallocated to CBBEL for other tasks that require an additional level of effort to complete Phase I Engineering. Required geotechnical investigations will be performed under a separate locally funded 3rd Supplemental Agreement with the Village of Orland Park to compensate level of effort that is required to complete Phase I Engineering for this task.

Per IDOT District 1 coordination, the scope for this task will be modified to perform necessary geotechnical investigations to determine the retaining wall type (over 7-feet in exposed height). Geotechnical investigations will be performed for 11 walls from the scope of work and deferred to Phase II Engineering. The retaining wall feasibility study performed by subconsultant Bowman, Barrett & Associates will be removed from the scope of work. The remaining scope under this task will be red3fined A Retaining Wall Type Study Memorandum will be prepared by CBBEL for 10 walls over 7-feet in exposed height to determine the appropriate wall types. A portion of the existing CBBEL scope will be reallocated and all of the Bowman, Barrett & Associates scope will be reallocated to CBBEL to perform other necessary tasks for Phase I completion.

The prior scope of work included T,S & L drawings for three walls. The current roadway design has a total of 28 retaining walls, with 10 over 7-feet exposed height. Per IDOT District Bureau of Local Roads Manual, all walls over 7-feet exposed height require a soil Geotechnical Report (SGR) and structural T,S & L drawing in Phase I Engineering. Due to the circumstances of this project, IDOT District 1 has allowed all T, S & L drawings for retaining walls to be deferred to Phase II Engineering. The geotechnical investigations performed by Subconsultant Wang Engineering has been modified (Refer to Task 16).

Work Task 17 – Project Administration and Quality Control / Assurance

This task includes overall project administration and management. Due to the extended project schedule and associated coordination with the supplemental scope of work, an extra level of project administration and QA/QC is required for completion of Phase I Engineering. The Task assumes Phase I Design Approval by April 2020.

Project administration includes managing the day to day work effort on the project to ensure an efficient project development process including work force allocations, and schedule oversight to ensure project milestones are being met.

Specific work tasks will include:

- General project management/administration including staff resource allocation, task/schedule oversight, quality reviews, etc.
- Prepare monthly progress reports including a copy of the overall project schedule (9 months).
- Attend quarterly project status meetings with the Village as determined to be necessary (3 meetings).
- QA Reviews

Task (refer to detailed scope of work document for further explanation)	CBBEL		Subconsultants - Work Hours			
	Units	Work Hours	Bowman, Barrett & Assoc.	Wang Eng.	Lakota Group	Huff & Huff, Inc.
3 Traffic Data Collection and Analysis						
a CMAP Design Year 2050 Request		4				
b Development of year 2050 design hourly volumes and and summary exhibit.		16				
	SUBTOTAL:	20	0	0	0	0
4 Crash Analysis Report						
a Update Crash Analysis Report for the latest 5 years (2013 - 2017)		50				
	SUBTOTAL:	50	0	0	0	0
5 Location Drainage Study						
a Drainage design update to address IDOT design modifications and Bulletin 70 update.		125				
	SUBTOTAL:	125	0	0	0	0
6 Retaining Wall Analysis / T,S&L Drawings						
a Retaining Wall T,S&L Drawings		-106				
b Retaining Wall Feasibility Study			-228			
	SUBTOTAL:	-106	-228	0	0	0
7 Alternative Geometric Studies and Streetscape Studies within the Old Orland/Downtown Area						
a Wolf Road intersection design alternatives to minimize impacts to Yunker School House	2 alignment shift alternatives x 56 hours; other minor geometric element evaluation; address comments	92				
b Southwest Highway intersection design alternatives & Metra Parking Lot impact/mitigation evaluation; summary memo	5 critical sections (10 hrs each); 2 concepts development (24 hours each); memo (40 hrs)	130				
c Retaining wall elimination/minimization evaluation	28 walls x 4 hrs per wall	112				
d Wolf Road at 143rd Street preferred alternative geometric design update (4,800 feet)	4 sheets x 32 hrs/sht	128				
e 143rd Street (Deer Haven Lane to Ridge Avenue; omitting 108th Avenue) change from 17' wide median to 12' wide median. (3,200')	3 sheets x 32 hrs/sht	96				
f 22 curb ramp details associated with item e	8 hrs/ramp	176				
k Retaining wall elimination/minimization evaluation	28 walls x 4 hrs per wall	112				
m IDOT design coordination meetings	2 mtgs x 3 ppl x 4 hrs	26				
n Streetscape concept alternative level of effort elimination for concept streetscape enhancement development by subconsultant The Lakota Group					-320	
	SUBTOTAL:	872	0	0	-320	0
9 Intersection Design Studies						
a Wolf Road at 143rd Street IDS Revisions		106				
b WB-65 auto turn update and new IDS sheets & associated existing sheet updates	5 intersections x 8 hrs/per	40				
c 143rd Street/Southwest Highway / Union Street detailed traffic signal layout and phasing plan		40				
	SUBTOTAL:	186	0	0	0	0
10 Railroad Coordination						
a Railroad Coordination	12 hrs x 3 Int	4				
b Coordination Meetings with IDOT/ICC & Metra	2 mtgs x 2 ppl x 3 hrs	12				
	SUBTOTAL:	16	0	0	0	0

Task (refer to detailed scope of work document for further explanation)		CBBEL		Subconsultants - Work Hours			
		Units	Work Hours	Bowman, Barrett & Assoc.	Wang Eng.	Lakota Group	Huff & Huff, Inc.
12	Prepare Environmental Studies						
a	Section 106 / Cultural Coordination for 13 listed properties	13 properties; 7 properties requiring exhibits; coordination	108				
b	Eastern Prairie Fringed Orchid Surveys & Report		80				
c	Traffic Noise Report and analysis update for existing noise modal, 2050 no-build modal, and 2050 build modal.		4				64
d	PESA for extended project limits						12
f	Traffic Noise Forum						10
	SUBTOTAL:		192	0	0	0	86
14	Forest Preserve Coordination						
a	Forest Preserve Coordination level of effort elimination (Lakota Group)		0			-40	
	SUBTOTAL:		0	0	0	-40	0
15	Public Involvement / Meetings						
a	Public Involvement / Meetings level of effort elimination (Lakota Group)					-40	
	SUBTOTAL:		0	0	0	-40	0
16	Geotechnical Investigations						
a	Geotechnical Investigations				-881		
	SUBTOTAL:		0	0	-881	0	0
17	Project Administration and Quality Control / Assurance						
a	Project Management and Administration		23				
b	Monthly Progress Reports	1 hrs x 9 months	9				
	Project Status Meetings (LCDOT, IDOT as required)	3 mtgs x 2 ppl x 4 hours	24				
c	Quality Assurance Reviews		12				
	SUBTOTAL:		68	0	0	0	0
	SUBTOTAL:		1423	-228	-881	-400	86



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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September 23, 2019

via email: mhuffman@cbbel.com

Mr. Matthew J. Huffman, P.E., M.ASCE
Project Manager – Phase I Engineering Department
Christopher B. Burke Engineering, Ltd.
9675 W. Higgins Road, Suite 600
Rosemont, IL 60018

**Re: 143rd Street Supplement
Orland Park, Cook County, Illinois
Proposal No. 81.PT00033.20**

Dear Mr. Huffman:

Huff & Huff, Inc., (H&H) a subsidiary of GZA GeoEnvironmental, Inc. is pleased to submit this supplemental proposal to Christopher B. Burke Engineering, Ltd. (Client) to conduct a noise study for the proposed improvements to 143rd Street between Wolf Road and Southwest Highway in Orland Park, Cook County, Illinois. Client has requested a supplemental scope and fee to account for changes in IDOT Noise Policy and changes in project parameters from the time of the original scope.

This supplemental proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. SCOPE OF SERVICES

Task 1 – Field Review/Noise Monitoring

Up to seventeen additional representative receptor locations need to be added from the original scope to meet the updated IDOT requirements and expectations, as well as to accommodate tweaks to project construction limits. This resulted in an additional four monitoring locations needed to satisfy the IDOT requirement of validating 25% to 50% of the representative receptor locations.

Task 2 – Noise Model Update

Project traffic data has been updated for the year 2050. This traffic update will require additional traffic data preparation to replace the previously developed data. In addition, noise modeling for the existing (2019) and No-Build (2050) conditions needs to be updated to account for traffic changes.

There is a need to analyze noise levels for existing (2019), No-Build (2050), and Build (2050) conditions at more representative receptors than originally scoped. Noise modeling needs to be conducted for up to 25 representative receptors (8 representative receptors in the original scope). Several of the additional receptors added due to project limit tweaks have an increased likelihood for needing detailed abatement analyses.



Task 3 – Noise Report

The noise report will need to be revised due to the additional receptors, monitoring locations, and new traffic data. The abatement analysis section will need to be substantially elaborated on to detail the additional studies completed. A full revised traffic noise report will document the results of the study.

Task 4 – PESA

Based on the added project limits and completion of PESAs by the Illinois State Geological Survey (ISGS) for areas of the project corridor under IDOT jurisdiction that have not covered the entire project corridor, it will be necessary to complete additional PESA activities. Specifically, the PESA is proposed to include coverage of local roads portions of the project corridor not already included in the ISGS/IDOT PESA(s) as part of this supplement request including:

- 1) 108th Avenue – including areas extending approximately 600 feet north and 700 feet south of the 143rd Street (IL Route 7) ROW;
- 2) West Avenue – including an area extending approximately 1,000 feet south of the 143rd Street (IL Route 7) ROW; and
- 3) 143rd Street – including an area of 143rd Street approximately 1,000 feet east of Southwest Highway (IL Route 7) ROW.

H&H anticipates that sites of concern identified by the previously completed IDOT PESAs will also be acknowledged within the PESA completed as part of this supplement request. Though the areas are discontinuous, it is anticipated that each of the areas will be addressed within a single PESA Report. The scope of the PESA is summarized below.

The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. The of the features and conditions listed



above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Based on the discontinuous arrangement of the PESA areas, three databases are anticipated.

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Task 7 – Noise Forum

This new task includes time to prepare for and attend a public noise forum. Noise forums are held to provide detailed information to the benefitted receptors to assist them in making an informed decision on their votes on the barrier.

2. LEVEL OF EFFORT AND SCHEDULE

Noise modeling and reporting will be completed within 4 weeks of the receipt of all necessary project data. PESA activities will be completed within 6 weeks of being given the notice to proceed.

3. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

The conditions of engagement are to be consistent with the original contract associated with this project, SUBCONSULTANT SERVICES AGREEMENT BETWEEN CHRISTOPHER B BURKE ENGINEERING, LTD. AND Huff & Huff, Inc., dated March 21, 2016 and executed by on March 22, 2016.



ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue. We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,
Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal
Attachments: Terms and Conditions

This Supplemental Proposal for Services and Schedule of Fees for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of CHRISTOPHER B. BURKE ENGINEERING, LTD., consistent with the originally executed contract cited above as dated March 21, 2016.

By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

**Cost Estimate of
Consultant Services
(CPFF)**

Firm Huff & Huff, Inc.
 Route 143rd
 Section Wolf to Southwest Highway
 County Cook
 Job No. _____
 PTB & Item _____

Date 9/23/2019
 Overhead Rate 174.01%
 Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Field Review/Noise Monitoring	2	97.40	169.49	0.00	38.70	0.00	0.00	305.59	2.42%
Noise Model Update	40	1,878.69	3,269.10	0.00	746.43	0.00	0.00	5,894.21	46.69%
Noise Report	22	1,007.70	1,753.50	0.00	400.38	0.00	0.00	3,161.58	25.05%
PESA	12	469.03	816.16	34.52	191.36	400.00	0.00	1,911.07	15.14%
Noise Forum	10	430.51	749.14	0.00	171.05	0.00	0.00	1,350.70	10.70%
TOTALS	86	3,883.33	6,757.39	34.52	1,547.91	400.00	0.00	12,623.15	100.00%

Method of Compensation:

Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Average Hourly Project Rates

Route 143rd
Section Wolf to Southwest Highway
County Cook
Job No.
PTB/Item

Consultant Huff & Huff, Inc.

Date 9/23/2019

Sheet 1 **OF** 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Field Review/Noise Monitoring			Noise Model Update			Noise Report			PESA			Noise Forum		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	62.79	2	2.33%	1.46							1	4.55%	2.85	1	8.33%	5.23			
Senior Consultant	69.61	0																	
Senior Geotechnical Consultant	64.96	0																	
Senior Project Manager III	60.88	0																	
Senior Project Manager II	46.76	0																	
Senior Project Manager I	45.23	38	44.19%	19.99				20	50.00%	22.62	10	45.45%	20.56				8	80.00%	36.19
Senior Landscape Architect	52.87	0																	
Senior Planning PM	51.61	0																	
Senior Geologist PM	47.45	2	2.33%	1.10										2	16.67%	7.91			
Senior Technical Specialist	46.26	0																	
Senior Scientist PM II	48.70	30	34.88%	16.99	2	100.00%	48.70	20	50.00%	24.35	8	36.36%	17.71						
Senior Scientist PM I	45.73	0																	
Senior Technical Scientist	43.47	0																	
Senior CADD Specialist	34.33	5	5.81%	2.00							3	13.64%	4.68				2	20.00%	6.87
Technical Graphics Technician	23.40	0																	
Scientist PM II	43.96	0																	
Scientist PM I	35.19	0																	
Engineer PM I	39.53	0																	
Planning PM	37.17	0																	
Architect PM	40.29	0																	
Assistant PM Engineer I	35.22	8	9.30%	3.28										8	66.67%	23.48			
Engineer I	36.15	0																	
Scientist EI	30.51	0																	
Scientist E2	25.03	0																	
Administrative Managers	42.15	0																	
Senior Administrative Assistant	29.60	1	1.16%	0.34										1	8.33%	2.47			
		0																	
TOTALS		86	100%	\$45.16	2	100%	\$48.70	40	100%	\$46.97	22	100%	\$45.80	12	100%	\$39.09	10	100%	\$43.05

BDE 436 (Rev. 02/02/17)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 13, 2019

Village of Orland Park
Development Services – Planning & Engineering Division
15655 Ravinia Avenue
Orland Park, IL 60462

Attention: S. Khurshid Hoda, CPP
Director | Programs and Engineering Services

Subject: Phase I Engineering Supplemental Services
143rd Street – Wolf Road to Southwest Highway
Supplement #3

Dear Mr. Hoda:

Enclosed is our proposal to completed Phase I Engineering services for the subject project. Included in this proposal is the scope of services included with Supplement #3, and our cost estimate of consultant services.

Understanding of the Assignment

Supplement #3 compensates for additional level of effort that is required to complete Phase I Engineering and Environmental Studies for 143rd Street from Wolf Road to Southwest Highway. The additional level of effort to meet IDOT engineering design requirements and federal project development procedures, and is related to the following four general areas:

1. From coordination with IDOT and Illinois Commerce Commission (ICC) regarding the 143rd Street at Southwest Highway/Union Street intersection, a detailed traffic signal and phasing design is required due to the complexity of the proposed improvement and proximity to the Norfolk Southern Railroad crossing. Depending on the outcome of the detailed traffic signal and phasing design, significant changes may be required at the intersection affecting the geometric design (Task 7) and intersection design study (Task 9). Contingency sub-tasks have been added to Task 7 and Task 9 accordingly.
2. There are 13 potential National Register of Historic Places (NHRP) properties/structures within the project limits, six of which currently have proposed acquisition. The proposed direct impacts/effects and indirect impacts/effects are under review with the IDNR State Historic Preservation Officer (SHPO) to determine if there are adverse effects to the historic properties. To comply with Section 106 of the National Historic Preservation Act and Section 4(f) of the U.S. Department of Transportation Act, it requires that the effects of this project on properties potentially eligible for the NHRP be evaluated as part of Phase I Engineering and measures be taken to avoid, minimize or mitigate effects/impacts. It is possible that the SHPO determines there are adverse effects to historic properties and additional documentation, design modifications, and analysis would be required. The

outcome of the Section 106 process would be an agreeable mitigation plan via a Memorandum of Agreement (MOA) between IDOT, SHPO and FHWA and the outcome of the Section 4(f) process would be approval of FHWA of the Section 4(f) Evaluation document, which justifies impacts to the potential NHRP properties. Approximately 6 to 8 months could be added to the project schedule if full Section 106 and Section 4(f) processes need to be followed. A contingency sub-task has been added to Task 12 accordingly.

3. The IDOT geotechnical manual was updated in 2015 after the project was previously scoped. Per the current IDOT Geotechnical Manual and IDOT District 1 policy, structural analysis Type, Size and Location (T,S&L) drawings and Soil Geotechnical Reports (SGR) are required for all retaining walls over 7-feet of exposed height during Phase I Engineering. Through coordination with IDOT, IDOT District 1 has allowed the structural T,S&L drawings can be deferred to Phase II Engineering, however, the retaining wall types must be identified in Phase I. Additionally, due to the circumstances of this project, IDOT District 1 is allowing a reduction in required geotechnical borings per wall (typically every 75-feet) and SGR's (and remaining geotechnical work) will be deferred to Phase II Engineering (for walls over 7-feet in exposed height). A revised scope was obtained from the geotechnical subconsultant, Wang Engineering, and is included the geotechnical investigations work task (Task 16). While structural T,S&L drawings and a portion of the geotechnical work were deferred to Phase II Engineering, an additional level of effort from the original scope of work is required to complete the geotechnical component that IDOT is requiring during Phase I Engineering. The existing contract assumed three walls that required geotechnical investigations (walls over 7-feet in exposed height) and the current design has 11 walls. Overall there are currently a total of 28 retaining walls proposed with the project.
4. The proposed improvement affects 103 parcels with either proposed and/or temporary impacts. Additional stakeholder coordination meetings are anticipated to discuss and seek input on the proposed improvement.

Supplement #3 Scope of Services

On the above basis, Supplement #3 includes additional scope for Tasks 7, 9, 12, 15, 16, and 17 following detailed scope of service by task per the original agreement. This additional fee will complete Phase I Engineering assuming the scope of work for the overall project, including Supplement 3, is not modified.

Task 7 –Alternate Geometric Studies

This task includes minor revisions to the geometric design (curb radius returns, sidewalks, stop bar, cross walks, turn lane storage/taper lengths, etc.) at the 143rd Street at Southwest Highway/Union Street intersection as a result of the detailed traffic signal and phasing design (Included in Supplement 2). This includes modifications to plan and profile sheets (40 scale), typical sections, cross sections, and curb ramp details (6 curb ramps and sidewalk along 143rd Street between Union Street and RR). If significant modifications are made at the intersection Task 7b will be utilized.

Additional impact assessment will be performed for the entire project to minimize property acquisition and associated impacts. Currently there is proposed acquisition from 103 parcels. The plan and profile sheets and cross sections will be update accordingly.

Task 7b – Alternative Geometric Studies (Contingency): Contingent upon results of the detailed traffic signal and phasing design, Task 7b will only be utilized if significant/major revisions to the geometric design (lane modifications, alignment changes, profile modifications, or other major geometric components) at the 143rd Street at Southwest Highway/Union Street intersection are required. Design modifications include 1,500 feet along 143rd Street, 2,100 feet along Southwest

Highway and 400 feet along Union Street. This includes horizontal alignment design, vertical alignment design, plan and profile sheet (40 scale), typical sections, cross section, and curb ramp details.

Task 9 – Intersection Design Studies

This task includes minor revisions to the intersection design study (IDS) at the 143rd Street at Southwest Highway/Union Street intersection as a result of the detailed traffic signal layout and phasing design (Included in Supplement 2). The capacity analysis will be updated using Synchro traffic modeling software. A new queue analysis will be conducted and turn lanes adjusted accordingly. Other modifications to the IDS may include curb radius returns, sidewalks, stop bar locations, cross walk location, refuge island, turn lane storage/taper lengths, etc.). If significant modifications are made at the intersection Task 9b will be utilized.

It has been confirmed with IDOT that the IDSs for the entire project can utilize 2040 design hourly volumes.

Task 9b – Intersection Design Studies – Southwest Highway Intersection (Contingency): Contingent upon results of the detailed traffic signal and phasing design, Task 9b will only be utilized if significant/major revisions to the geometric design (lane modifications, alignment changes, profile modifications, or other major geometric components) at the 143rd Street at Southwest Highway/Union Street intersection are required. The intersection design study will be revised per the geometric revisions. The capacity analysis will be updated using Synchro traffic modeling software. A new queue analysis will be conducted. Minor IDS revisions are anticipated at West Avenue.

The Southwest Highway / Union Street / 143rd Street IDS will be prepared at a scale of 1" = 50' and will include the following:

- Preliminary intersection geometry and labeling (2 sheets)
- Detailed traffic signal layout and phasing design (1 sheet)
- Auto Turn design vehicle layout (2 sheets)
- Profile (3 sheets)
- ADA curb ramp details (6; 3 sheets; Design conducted under Task 7)

Task 12 – Prepare Environmental Studies

This task includes additional environmental studies required by IDOT and FHWA, including:

- Section 4(f) *de minimis* documentation for impacts (property acquisition) to 6 potentially eligible National Register of Historic Places (NHRP), as required by FHWA policy.
- Section 4(f) *de minimis* documentation for proposed temporary impacts to McGinnis Slough Forest Preserve, as required by FHWA policy. As a result of detailed drainage design, two temporary construction easements are needed to regrade existing ditches. One temporary easement is needed for grading associated with the proposed multi-use path where a retaining wall is not feasible. There are three potential locations for water quality best management practice areas, which would require a permanent drainage easement; these would only be included if the Forest Preserve District of Cook County desires them. As a result of the additional impacts of Forest Preserve property, additional tree survey will be required (2" and greater), per Cook County requirements.
- As a result of the Wolf Road alignment to minimize impacts to the Yunker School site and the addition of two travel lanes, noise mitigation is anticipated along the west side of Wolf Road and will be verified with the completion of the Traffic Noise Report. IDOT District 1 has required that noise wall solicitation (voting) take place during Phase I Engineering. As

such, a noise forum will be held for benefitted receptors/properties of the noise wall(s) to inform of the proposed improvement, review IDOT/FHWA noise policy, and review the proposed noise wall location(s). Mailings will be sent out informing of the noise forum and solicitation packages (up to two rounds) will be mailed out.

Task 12b – Section 106 / Section 4(f) Adverse Effect Finding (Contingency): Contingent upon the results IDNR SHPO Adverse Effect determination, Task 12b will only be utilized if an Adverse Effect is found for impacts to historic/cultural resources protected by Section 106 of the National Historic Preservation Act. Section 4(f) and Section 106 are related to separate Federal laws with different requirements, with some overlap, but each require separate documentation. The main difference is that Section 106 is primarily a consultative process whereas Section 4(f) is a substantive law that can preclude project approval if there is a use of a historic site when a prudent and feasible alternative is available. It is assumed that no historic structures will be removed/impacted from their sites. However, it is possible that the SHPO issues an Adverse Effect due to substantial alteration to the context and setting of the site. The requirements for the Section 106 process are specified in IDOT Bureau of Local Roads Manual (Chapter 20-5) and IDOT Bureau of Design and Environment Manual (Chapter 26-5).

Specific Section 106 work tasks include:

- Coordination with IDOT BLRS, IDOT Cultural Unit, Advisory Council on Historic Preservation (ACHP), and other local interested parties. The objective of this coordination is to obtain the views of consulting parties of the undertaking and solicit input on ways to avoid/minimize/mitigate Adverse Effect.
- Geometric modifications of the preferred alternatives to address further IDOT and SHPO comments to minimize impacts.
- Preparation of Section 106 historic documentation, via memorandum, including sections:
 - Description of the undertaking, including photographs, maps and drawings (as necessary)
 - Description of the efforts to identify historic properties
 - Description of the affected historic properties (using materials compiled during the evaluation of significance)
 - Description of the undertaking's effects on historic properties
- The announcement or notice of the effect of the project on the eligible properties involved, which is anticipated to take place at a separate Public Meeting from the one occurring at the end of the project. The timing of this meeting is anticipated to occur prior to the public hearing.
- Memorandum of Agreement (MOA prepared by IDOT BDE) review and coordination. It is anticipated that no buildings/structures will be impacted with this project and that a Historic American Building Survey (HABS Report) will not be required as part of the MOA.

With an Adverse Effect finding, FHWA will require a separate Section 4(f) Evaluation to be prepared for FHWA's approval. Section 4(f) of the U.S. Department of Transportation Act provides for consideration of historic sites and other recreational lands during transportation project development. FHWA must determine that there is no feasible and prudent alternative that avoids the Section 4(f) properties and that the project includes all possible planning to minimize harm or had a de minimis impact. The requirements for the Section 4(f) process are specified in IDOT Bureau of Local Roads Manual (Chapter 20-3) and IDOT Bureau of Design and Environment Manual (Chapter 26-2).

The Section 4(f) documentation includes sections:

- Introduction / Description of the proposed action, including concise statement of the project purpose and need. With the anticipated processing of this project as a Categorical Exclusion (CE), a purpose and need statement is not prepared.
- Description of the Section 4(f) resource
- Description of the alternatives, including avoidance alternatives
- Description of impacts
- Discussion of mitigation measures
- Discussion of coordination activities
- Documentation of coordination with the official(s) having jurisdiction of the Section 4(f) resource. This is anticipated to be the SHPO.
- It is anticipated that the Section 4(f) documentation will be submitted to IDOT for draft review and then FHWA for draft review. The final Section 4(f) documentation will be prepared for final submittal to IDOT and FHWA for their review and approval.
- Project coordination due to elongated schedule to complete Section 106 and Section 4(f) process.

It is anticipated that three submittals will be required:

- Draft submittal to IDOT Local Roads (prior to Public Meeting)
- Draft submittal to FHWA (prior to Public Meeting)
- Final submittal to IDOT and FHWA (following Public Meeting)

The Section 4(f) process concludes following the final public meeting for the project where comments are solicited regarding the proposed Section 4(f) impacts. The outcomes of the public meeting and comments received, are included in the final Section 4(f) document, which is executed by the jurisdictional agency, which is the SHPO for impacts to historic properties.

Task 15 – Public Involvement/Meetings

This task includes preparation and attendance at 6 additional stakeholder coordination meeting (2 staff members). These meetings will lead up to the Public Hearing for the project and will include key individual or group stakeholder meetings. These meetings are intended to communicate with stakeholders that are most affected by the project ahead of public hearing.

Task 16 – Geotechnical Investigations

Per IDOT policy, geotechnical investigations will be conducted for all retaining walls over 7-feet exposed height (11 walls), however Soil Geotechnical Reports (SGR) will be deferred to Phase II Engineering (and any other necessary borings). Wang Engineering will perform the geotechnical investigations and prepare a summary report for this task. The findings of the geotechnical investigations will be utilized CBBEL under Task 6 (Retaining Wall Analysis) to determine the anticipated retaining wall type. This information will be included in the Project Development Report. Refer to separately attached Wang Engineering proposal for the detailed geotechnical scope of work.

Task 17 – Project Administration and Quality Control / Assurance

This task includes overall project administration and management. Due to the extended project schedule and associated coordination with the supplemental scope of work, an extra level of project administration and QA/QC is required for completion of Phase I Engineering. The Task assumes Phase I Design Approval by April 2020.

Estimate of Fee

Based on the above Scope of Services, our Estimate of Fee for Supplement 3 is \$363,393.91 as shown in the attached CECS.

We will bill you at the same hourly rates as the federally funded Preliminary Engineering Services Agreement.

If this proposal is acceptable to you, please have the appropriate signature added below on behalf of the Village of Orland Park and return one copy as an indication of acceptance and notice to proceed. If you have any questions, please contact Matthew Huffman at 847/823-0500.

Sincerely,



Michael E. Kerr, PE
Executive Vice President

Attachments: Supplement #3 Work Hour Estimate, CECS, Wang Engineering Geotechnical Engineering Services Proposal

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF ORLAND PARK.

BY: _____

TITLE: _____

DATE: _____

143rd Street - Wolf Road to Southwest Highway**SN: 14-00072-00-WR****Work Hour Estimate****Supplement #3****November 2019**

Task <i>(refer to detailed scope of work document for further explanation)</i>		CBBEL		Subconsultants - Work Hours
		Units	Work Hours	Wang Eng.
7	Alternative Geometric Studies			
a	Southwest Highway intersection minor geometric design modifications (no lane changes) resulting from detailed traffic signal phasing and layout; includes plan sheet updates.		30	0
b	Impacts/ROW Minimization Evaluation & Cross Section Updates	21 sheets at 4 hrs/sht	84	0
c	ADA curb ramp details associated with Southwest Highway intersection	6 ramps at 8 hrs/ramp + 143rd Street sidewalk between RR and south union st. (14 hours)	62	0
	SUBTOTAL:		176	0
7b	Alternative Geometric Studies - Southwest Highway Intersection (Contingency)			
a	Southwest Highway intersection design modifications (lane modifications) resulting from detailed traffic signal phasing and layout (143rd St. - 1,500'; Southwest Highway 2,100', Union Street - 400'); includes plan sheet updates, cross sections and typical section sheets	5 sheets at 16 hrs/sht	80	0
	SUBTOTAL:		80	0
9	Intersection Design Studies			
a	Southwest Highway, Union Street and 143rd Street Intersection minor IDS Update (no lane changes) resulting from detailed traffic signal phasing and layout; includes plan sheet updates.		48	0
	SUBTOTAL:		48	0
9b	Intersection Design Studies - Southwest Highway Intersection (Contingency)			
a	Southwest Highway and Union Street major IDS Update (lane changes) resulting from detailed traffic signal phasing and layout; includes plan sheet updates.; includes capacity analysis, queue analysis, and auto turn		90	0
	SUBTOTAL:		90	0



143rd Street - Wolf Road to Southwest Highway

SN: 14-00072-00-WR

Work Hour Estimate

Supplement #3

November 2019

Task <i>(refer to detailed scope of work document for further explanation)</i>		CBBEL		Subconsultants - Work Hours
		Units	Work Hours	Wang Eng.
12	Prepare Environmental Studies			
a	Section 4(f) Evaluation (de minimis) for Section 106 / Cultural Impacts (6) Properties		80	0
b	Section 4(f) Evaluation (de minimis) for additional impacts to Cook County Forest Preserve Property		60	
c	Traffic Noise Forum Meeting (Wolf Road)		80	0
d	Pick-Up Tree Survey (Report & Field Work)		50	0
	SUBTOTAL:		270	0
12b	Section 106 / Section 4(f) Adverse Effect Finding (Contingency)			
a	Section 106 Adverse Effect Finding		220	0
b	Section 4(f) for Historic Adverse Effect Finding		200	0
	SUBTOTAL:		420	0
15	Public Involvement / Meetings			
a	Public Involvement / Meetings	6 meetings (2 ppl each)	64	0
	SUBTOTAL:		64	0
16	Geotechnical Investigations			
a	Geotechnical Investigations		0	611
	SUBTOTAL:		0	611
17	Project Administration and Quality Control / Assurance			
a	Project Management and Administration		52	0
	SUBTOTAL:		52	0
	SUBTOTAL:		1200	611



DF-824-039
REV 12/04

Cost Plus Fixed Fee 2	14.50% [DL+R(DL) +1.4(DL)+IHDC]
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ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
7. Alternate Geometric Studies	176	9,073.66	11,780.33		0.00				20,853.99	5.74%
7b. Alternate Geometric Studies - Southwest Highway Intersection (Contingency)	80	4,072.92	5,287.87		0.00				9,360.79	2.58%
9. Intersection Design Studies	48	2,370.18	3,077.20		0.00				5,447.38	1.50%
9b. Intersection Design Studies - Southwest Highway Intersection (Contingency)	90	4,451.54	5,779.43		0.00				10,230.97	2.82%
12. Prepare Environmental Studies	270	13,028.98	16,915.52		0.00	750.00			30,694.50	8.45%
12b. Section 106 / Section 4(f) Adverse Effect Finding (Contingency)	420	20,410.80	26,499.34		0.00	750.00			47,660.14	13.12%
15. Public Involvement / Meetings	64	3,355.58	4,356.55		0.00	400.00			8,112.13	2.23%
16. Geotechnical Investigations		0.00	0.00		0.00		223,958.08		223,958.08	61.63%
17. Project Administration & QA/QC	52	3,078.76	3,997.15		0.00				7,075.91	1.95%
Subconsultant DL										
TOTALS	1200	59,842.42	77,693.41	0.00	0.00	1,900.00	223,958.08	0.00	363,393.91	100.00%

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
 Local Agency Orland Park
 Section 14-00072-00-WR
 Project 143rd Street
 Job No: 0

DATE 11/11/19SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			7. Alternate Geometric Stu			7b. Alternate Geometric S			9. Intersection Design Stu			9b. Intersection Design St			12. Prepare Environmental		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00	0																	
ENGINEER VI	70.00	76	6.33%	4.43	12	6.82%	4.77	4	5.00%	3.50	4	8.33%	5.83	4	4.44%	3.11	10	3.70%	2.59
ENGINEER V	65.98	0																	
ENGINEER IV	54.41	402	33.50%	18.23	60	34.09%	18.55	28	35.00%	19.04	16	33.33%	18.14	32	35.56%	19.35	76	28.15%	15.32
ENGINEER III	46.70	48	4.00%	1.87													20	7.41%	3.46
ENGINEER I/II	33.08	168	14.00%	4.63	32	18.18%	6.01	18	22.50%	7.44	14	29.17%	9.65	24	26.67%	8.82	32	11.85%	3.92
SURVEY V	70.00	0																	
SURVEY IV	65.50	0																	
SURVEY III	57.75	0																	
SURVEY II*	43.30	0																	
SURVEY I*	34.50	0																	
ENGINEERING TECHN	64.77	0																	
ENGINEERING TECHN	48.25	24	2.00%	0.97							8	16.67%	8.04	16	17.78%	8.58			
ENGINEERING TECHN	51.44	0																	
ENGINEERING TECHN	20.67	0																	
CAD MANAGER	61.75	98	8.17%	5.04	54	30.68%	18.95	24	30.00%	18.53	6	12.50%	7.72	14	15.56%	9.61			
ASST. CAD MANAGER	51.33	0																	
CAD II *	46.92	0																	
GIS SPECIALIST III	49.00	40	3.33%	1.63													16	5.93%	2.90
GIS SPECIALIST I/II*	32.00	78	6.50%	2.08	18	10.23%	3.27	6	7.50%	2.40							16	5.93%	1.90
LANDSCAPE ARCHITE	55.50	0																	
ENVIRONMENTAL RES	68.50	16	1.33%	0.91													6	2.22%	1.52
ENVIRONMENTAL RES	53.13	168	14.00%	7.44													60	22.22%	11.81
ENVIRONMENTAL RES	40.67	64	5.33%	2.17													26	9.63%	3.92
ENVIRONMENTAL RES	31.13	18	1.50%	0.47													8	2.96%	0.92
ENVIRONMENTAL RES	38.50	0																	
ADMINISTRATIVE*	36.28	0																	
ENGINEERING INTERN	16.00	0																	
TOTALS		1200	100%	\$49.87	176	100.00%	\$51.55	80	100%	\$50.91	48	100%	\$49.38	90	100%	\$49.46	270	100%	\$48.26

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Orland Park
Section 14-00072-00-WR
Project 143rd Street
Job No: 0

DATE 11/11/19

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12b. Section 106 / Section 4(f)			15. Public Involvement / Meeting			16. Geotechnical Investigation			17. Project Administration & Construction								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00																		
ENGINEER VI	70.00	14	3.33%	2.33	12	18.75%	13.13				16	30.77%	21.54						
ENGINEER V	65.98																		
ENGINEER IV	54.41	116	27.62%	15.03	38	59.38%	32.31				36	69.23%	37.67						
ENGINEER III	46.70	28	6.67%	3.11															
ENGINEER I/II	33.08	48	11.43%	3.78															
SURVEY V	70.00																		
SURVEY IV	65.50																		
SURVEY III	57.75																		
SURVEY II*	43.30																		
SURVEY I*	34.50																		
ENGINEERING TECH	64.77																		
ENGINEERING TECH	48.25																		
ENGINEERING TECH	51.44																		
ENGINEERING TECH	20.67																		
CAD MANAGER	61.75																		
ASST. CAD MANAGER	51.33																		
CAD II *	46.92																		
GIS SPECIALIST III	49.00	24	5.71%	2.80															
GIS SPECIALIST I/II	32.00	24	5.71%	1.83	14	21.88%	7.00												
LANDSCAPE ARCHITECT	55.50																		
ENVIRONMENTAL ENGINEER	68.50	10	2.38%	1.63															
ENVIRONMENTAL ENGINEER	53.13	108	25.71%	13.66															
ENVIRONMENTAL ENGINEER	40.67	38	9.05%	3.68															
ENVIRONMENTAL ENGINEER	31.13	10	2.38%	0.74															
ENVIRONMENTAL ENGINEER	38.50																		
ADMINISTRATIVE*	36.28																		
ENGINEERING INTERN	16.00																		
TOTALS		420	100%	\$48.60	64	100%	\$52.43	0	0%	\$0.00	52	100%	\$59.21	0	0%	\$0.00	0	0%	\$0.00

September 4, 2019

Mr. Matthew J. Huffman, PE, M.ASCE
Project Manager - Phase I Engineering Department
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Reference: Proposal for Geotechnical Engineering Services
Contract 2 – Phase I Design
Preliminary Investigation for 11 Walls
143rd Street Reconstruction
From Wolf Road to Southwest Highway
Orland Park, Illinois
Wang No. P130619 – Contract 2

Dear Mr. Huffman:

Wang Engineering, Inc. (Wang) is pleased to submit this proposal for preliminary geotechnical investigations to support the design and construction of eleven new retaining walls associated with the proposed widening and reconstruction of 143rd Street from Wolf Road to Southwest Highway, in Orland Park, Illinois.

Based on information provided by Christopher B. Burke Engineering, Ltd. (CBBEL), Wang understands a 10,900-foot long section of 143rd Street is proposed for widening and reconstruction. The existing roadway will be widened to include two 11- to 12-foot wide lanes in each direction, a 12- to 16-foot wide landscaped median, and left turn lanes. In addition, about 7,000 feet of cross streets will be included in the project along Wolf Road, West Street, 108th Avenue, Crystal Tree Drive, and Southwest Highway. Structures included in the project consist of several retaining walls and one triple box culvert at Station 543+30. The retaining walls will support a proposed raise in profile grade over highly compressible soils, and solutions to reduce or eliminate the anticipated settlement and stability concerns will be required. Within this section, a 12-inch diameter watermain will be installed between Crystal Tree Drive and Southwest Highway, and a 16-inch diameter watermain will be constructed between Wolf Road and 108th Avenue.

The subsurface investigation for the roadway improvements, peat delineation, box culvert, watermain, walls with exposed heights less than 7 feet, and complete investigation for the 11 walls with exposed heights more than 7 feet will be investigated during Phase II Design.

SCOPE OF WORK

A subsurface investigation for this section of 143rd Street was performed by Wang between 2001 and 2003. The results of the investigation were presented in Wang's report, "*Soil Survey, 143rd Street from Wolf Road to LaGrange Road*," dated January 27, 2003. The investigation included 33 subgrade borings, nine peat delineation borings, and nine pavement cores. The investigation revealed deposits of peat and other highly compressive and organic clays between approximately Stations 62+50 to 65+50, Stations 75+50 and 85+50, and at Station 138+00. We do not anticipate needing additional roadway borings along 143rd Street. *Please note the stationing has changed from the 2003 design.*

We estimate the preliminary subsurface investigation for eleven retaining walls with exposed heights equal and greater than 7 feet will require 32 retaining wall borings to depths ranging from 50 to 75 feet below ground surface (bgs) for an estimated drilling footage 1900 feet. Retaining wall borings will be spaced at 150 to 225 feet intervals along wall alignments. The proposed *Preliminary Investigation Program* is presented on the attached **Table 1**. However, as per Per IDOT 2015 Geotechnical Manual, the retaining wall borings should be spaced at 75 feet intervals along the walls. Additional borings will be drilled under a Phase II Design for the preparation of structure geotechnical reports. Moreover, geotechnical investigation will be conducted during the Phase II Design to address the roadway improvements to cross-streets, to delineate the highly compressible organic soils/peat; for the triple box culvert design, and the 1200 feet of watermain. The proposed Phase II investigation is shown on the attached Tables 2, 3, and 4.

The depth of each boring may be adjusted in the field depending on the actual subsurface soil conditions. Since most of the wall alignments are proposed just below the existing overhead electrical lines, we anticipate taking the borings from the 143th Street roadway pavement with lane closures that will require flagging to control the traffic. We also included 3 days of hand auger borings to investigate the soil conditions within the first 10 to 15 feet below the ground at the actual proposed wall alignments. Most of the structure borings will be located within the roadway right-of-way.

To accomplish these objectives, Wang will complete the following tasks.

Geotechnical Drilling Services — Wang will provide equipment, labor, and associated materials to drill and sample 32 soil borings to depths of 50 to 75 feet bgs for a total footage of 1900 feet. The borings will be advanced with hollow stem augers to maintain an open borehole. Soil samples will be collected with split-barrel samplers in accordance with AASHTO T 206 "*Penetration Test and Split-Barrel Sampling of Soils*." Undisturbed Shelby tube samples will be collected if unstable clays and peat soil are uncovered. Moreover, up to 24 hand auger borings to depths of 10 to 15 feet

will be continuously sampled with geoprobe samplers. The soil samples will be transported to our laboratory for index and advanced geotechnical testing.

Field Supervision — Prior to drilling, Wang will locate the boring locations in the field and clear utilities through the JULIE on-call system. A field engineer will monitor drilling activities, maintain daily field notes and soil boring logs, as well as receive, classify, and prepare soil samples for laboratory analysis. The field engineer will monitor the groundwater level during drilling and at the completion of drilling operations. Soil samples will be classified according to the IDH Textural Classification System. As-drilled boring locations will be surveyed by Wang using a mapping grade GPS unit; the GPS unit has sub-foot accuracy in the horizontal direction. As drilled boring elevations will be verified against the topographical survey plans.

Laboratory Testing — Upon completion of the drilling phase, the soil samples will be transported to our in-house laboratory. The general soil testing program will include natural moisture content (AASHTO T 265) on each sample, as well as Atterberg limits (AASHTO T 89/90), particle size (AASHTO T 88), and organic content on selected samples. To obtain advanced strength and deformation properties on the foundation soils, the Shelby tube samples will be tested for consolidated-undrained (AASHTO T 297) triaxial and one- dimensional consolidation (AASHTO T 216). Most of the advanced testing will be done during Phase II Design.

Engineering Analysis and Recommendations — during Phase I Design, Wang will determine the most feasible and economical wall type based on the proposed preliminary investigation along the 11 walls. Wang will present our investigation results and recommendations in one geotechnical report.

During Phase II, Wang will prepare a Structure Geotechnical Report (SGR) for each wall that will require a TS&L plan (11 SGRs), a report for the triple box culvert (one SGR), a geotechnical report addressing all the walls less than 7 feet exposed height and the watermain, one roadway geotechnical report and proposed subgrade improvement methods. The reports will be prepared following the 2015 IDOT Geotechnical Manual. In general, the reports will include a detailed description of the project, a description of field and laboratory testing results and procedures, a characterization of the soil and groundwater conditions, soil boring logs, and soil profiles. Geotechnical recommendations will be provided to support the design of feasible wall types. We also anticipate piles and load transfer platform will be the preferred ground improvement to support the embankments and walls/backfill. Wang will perform the analysis and provide preliminary design recommendations for load transfer platform and piles supported embankments to aid CBBEL Team to estimate the construction cost. Manhours for a complete ground improvement design are not included in this proposal.

SCHEDULING

Wang will start the project expediently upon authorization to proceed. We anticipate that boring layout and utility clearance will require approximately two days of field work and office coordination. We anticipate the drilling and sampling will require approximately 29 days. We assumed two rigs will be used simultaneous to reduce the cost of lane closures. The laboratory testing program will be completed in about a month after the completion of drilling and at that time the date for submittal of geotechnical reports will be coordinated with CBBEL.

COST ESTIMATE

Wang proposes to provide the preliminary geotechnical investigation for 11 retaining wall for Phase I Design on a time and material basis at the hourly rates and direct costs shown on the attached cost estimate. This cost estimate was prepared assuming the following conditions.

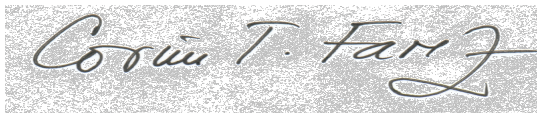
- Structure borings will be obtained from the 143rd roadway elevations behind flagged lane closures and two rigs will be used to reduce the traffic control cost;
- Borings along the exact wall alignments will be obtained using hand augers;
- Work will only be performed within the 143rd right-a-way and permitting will not be required;
- No hazardous materials are encountered.

As requested, we are also providing an estimated cost for geotechnical investigation under the Phase II Design.

Wang Engineering, Inc. appreciates the opportunity to present this proposal and we look forward to working with CBBEL and the Village of Orland Park on this project. If you have questions, or if you require additional information, please contact us at (630) 953-9928.

Sincerely,

Wang Engineering, Inc.



Corina T. Farez, P.E., P.G.
Vice President



Mickey L. Snider, P.E.
Senior Geotechnical Engineer

143rd Street (IL Route 7) - Wolf Road (IL Route 7) to Southwest Highway (IL Route 7) Phase I Study
Sec. No. 14-00072-00-WR

TABLE 1: PROPOSED GEOTECHNICAL INVESTIGATION PROGRAM FOR RETAINING WALLS FOR PHASE I DESIGN

Structure	Feature Carried	Station Range	Existing Structure Number	Existing Wall	Wall Length (Feet)	Anticipated Scope	Max Retained Height (Feet)	Average Retained Height (Feet)	Req Spacing (Feet)	Estimated Number of Borings	Phase I Spacing (Feet)	Proposed Phase I Number of Borings	Proposed Boring Depth (Feet)	Total Drilling (Feet)	Drilling Days	ATV/TM Mounted Drill Rig	Traffic Control (Days)	Moisture Content
1.4	143rd	LT Sta. 531+49 to Sta. 542+45	No	No	1096	Retaining Wall	8.3	5.7	75.0	15.0	150	8	75	600	8	TM	8	168
1.5	143rd	RT Sta. 541+82 to Sta. 544+17	No	No	235	Retaining Wall	7.6	6.0	75.0	4.0	150	2	75	150	2	TM	2	42
1.7	143rd	RT Sta. 544+50 to Sta. 546+50	No	No	200	Retaining Wall	9.1	6.7	75.0	3.0	150	2	75	150	2	TM	2	42
1.8	143rd	RT Sta. 546+76 to Sta. 548+24	No	No	148	Retaining Wall	7.3	6.2	75.0	2.0	150	1	50	50	1	TM	1	16
1.10	143rd	LT Sta. 552+00 to Sta. 556+67	No	No	467	Retaining Wall	7.3	5.3	75.0	7.0	150	4	50	200	3	ATV	0	64
1.14	143rd	LT Sta. 564+38 to Sta. 573+50	No	No	912	Retaining Wall	8.3	4.7	75.0	13.0	225	5	50	250	4	TM	4	80
1.16	143rd	LT Sta. 577+50 to Sta. 581+02	No	No	352	Retaining Wall	10.5	8.3	75.0	5.0	225	2	50	100	2	TM	2	32
1.23	143rd	Lt. Sta. 574+50 to Sta. 576+50	No	No	200	Retaining Wall (CUT)	9.0	5.5	75.0	3.0	225	1	50	50	1	TM	1	16
2.2	Wolf Road	LT Sta. 259+38 to Sta. 261+66	No	No	228	Retaining Wall	7.4	6.5	75.0	4.0	225	2	50	100	2	TM	2	32
2.3	Wolf Road	LT Sta. 26+50 to Sta. 33+00	No	No	650	Retaining Wall	7.1	4.7	75.0	9.0	225	3	50	150	2	ATV	0	48
3.0	Southwest Highway	LT Sta. 313+78 to Sta. 317+60	No	No	382	Retaining Wall	7+	NA	75	6	225	2	50	100	2	TM	2	32
											TOTAL	32		1900	29		24	572

143rd Street (IL Route 7) - Wolf Road (IL Route 7) to Southwest Highway (IL Route 7) Phase I Study
Sec. No. 14-00072-00-WR

TABLE 2: PROPOSED GEOTECHNICAL INVESTIGATION PROGRAM FOR RETAINING WALLS FOR PHASE II DESIGN
Walls with Retained Height >7 feet SGR in Phase II

1.4	143rd	LT Sta. 531+49 to Sta. 542+45	No	No	1096	Retaining Wall	8.3	5.7	75	8	7	75	525	7	TM	7	147
1.5	143rd	RT Sta. 541+82 to Sta. 544+17	No	No	235	Retaining Wall	7.6	6.0	75	2	2	75	150	2	TM	2	42
1.7	143rd	RT Sta. 544+50 to Sta. 546+50	No	No	200	Retaining Wall	9.1	6.7	75	2	1	75	75	1	TM	1	21
1.8	143rd	RT Sta. 546+76 to Sta. 548+24	No	No	148	Retaining Wall	7.3	6.2	75	1	1	50	50	1	TM	1	16
1.10	143rd	LT Sta. 552+00 to Sta. 556+67	No	No	467	Retaining Wall	7.3	5.3	75	3	3	50	150	2	ATV	0	48
1.14	143rd	LT Sta. 564+38 to Sta. 573+50	No	No	912	Retaining Wall	8.3	4.7	75	4	8	50	400	5	TM	5	128
1.16	143rd	LT Sta. 577+50 to Sta. 581+02	No	No	352	Retaining Wall	10.5	8.3	75	2	3	50	150	2	TM	2	48
1.23	143rd	Lt. Sta. 574+50 to Sta. 576+50	No	No	200	Retaining Wall (CUT)	9.0	5.5	75	1	2	50	100	2	TM	2	32
2.2	Wolf Road	LT Sta. 259+38 to Sta. 261+66	No	No	228	Retaining Wall	7.4	6.5	75	2	2	50	100	2	TM	2	32
2.3	Wolf Road	LT Sta. 26+50 to Sta. 33+00	No	No	650	Retaining Wall	7.1	4.7	75	2	6	50	300	4	ATV	0	96
3.0	Southwest Highway	LT Sta. 313+78 to Sta. 317+60	No	No	382	Retaining Wall	16	12	75	2	4	50	200	3	TM	3	64
									TOTAL		39		2200	31		25	674

**COST ESTIMATE FOR
GEOTECHNICAL SERVICES
UNIT PRICES
2019**

Name: Phase I Design - 143rd Street IL Route 7 - Preliminary Walls Investigations (H>7 feet)
Location: From Wolf to SW Highway, Orland Park, Illinois
Contract/Job: P-91-180-14

Date: 09/04/2019
Wang No.: P130619

Task Description	Units	Unit Price	Extended Cost
DRILLING, SAMPLING & INSITU TESTING			
Drilling Coordination, Utilities Clearance, Site Access, Permitting	7.0 Hours	\$96.00 /Hour	\$672.00
Mobilization (ATV mounted)	2	\$1,400.00 /Each	\$2,800.00
Stand-by Hourly Rate	0.0 Hours	\$420.00 /Hour	\$0.00
<u>Drilling & Sampling - Hourly (SPT, Penetrometer, Rimac, Visual Classification Included)</u>			
Two-man crew - normal working hrs	232.0 Hours	\$420.00 /Hour	\$97,440.00
Two-man crew - overtime (2 hrs per day)	58.0 Hours	\$468.00 /Hour	\$27,144.00
Two-man crew and field supervisor- normal working hrs	0.0 Hours	\$495.00 /Hour	\$0.00
Two-man crew and field supervisor - overtime (2 hrs per day)	0.0 Hours	\$543.00 /Hour	\$0.00
<u>Hand Augering, Pavement/ Deck Coring & Testing</u>			
Two-man crew and equipment	27.0 Hours	\$420.00 /Hour	\$11,340.00
Asbestos content testing on deck cores	0 Tests	\$180.00 /Test	\$0.00
<u>Surveying of Boring Locations</u> (Two-man crew)	0.0 Hours	\$200.00 /Hour	\$0.00
<u>Monitoring Well or Inclinator Installation</u>			
<u>2.0- or 4-inch monitoring wells</u>			
Two-man crew - normal working hours	0.0 Hours	\$420.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$468.00 /Hour	\$0.00
<u>Inclinator casing instalation</u>			
Two-man drilling crew - normal working hours	0.0 Hours	\$420.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$468.00 /Hour	\$0.00
<u>Other items</u>			
55 gallon dot containment drums	0.0 Drums	\$43.00 /Drum	\$0.00
Digital datalogger and barometer	0.0 Each	\$1,339.00 /Each	\$0.00
Well and Casing Materials	At Cost		\$0.00
<u>Boring Location Accessibility, Railroad Fees, State/County/Municipal Fees, Barge Drilling</u>			
Private utility determination	At Cost		\$0.00
Tree clearance	At Cost		\$0.00
Guardrail removal and replacement	At Cost		\$0.00
Dozer / equipment rental	At Cost		\$0.00
Railroad permitting	At Cost		\$0.00
Railroad protective insurance	At Cost		\$0.00
Railroad flagman	At Cost		\$0.00
Pavement opening permit	At Cost		\$0.00
State/municipal insurance and bonding	At Cost		\$0.00
Barge drilling on a navigable waterway	At Cost		\$0.00
\$139,396.00			

Name: Phase I Design - 143rd Street IL Route 7 - Preliminary Soils Investigations (H>7 feet)
Location: From Wolf to SW Highway, Orland Park, Illinois
Contract/Job: P-91-180-14

Date: 09/04/2019
Wang No.: P130619

Task Description			Units	Unit Price	Extended Cost
LABORATORY TESTING					
T265	D2216	Water Content	692.00 Tests	\$10.00 /Test	\$6,920.00
--	D7263	Unit Weight (Density)	0 Tests	\$37.00 /Test	\$0.00
T100	D854	Specific Gravity	0 Tests	\$68.00 /Test	\$0.00
--	D4972	pH of Soil	0 Tests	\$61.00 /Test	\$0.00
T267	D2974	Organic Content by LOI	8 Tests	\$62.00 /Test	\$496.00
T194	--	Organic Content by Wet Combustion	0 Tests	\$137.00 /Test	\$0.00
<u>Particle Size Distribution</u>					
T88	D422	Sieve Analysis	0 Tests	\$79.00 /Test	\$0.00
T88	D422	Combined Sieve and Hydrometer	0 Tests	\$126.00 /Test	\$0.00
--	D1140	Percent Finer than No. 200 Sieve	0 Tests	\$52.00 /Test	\$0.00
<u>Atterberg Limits</u>					
T89, T90	D4318	Liquid and Plastic Limits	11 Tests	\$79.00 /Test	\$869.00
T92	D427	Shrinkage Factors	0 Tests	\$93.00 /Test	\$0.00
<u>Classification of Soils</u>					
--	D2488	Visual Manual	0 Samples	\$20.00 /Sample	\$0.00
--	D2487	Unified Soil Classification System	0 Samples	\$201.00 /Sample	\$0.00
M145	--	AASHTO Classification	0 Samples	\$201.00 /Sample	\$0.00
--	--	USDA Classification	0 Samples	\$126.00 /Sample	\$0.00
<u>Soil Settlement, Swelling, and Collapse Potential</u>					
T216	D2435	One-Dimensional Consolidation	0 Tests	\$573.00 /Test	\$0.00
--	D4546	One-Dimensional Swell	0 Tests	\$556.00 /Test	\$0.00
--	D5333	Collapse Potential	0 Tests	\$309.00 /Test	\$0.00
<u>Shear Strength of Soil</u>					
		Rimac Unconfined Compressive Strength	0 Tests	\$15.00 /Test	\$0.00
T208	D2166	Unconfined Compressive Strength	0 Tests	\$83.00 /Test	\$0.00
T236	D3080	Direct Shear of Soils (3 points)	0 Tests	\$736.00 /Test	\$0.00
T296	D2850	UU Triaxial Compression (3 points)	0 Tests	\$345.00 /Test	\$0.00
T297	D4767	CU Triaxial Compression (3 points)	0 Tests	\$1,133.00 /Test	\$0.00
T297	D4767	CD Triaxial Compression (3 points)	0 Tests	\$1,133.00 /Test	\$0.00
	D7012	Peak Uniaxial Compressive Strength of Rock Core	0 Tests	\$168.00 /Test	\$0.00
<u>Laboratory Compaction Tests</u>					
T99	D698	Moisture-Density of Soils (Standard Effort)	0 Tests	\$206.00 /Test	\$0.00
T180	D1557	Moisture-Density of Soils (Modified Effort)	0 Tests	\$216.00 /Test	\$0.00
T193	--	Illinois Bearing Ratio (1 point)	0 Tests	\$515.00 /Test	\$0.00
T193	D1883	California Bearing Ratio (3 points)	0 Tests	\$948.00 /Test	\$0.00
<u>Coefficient of Permeability</u>					
T215	D2434	Hydraulic Conductivity (Constant Head)	0 Tests	\$464.00 /Test	\$0.00
--	D5084	Hydraulic Conductivity (Flexible Wall)	0 Tests	\$489.00 /Test	\$0.00
<u>Additional Sample Preparation Procedures</u>					
		Removal of Organic Matter	0 Samples	\$90.00 /Sample	\$0.00
		Extrusion & Preservation of Undisturbed Samples	0 Samples	\$29.00 /Sample	\$0.00
		Logging & Classification of Undisturbed Samples	0 Samples	\$67.00 /Sample	\$0.00
		Remolding and Trimming of Samples	0 Samples	\$64.00 /Sample	\$0.00
<u>Planting Soil Mix Testing</u>					
<i>Chemical Analyses & Mitigation Recommendations (300 g sample required)</i>					
		pH, CEC, Soluble Salts, OM, P, K, Other Nutrients	0 Tests	\$118.00 /Test	\$0.00
		Residual Chemicals , Herbicides Full Screen	0 Tests	\$664.00 /Test	\$0.00
<i>Mechanical Analyses & Mitigation Recommendations (1,000 g sample required)</i>					
T88	D422	Combined Sieve and Hydrometer	0 Tests	\$126.00 /Test	\$0.00
<u>Analytical Laboratory Services - for CCDD</u>					
		Volatile Organic Components (VOC)	0 No	\$53.00 /Each	\$0.00
		SemiVOC including PNA's	0 No	\$105.00 /Each	\$0.00
		PCB	0 No	\$58.00 /Each	\$0.00
		Total Metals	0 No	\$47.00 /Each	\$0.00
		PH Determination	0 No	\$7.00 /Each	\$0.00
<u>Corrosion Testing</u>					
		(Resistivity, Chlorides, pH, Redox, and Sulfates)	0 No	\$340.00 /Each	\$0.00
\$ 8,285.00					

Name: Phase I Design - 143rd Street IL Route 7 - Preliminary Soils Investigations (H>7 feet)
Location: From Wolf to SW Highway, Orland Park, Illinois
Contract/Job: P-91-180-14

Date: 09/04/2019
Wang No.: P130619

Task Description	Units	Unit Price	Extended Cost
TRAFFIC CONTROL			
<u>Expressway (1/2 mile)</u>			
Shoulder Closure	0.0 No.	\$800.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$2,500.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$2,700.00 /Each	\$0.00
Three-lane Closure	0.0 No.	\$3,150.00 /Each	\$0.00
Ramp Closure	0.0 No.	\$850.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u>Arterial (1/2 mile)</u>			
Shoulder Closure	0.0 No.	\$700.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$800.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$900.00 /Each	\$0.00
Detour	0.0 No.	\$800.00 /Each	\$0.00
U-2	0.0 No.	\$1,000.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u>Impact Attenuator with Driver</u>			
Port-to-Port	0.0 Hours	\$185.00 /Hour	\$0.00
<u>Roadway Flagmen (two-man crew)</u>			
Port-to-Port	96.0 Hours	\$180.00 /Hour	\$17,280.00
	(with two rigs)		\$ 17,280.00
FIELD VEHICLES & MILEAGE			
<u>Field Vehicle</u>			
Field Vehicle Mileage (>100 Miles per Day)	0.0 Miles	\$0.535 /Mile	\$0.00
Field Vehicle Daily (<100 Miles per Day)	34.00 Days	\$65.00 /Day	\$2,210.00
			\$ 2,210.00
OUT-OF-TOWN EXPENSES			
<u>Lodging</u>	0 Days	\$100.00 /Day	\$0.00
<u>Per Diem</u>	0 Days	\$50.00 /Day	\$0.00
			\$ -
ENGINEERING, REPORTING & MANAGEMENT			
<u>Desk Study, Site Access & Permitting</u>			
Senior Engineer	2.0 Hours	\$170.46 /Hour	\$340.92
Project Engineer/Project Geologist	8.0 Hours	\$108.40 /Hour	\$867.20
Assistant Engineer/Assistant Geologist	6.0 Hours	\$73.12 /Hour	\$438.72
<u>Field Activities</u>			
Project Engineer/Project Geologist	33.0 Hours	\$108.40 /Hour	\$3,577.20
Assistant Engineer/Assistant Geologist	330.0 Hours	\$73.12 /Hour	\$24,129.60
<u>Laboratory Testing</u>			
Project Engineer/Project Geologist	0.0 Hours	\$108.40 /Hour	\$0.00
Laboratory Technician	0.0 Hours	\$79.18 /Hour	\$0.00
<u>Data Analyses & Engineering</u>			
Senior Engineer	18.0 Hours	\$170.46 /Hour	\$3,068.28
Project Engineer/Project Geologist	27.0 Hours	\$108.40 /Hour	\$2,926.80
Assistant Engineer/Assistant Geologist	54.0 Hours	\$73.12 /Hour	\$3,948.48
<u>Report Preparation</u>			
Senior Engineer	36.0 Hours	\$170.46 /Hour	\$6,136.56
Project Engineer/Project Geologist	72.0 Hours	\$108.40 /Hour	\$7,804.80
Assistant Engineer/Assistant Geologist	9.0 Hours	\$73.12 /Hour	\$658.08
QC/QA Reviewer	9.0 Hours	\$196.79 /Hour	\$1,771.11
<u>Project Management</u>			
Principal in Charge	0.0 Hours	\$200.29 /Hour	\$0.00
Project Manager	6.0 Hours	\$170.46 /Hour	\$1,022.76
Administrative Assistant	1.0 Hours	\$96.57 /Hour	\$96.57
			\$ 56,787.08



**COST ESTIMATE FOR
GEOTECHNICAL SERVICES
UNIT PRICES**



Name: Phase I Design - 143rd Street IL Route 7 - Preliminary Walls Investigations (H>7 feet)
Location: From Wolf to SW Highway, Orland Park, Illinois
Contract/Job: P-91-180-14

Date: 09/04/2019
Wang No.: P130619

Task Description	Units	Unit Price	Extended Cost
SUMMARY			
<i>DRILLING, SAMPLING & INSITU TESTING</i>			\$139,396.00
<i>LABORATORY TESTING</i>			\$8,285.00
<i>TRAFFIC CONTROL</i>			\$17,280.00
<i>FIELD VEHICLES & MILEAGE</i>			\$2,210.00
<i>OUT-OF-TOWN EXPENSES</i>			\$0.00
			\$ 167,171.00
<i>ENGINEERING, REPORTING & MANAGEMENT</i>			
Principal in Charge	0.0 Hours	\$200.29 /Hour	\$0.00
Project Manager	6.0 Hours	\$170.46 /Hour	\$1,022.76
Senior Engineer	56.0 Hours	\$170.46 /Hour	\$9,545.76
Project Engineer/Project Geologist	140.0 Hours	\$108.40 /Hour	\$15,176.00
Assistant Engineer/Assistant Geologist	399.0 Hours	\$73.12 /Hour	\$29,174.88
Laboratory Technician	0.0 Hours	\$79.18 /Hour	\$0.00
Administrative Assistant	1.0 Hours	\$96.57 /Hour	\$96.57
QC/QA Reviewer	9.0 Hours	\$196.79 /Hour	\$1,771.11
	611.0		\$ 56,787.08
TOTAL			\$ 223,958.08

REQUEST FOR ACTION REPORT

File Number:	2019-0859
Orig. Department:	Development Services Department
File Name:	CMAQ Grant for 143rd Street and SW Highway Intersection

BACKGROUND:

On March 15, 2019, the Village applied to Chicago Metropolitan Agency for Planning (CMAQ) for 143rd Street engineering and construction funding. We submitted our applications under the Surface Transportation Program (STP) and 2020-2024 Congestion Mitigation and Air Quality Improvement (CMAQ) programs. To improve our chances of getting funds, we divided our request into five different applications. The attached table shows the details and results of our funding applications. (Due to Legistar limitations this table was not included in the body of the report).

On November 13, we were informed by CMAQ that we received \$540K for our application #3. This fund is exclusively for interconnecting traffic signals from Wolf Road to SW Highway. It also requires that we use this fund by FY 2021. If there is a delay in using this fund, we will request an extension from CMAQ.

Current Request

This report is for information and discussion only.

BUDGET IMPACT:

No funds are requested. Therefore, there is no financial impact to the Village.

REQUESTED ACTION:

This report is for information and discussion only. An action or motion is not required.

CMAQ Grant for 143rd Street and SW Highway Intersection

#	Application Detail	Total Funds Requested	Village's Matching Funds	Funds Awarded	Funds To be Used by
1	Wolf to Will-Cook – STP only	\$11.2M	\$2.8M	\$0	N/A
2	143 rd & SW Hwy Intersection to West Ave – CMAQ Funds ¹	\$8.55M	\$2.15M	\$0	N/A
3	Wolf to SW Hwy - Signal Interconnect only – CMAQ Funds	\$540K	\$135K	540K	2021
4	Shared Use Path, 108 th to SW Hwy – STP Funds	\$5.08M	\$1.27M	\$0	N/A
5	Wolf to SW Hwy – STP Funds	\$28M	\$7.3M	\$0	N/A

¹ Includes 143rd and SW Hwy intersection, 143rd and SW Hwy intersection to West Avenue intersection, modifications to Metra Parking Lot, ROW acquisitions, Phase II, and Phase III Engineering services.

REQUEST FOR ACTION REPORT

File Number:	2019-0848
Orig. Department:	Development Services Department
File Name:	Historic District Grant Program - Discussion Only

BACKGROUND:

In 1998, the Village Board approved the first non-residential facade improvement program, known as the Old Orland Facade Improvement Program. This program was primarily intended to address the appearance of historic non-residential buildings in Old Orland along 143rd Street. In 2009, the program was revised to include additional buildings along 143rd Street between West Avenue and LaGrange Road in order to address all of the commercial buildings (historic and non-historic alike) across from the downtown area. At that time, the program was renamed as the Commercial Facade Improvement Program. In late 2012, the Village Board renewed the facade improvement program and made the grant available to all commercial properties Village-wide. The program was then referred to as the Appearance Improvement Grant (AIG). Qualifying improvements would be eligible for 50% of the cost of work up to \$50,000. As a part of fiscal constraint measures, the AIG was de-funded in 2018.

This item is now before the Village Board for discussion to determine if the grant program should be re-instated to help support business retention and attraction to the Old Orland Historic District. If the program was open to all properties in the Historic District, it could also assist property owners with maintaining the historic character of landmark buildings and other contributing structures. The costs to renovate existing commercial properties in the Historic District can be significant due to the age and unique characteristics of these structures. In addition, the codes regarding the exterior appearance of the structure are typically more stringent in the Historic District. As such, this would allow the Village to help offset some of the costs associated with bringing a new business to the district or maintaining the historic character of the community.

Previous grant programs were always 50/50 share between the Village and the property owner and the amount of funding typically has ranged from \$10,000 - \$50,000 per project. Grant eligible projects were limited to facade and site improvements, generally in public view.

DEVELOPMENT SERVICES PLANNING AND ENGINEERING COMMITTEE DISCUSSION
The discussion from the committee was positive. In general, the committee members were in favor of bringing the request forward to the Village Board. The committee was in favor of supporting this program to bring investment to the commercial area of Old Orland as well as providing support for the contributing structures and landmark properties in the district.

This program is currently not budgeted in the 2020 budget. If the Village Board requestd staff to move forward a formal proposal, the program would be brought forward for a specific approval that outlines the provisions of the grant program. The intent, if the program is reinstated, it would be to buget for the 2021 fiscal year.

BUDGET IMPACT:

REQUESTED ACTION:

This item is for discussion only.

REQUEST FOR ACTION REPORT

File Number:	2019-0858
Orig. Department:	Development Services Department
File Name:	John Humphrey Complex - V3 Company's Schedule Extension

BACKGROUND:

On March 18, 2019, the Village Board approved V3 Construction Group's (V3) contract for the John Humphrey Complex (JHC) Renovation. The approved contract value was \$1,608,377.

On May 5, 2019, the Village Board expanded V3's contract by \$547,666 to implement a longer-term solution to improve soil conditions, field drainage, and potential soil settlement issues. Additionally, it included removing and replacing the existing multi-use path with 4-inch asphalt.

On September 3, 2019, the Village Board expanded V3's contract by \$262,324 to improve, replace and/or upgrade various elements at JHC. These include concrete pavement, additional curbs for all four baseball fields, concrete collars for drainage structures, retaining wall for Field 4, add outfall pipe to the wetland, enhance irrigation and related pump systems, paint all light poles (60ft and 100ft tall), and install additional water lines to support enhanced/expanded irrigation system.

Current Request

The project is substantially complete. Due to heavy rain and snow in the last two months, the asphalt pavement around the concession building was not completed. The grass seeds and other vegetation in all four baseball fields and ancillary areas are planted but require 2020 growth season to grow and establish. The complex will be ready for games in 2021 playing season. Therefore, V3 is requesting to extend the project schedule to August 31, 2020.

BUDGET IMPACT:

No additional funds are requested. Therefore, there is no financial impact to the Village.

REQUESTED ACTION:

I move to approve V3 Construction Group's request to extend construction schedule of JHC project to August 31, 2020.

REQUEST FOR ACTION REPORT

File Number:	2019-0865
Orig. Department:	Recreation Department
File Name:	Orland Park Health and Fitness Center Medical Fitness Association Award

BACKGROUND:

The Medical Fitness Association has awarded the Orland Park Health and Fitness Center the 2019 MFA Certified Facility of the Year award. This award is presented to a Medical Fitness Association certified facility that serves as a bench-mark for the industry that other facilities may emulate.

The OPHFC underwent a two-day site visit by an MFA examiner team to renew the Center's MFA certification. Based on the Medical Fitness Standards and guidelines for Medical Fitness Center Facilities Publication, the certification process involves an in-depth adherence to the prescribed standards and guidelines.

A number of key factors distinguish a certified medical center, including:

- An active and regular medical oversight by a medical advisory committee.
- Fitness staff are all certified and licensed.
- Written policies and procedures concerning user safety and the ability to respond appropriately to all emergencies.
- The Center hosts disease management and prevention programs.
- Health-risk reduction and therapeutic-lifestyle programs.
- Members participate in individualized health screening.
- The Center conducts testing and outcome tracking
- Quality management, with a focus on measurable results.
- A focus on improving community health.

OPHFC received a perfect score of 100% from the site visit.

BUDGET IMPACT:

REQUESTED ACTION:

For Discussion Only

2019 Facility of the Year

“Orland Park Health & Fitness Center is viewed as a **tremendous asset** by the Village of Orland Park, IL as it **serves roughly 3,900 members**. The 78,000 sq. ft. facility originally opened in 2001 and was first MFA certified in 2014 under the name “Palos Health & Fitness Center.” Although no longer owned by Palos Hospital, **the facility maintains a relationship with the Palos Health System that is stronger than ever**. This development of this relationship has led to **steady referrals from cardiac rehab, bariatrics, physical therapy, and pulmonary rehab**—all which are represented on the Center’s Medical Advisory Committee. These **referrals helped the facility grow its Next Steps Fitness Programs™ substantially** in the last few years, most notably with an increase from **125 participants in 2017 to 229 participants in 2018**. Unique to the facility are programs specifically designed for individuals with Parkinson’s disease and multiple sclerosis. Orland Park Health & Fitness Center is owned by the Village of Orland Park, IL and managed by Power Wellness. **The facility boasts a 24% attrition rate, the lowest of all Power Wellness centers.**”

**MEDICAL
FITNESS**
Association



MFA Certification

Criteria and Priorities for Facility of the Year Nominees

- Be a Medical Fitness Association Certified Facility
- Be recognized as an exceptional facility
- Contribute significantly and consistently to the advancement and/or recognition of the medical fitness industry
- Share openly their expertise with other facilities
- Serve as a role model for other facilities
- Any member of Medical Fitness Association may nominate another MFA certified facility for the award
- Facilities will be evaluated based upon membership statistics such as attrition rate, financial results (operating margins; ROE), clinical services integration, unique programs, participation in facility certification and community benefit

MFA Certification

Criteria and Priorities for Facility of the Year Nominees



Safety and emergency response, mock codes



Pre-activity health screening, process to identify at-risk individuals with appropriate referral to a qualified healthcare professional



Identifying and utilizing key findings to improve processes, outcomes, member experience



Clinical/fitness programs for persons with chronic medical conditions w/professional staffing, credentials



All Center programs/services/processes are effective and efficient with respect to the facility's mission

“The Distinguished Facility Awards are presented to those medical fitness facilities that **clearly serve as benchmarks** for the industry and whose results others can emulate.”

“**Orland Park Health and Fitness** has an average age of member in the 60's according to their team. The **engagement** of their team in delivering **services** and programs to members is very **cohesive** and **enthusiastic**. Their processes and procedures for operating the business are **exemplary**. Their Pulmonary track in the *Next Steps* program is **unique** and **suggested as a best practice**.”

- Quote from Examiner



REQUEST FOR ACTION REPORT

File Number:	2019-0781
Orig. Department:	Recreation Department
File Name:	Recreation Program Guide RFP

BACKGROUND:

On September 9, 2019 the Village of Orland Park issued a Request for Proposal for printing, binding (saddle stitch and/or perfect binding), and delivery of 3 Recreation Program guides beginning with Summer 2020 . On September 24, 2019, four proposals were received, however they exceeded the budgeted amount. The Board approved rejecting the proposals and to re-issue the RFP with specification adjustments made to help reduce the cost of printing.

On October 22, 2019, the reissued Request for Proposal went out with changes in paper-weight and elimination of the perfect binding option. Three proposals were received from Indiana Printing and Publishing Company, Inc; Mittera Group, Inc.; and Woodward Printing Services which is our current printer. Mittera Group, Inc's proposal was the highest bidder and exceeded the budget. The attached figures are per edition based on three seasonal brochures a year for 28,000 copies per season. The proposal included an option to renew the contract for two additional years, at the discretion of the village.

After reviewing the pricing, samples, and reference checks, the Recreation Department staff recommends accepting the lowest proposal from Indiana Printing and Publishing Company, Inc. in the amounts specified in the RFP. By accepting this proposal, the Recreation Department will realize a savings of \$36,000 in 2020.

BUDGET IMPACT:

The amount budgeted for 2020 is \$84,000 in account 283-4001-460140

REQUESTED ACTION:

I move to approve the proposal for the 2020 - 2022 Recreation Program Guide from Indiana Printing and Publishing Company, Inc. for the specified amounts in the proposal not to exceed the budgeted amount.



ORLAND PARK

RFP Tabulation

RFP Number: 19-026
RFP Issue: October 23, 2019
RFP Opening: November 6, 2019

Project Title: VOP Recreation Program Guide - reissue
Department: Recreation
Addenda: N/A

PROPOSER	PROPOSAL PRICE	CONTACT INFORMATION
Woodward Printing Services	See Summary sheet	Jeff Gourley 11 Means Dr. Plateville, WI 53818 P: 800-348-5515 / F: 608-348-2816 Email: lgourley@wcinet.com Keith Templeton
Mittera Group, Inc.	See Summary sheet	1312 Locust Street, Suite 202 Des Moines, IA 50309 P: 636-288-2884 / F: xxx-xxx-xxxx Email: keith.templeton@mittera.com Mike Donnelly
Indiana Printing and Publishing Company, Inc.	See Summary sheet	899 Water Street P.O. Box 10 Indiana, PA 15701 P: 724-465-5555 / F: 724-465-0402 Email: MJD@indianagazette.net

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

Village of Orland Park RFP Responsiveness Check

RFP No. 19-026

Project Title: VOP Recreation Program Guide - reissue

RFP Requirement	Woodward Printing Services	Mittera Group, Inc.	Indiana Printing and Publishing Company, Inc.		
Submitted 4 copies with samples	✓	V2	✓		
Submitted Technical Proposal (Experience, Op History, Qualifications)	V1	✓	✓		
Submitted a completed Proposal Summary Sheet	✓	✓	✓		
Submitted a completed Certificate of Compliance	✓	✓	✓		
Submitted three (3) references	✓	✓	V3		
Submitted signed Insurance Requirements form	✓	✓	V4		
Pricing Proposal Detail Sheet	✓	✓	✓		

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

V1 - Included brief company profile - did not note that Woodward is the current vendor

V2 - Did not include samples in reissue submission - included in original RFP 19-022

V3 - Did not include 3 references in original unbound set - two copies placed in bound original set

V4 - Did not include signed insurance form in original unbound set - placed two copies of signed form in original bound set

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

ITB 19-026

Description	Woodward Printing Services			Mittera Group, Inc.			Indiana Printing and Publishing Company, Inc.		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Saddle Stitch									
100 page total (84-page body and 2 inserts) plus 6-page cover:	\$22,278.00	\$22,814.00	\$23,349.00	\$32,751.00	\$33,734.00	\$34,746.00	\$15,021.00	\$15,321.42	\$15,627.85
Price of each additional 1,000 guides	\$ 693.00	\$ 711.00	\$ 728.00	\$792.72	\$832.37	\$873.99	\$541.02	\$551.84	\$562.88
108 page total (92-page body and 2 inserts) plus 6-page cover	\$22,815.00	\$24,261.00	\$24,831.00	\$34,603.00	\$35,641.00	\$36,710.00	\$15,556.00	\$15,867.12	\$16,184.46
Price of each additional 1,000 guides	\$ 710.00	\$ 728.00	\$ 746.00	\$856.98	\$899.83	\$944.82	\$560.29	\$571.50	\$582.93
116 page total (100-page body and 2 inserts) plus 6-page cover:	\$25,472.00	\$26,087.00	\$26,702.00	\$36,975.00	\$38,066.00	\$39,069.00	\$17,060.00	\$17,401.20	\$17,749.22
Price of each additional 1,000 guides	\$ 794.00	\$ 814.00	\$ 834.00	\$894.81	\$939.55	\$986.53	\$614.47	\$626.75	\$639.29
Shipping Included (Y/N) - if no, cost	Included			Included			Included		

y

REQUEST FOR ACTION REPORT

File Number:	2019-0785
Orig. Department:	Finance Department
File Name:	2019 Property Tax Levy - Ordinance

BACKGROUND:

Attached you will find the proposed 2019 property tax levy for the Village of Orland Park, as well as the Orland Park Public Library. The total Village levy equals \$13,425,519 and includes the following individual line items, as reflected in the FY2020 Annual Budget approved by the Village Board on December 2, 2019.

Corporate - \$3,391,331
Recreation & Parks - \$1,138,985
FICA - \$1,642,148
IMRF - \$1,911,596
Police Pension - \$3,961,509
Debt Service - \$1,379,950

In total, the Village's total 2019 levy is the same amount as it has been for the last eight (8) years. The components of the 2019 levy as compared to the 2018 levy have changed as follows:

--Debt service component of the overall levy decreased by \$1,746,250. There is three primary reasons for this decrease - (1) the 2011 Bond Series was retired in 2019, (2) the Village refunded its 2010 Bond Series to take advantage of lower interest rates and (3) excess cash from a retired Bond Series allowed for an additional abatement of \$235,000. In total, the 2019 levy reflects abatements in the amount of \$4,342,231, as Home Rule Sales Tax and Water & Sewer Fund user charges are utilized to fund debt service payments on a number of outstanding bond issues.

--Pension components of the overall levy (FICA, IMRF and Police Pension) increased by \$1,117,488. The majority of the increase was due to a significant change in the recommended contribution to the Police Pension Fund; the recommended contribution in 2019 was \$3,099,295, the 2020 recommended contribution is 3,961,569. The change in recommended contribution was primarily due to assumption and funding policy changes and asset returns less than expected. In addition, the Village's IMRF contribution rate increased from 9.89% in 2019 to 11.34% in 2020.

--General Corporate and Recreation and Parks components of the overall levy increased by \$628,762 and will be utilized to fund the public safety and recreation functions of the Village.

The total 2019 Orland Park Public Library levy equals \$6,296,562, including \$5,759,745 for operating purposes and \$536,817 for the payment of debt service on the outstanding library building bonds.

Tax year 2017 was a triennial year and the Village's equalized assessed valuation (EAV) had increased 14.04% as compared to the 2016 tax year EAV. Tax year 2018 EAV decreased by 2.57% as compared to tax year 2017, mostly due to a decrease in the equalizer. Assuming a flat EAV, the Village's estimated extended 2019 tax rate is \$.607 per \$100 of EAV, slightly lower than the 2018 tax rate. For a resident who owns a home with a market value of \$300,000, the amount of taxes paid to the Village of Orland Park should amount to approximately \$488 for tax year 2019 (paid by residents in 2020).

BUDGET IMPACT:

The amounts listed above have been included in the Village's Fiscal Year 2020 Annual Budget.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE CURRENT FISCAL YEAR OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

SECRETARY'S CERTIFICATE

I, Charles McShane, the duly qualified and Secretary of the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

**"RESOLUTION SETTING FORTH FINANCIAL REQUIREMENTS OF
THE ORLAND PARK PUBLIC LIBRARY
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020
AND ENDING DECEMBER 31, 2020"**

adopted at a special meeting of the said Board of Library Trustees held on the 29th day of October, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of October, 2019.


Charles McShane, Secretary

**RESOLUTION SETTING FORTH FINANCIAL REQUIREMENTS OF THE
ORLAND PARK PUBLIC LIBRARY FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020**

BE IT RESOLVED by the Board of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

Section 1: That pursuant to 75 ILCS 5/4-10 , the following is a statement of financial requirements of the Orland Park Public Library for the fiscal year beginning January 1, 2020, and ending December 31, 2020, for inclusion in the Budget of the Village of Orland Park, and a statement of the amount of money which has been determined, in the judgment of the Board of Library Trustees, will be necessary for the Village of Orland Park to levy in its annual Tax Levy Ordinance, said Levy to be made pursuant to 75 ILCS 5/3-5 and pursuant to the provisions of the Illinois Municipal Code.

<u>CORPORATE EXPENDITURES</u>	<u>AMOUNT TO BE LEVIED</u>	<u>AMOUNT RECEIVABLE FROM OTHER SOURCES</u>	<u>AMOUNT TO BE APPROPRIATED</u>
1. <u>STAFF</u>			
Salaries	2,856,566	-0-	2,856,566
Salaries- Maintenance	143,309	-0-	143,309
Life/Health Insurance	549,000	-0-	549,000

2. LIBRARY MATERIALS

Books	299,500	-0-	299,500
Electronic Databases	90,000	-0-	90,000
Periodicals	35,000	-0-	35,000
Audio-Visual Materials	180,000	-0-	180,000
Audio-Visual Equipment	500	15,500	16,000

3. CONTRACTUAL SERVICES

Book Rebinding	-0-	-0-	-0-
Payroll Services	11,975	-0-	11,975
Insurance	47,000	-0-	47,000
Landscaping & Groundskeeping	25,000	-0-	25,000
Building Maintenance	250,000	60,000	310,000
Security System	7,000	-0-	7,000
Library & Office Equipment	750	-0-	750
Legal Fees	41,600	-0-	41,600
Library Consultant	-0-	90,000	90,000

4. PHYSICAL FACILITIES

Electricity	-0-	-0-	-0-
Water & Sewer	12,950	-0-	12,950
Natural Gas	40,500	-0-	40,500
Telephone	9,300	-0-	9,300
Purchase-New Equipment	-0-	-0-	-0-
Building & Custodial Supplies	39,500	-0-	39,500
Building Repairs	18,000	-0-	18,000
Library & Office Equip Repairs & Maintenance	15,000	-0-	15,000
Machine Rental	1,200	-0-	1,200
Automation - Equipment	35,000	-0-	35,000
Automation - Line Costs	10,000	-0-	10,000
Automation - Consultant	31,000	-0-	31,000
Automation - Maintenance	90,000	-0-	90,000
Library Furniture	223,095	26,905	250,000
Outreach Services	9,500	-0-	9,500

5. **DEVELOPMENT**

Board Training & Education	6,000	-0-	6,000
Staff Training & Education	20,000	-0-	20,000
Conference Fees	7,000	-0-	7,000
Patron Programs & Events	43,500	-0-	43,500
Association Dues & Fees	6,000	-0-	6,000
Public Information	43,500	-0-	43,500

6. **SUPPLIES**

Library Supplies	45,000	-0-	45,000
Office Supplies	6,000	-0-	6,000
Postage	17,500	-0-	17,500
Printing	11,500	-0-	11,500

7. **OPERATING EXPENSES**

Contribution to IMRF	234,000	30,000	264,000
Contribution to FICA	209,500	20,000	229,500
Audit	12,500	1,850	14,350

Liability Ins.			
D&O, Bonds, WC	25,000	21,000	46,000
Unemployment Compensation	-0-	-0-	-0-
Bank Charges	500	-0-	500

8. OTHER

Building Renovations	-0-	3,500,000	3,500,000
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TOTAL CORPORATE EXPENDITURES	\$5,759,745	\$3,765,255	\$9,525,000
	=====	=====	=====

The foregoing amounts to be appropriated and levied are hereby appropriated and to be levied from the general property tax for corporate purposes.

Section 2: That the Board of Library Trustees of the Village of Orland Park hereby specifies that a specific fund is being accumulated from the unexpended balance of the proceeds received from library taxes levied for the year 1978 and subsequent years, said fund being accumulated and set aside as a reserve fund for the purchase of sites and construction and equipment of buildings for library purposes in accordance with 75 ILCS 5/5-8 and that the said Board of Library Trustees has resolved to develop and adopt a plan or plans for said purposes pursuant to Article 5 of Act 5 of said Chapter 75.

Section 3: That the Secretary is hereby directed to file a certified copy of this Resolution with the Board of Trustees of the Village of Orland Park within the time specified by law for

inclusion in the next annual Budget and Levy Ordinance of the Village of Orland Park.

ADOPTED this 29th day of October, 2019, pursuant to a roll call vote as follows:

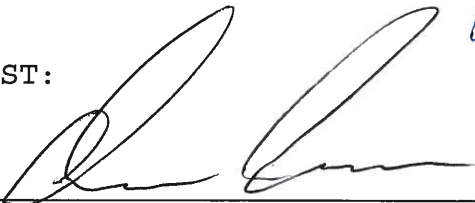
AYES: Leafblad, Barcelona, McMillan, McShane, Healy, Lindblom

NAYS: 0

ABSENT: Kleis

Joanna Liotine Leafblad
Joanna Liotine Leafblad, President

ATTEST:


Charles McShane, Secretary

**VILLAGE OF ORLAND PARK
FISCAL YEAR 2020
TAX LEVY - 2019**

DESCRIPTION	Preliminary 2019	Final 2018	Final 2017	Final 2016	Final 2015	Final 2014
			Triennial			Triennial
% Change		-2.57%	14.04%	5.16%	-2.89%	-2.60%
Equalized Assessed Valuation - Cook	\$ 2,260,896,500	\$ 2,260,896,500	\$ 2,320,497,450	\$ 2,032,537,364	\$ 1,932,675,234	\$ 1,990,006,948
Final Extended Rate - Village Only - Cook		0.609	0.595	0.679	0.714	0.693
Equalized Assessed Valuation - Will	\$ 19,959,183	\$ 19,959,183	\$ 20,501,124	\$ 20,292,495	\$ 19,361,588	\$ 20,098,877
Final Extended Rate - Village Only - Will		0.552	0.6227	0.7101	0.6674	0.7143
Tax Rates:						
General Corporate	0.1500	0.1351	0.0689	0.0357	0.0650	0.1143
Recreation & Parks	0.0504	0.0375	0.0419	0.0474	0.0525	0.0510
FICA	0.0726	0.0715	0.0726	0.0817	0.0814	0.0761
IMRF	0.0846	0.0744	0.0905	0.1016	0.1031	0.0974
Police Pension	0.1752	0.1371	0.1300	0.1554	0.1410	0.1215
Debt Service	0.0610	0.1383	0.1746	0.2386	0.2393	0.2098
TOTAL VILLAGE RATE	0.5938	0.5938	0.5786	0.6605	0.6823	0.6702
Library	0.2548	0.2449	0.2272	0.2531	0.2610	0.2485
2010B G.O. Refunding Library (421)	0.0000	0.0423	0.0718	0.0828	0.0852	0.0821
TOTAL LIBRARY RATE	0.2548	0.2872	0.2990	0.3359	0.3461	0.3305
TOTAL RATE - VILLAGE & LIBRARY			0.8775	0.9964	1.0284	1.0007
Tax Extensions:						
General Corporate	3,391,331	3,054,470	1,597,963	724,697	1,255,610	2,274,483
Recreation & Parks	1,138,985	847,084	972,004	964,058	1,014,435	1,014,634
FICA	1,642,148	1,617,447	1,685,294	1,661,132	1,574,159	1,514,515
IMRF	1,911,596	1,681,023	2,100,949	2,066,038	1,992,276	1,939,123
Police Pension	3,961,509	3,099,295	3,017,612	3,158,694	2,725,964	2,417,988
Sub-total	12,045,569	10,299,319	9,373,822	8,574,619	8,562,444	9,160,744
Tax Extensions - Debt Service:						
2007 G.O. (419)	-	-	-	-	-	1,017,531
Abated 2007 G.O.	-	-	-	-	-	(1,017,531)
2008 G. O. Bonds (031)	-	-	-	-	683,150	677,400
Abated 2008 G.O.	-	-	-	-	(683,150)	(677,400)
2009 G.O. Refunding Bonds (420)	-	-	-	799,425	800,550	804,600
Abated 2009 G.O.	-	-	-	-	-	(100,000)
2010A G.O. Refunding Bonds (421)	-	-	-	805,350	813,300	808,650
2011A G.O. Refunding Bonds (422)	-	1,431,500	1,432,325	1,424,025	1,430,325	1,431,125

**VILLAGE OF ORLAND PARK
FISCAL YEAR 2020
TAX LEVY - 2019**

DESCRIPTION	Preliminary 2019	Final 2018	Final 2017	Final 2016	Final 2015	Final 2014
Abated 2011A G.O.	-	-	-	-	-	(200,000)
2012A G.O. Refunding Bonds (423)	890,100	890,600	885,700	890,600	890,200	889,500
Abated 2012A G.O.	(235,000)	-	-	-	-	-
2012B G.O. Refunding Bonds (424)	1,074,750	1,085,625	1,069,375	369,375	369,375	369,375
Abated 2012B G.O.	(1,074,750)	(1,085,625)	(1,069,375)	(369,375)	(369,375)	(369,375)
2012C G.O. Refunding Bonds (424)	-	-	-	682,763	689,513	669,713
Abated 2012C G.O.	-	-	-	(682,763)	(689,513)	(669,713)
2012D G.O. Refunding Bonds (425)	-	-	933,300	931,200	928,700	930,900
Abated 2012D G.O.	-	-	-	-	-	(300,000)
2013A G.O. Refunding Bonds (427)	1,087,675	1,099,275	1,083,375	383,375	383,375	383,375
Abated 2013A G.O.	(1,087,675)	(1,099,275)	(1,083,375)	(383,375)	(383,375)	(383,375)
2013B G.O. Refunding Bonds (427)	-	-	-	683,438	689,850	669,725
Abated 2013B G.O.	-	-	-	(683,438)	(689,850)	(669,725)
2013C G.O. Refunding Bonds (426)	1,328,056	290,056	292,056	294,056	270,556	266,956
Abated 2013C G.O.	(1,328,056)	(290,056)	(292,056)	(294,056)	(270,556)	(266,956)
2015A G.O. Refunding Bonds (428)	-	1,003,600	1,000,600	985,600	979,000	-
Abated 2015A G.O.	-	(1,003,600)	(1,000,600)	(985,600)	(979,000)	-
2016 G.O. Refunding Bonds (031)	616,750	611,650	611,350	605,750	-	-
Abated 2016 G.O.	(616,750)	(565,650)	(611,350)	(605,750)	-	-
2017 G.O. Refunding Bonds (429)	724,850	758,100	800,371	-	-	-
Sub-total Debt Service	1,379,950	3,126,200	4,051,696	4,850,600	4,863,075	4,264,775
TOTAL VILLAGE LEVY	\$ 13,425,519	\$ 13,425,519	\$ 13,425,519	\$ 13,425,219	\$ 13,425,519	\$ 13,425,519
Library	5,759,745	5,538,000	5,273,000	5,144,234	5,043,367	4,944,477
2010B G.O. Refunding Library (421)	-	980,568	1,664,968	1,683,393	1,645,693	1,633,093
2019 G.O Refunding Bonds Library (430)	536,817	-	-	-	-	-
TOTAL LIBRARY LEVY	\$ 6,296,562	\$ 6,518,568	\$ 6,937,968	\$ 6,827,627	\$ 6,689,060	\$ 6,577,570
TOTAL LEVY - VILLAGE & LIBRARY	\$ 19,722,080	\$ 19,944,086	\$ 20,363,486	\$ 20,252,845	\$ 20,114,578	\$ 20,003,088

**VILLAGE OF ORLAND PARK
2019
TAX LEVY**

EXHIBIT I	<div>GENERAL FUND</div>								
	Budgeted Amount	To Be Paid By Sources Other Than Tax Levy	Amounts To Be Paid By Tax Levy	Amounts To Be Paid By Tax Levy	Amounts To Be Paid By Tax Levy	Amounts To Be Paid By Tax Levy	Amounts To Be Paid By Tax Levy	Amounts To Be Paid By Tax Levy	Amounts To Be Paid By Tax Levy
NON-DEPARTMENTAL	\$ 9,736,917	\$ 9,736,917							
VILLAGE MANAGER	1,597,170	1,428,908		101,148	67,114				
MIS	3,149,495	3,041,905		63,804	43,786				
VILLAGE CLERK	178,366	156,271		13,194	8,901				
PUBLIC INFORMATION	87,825	87,825		-	-				
FINANCE	1,601,521	1,409,648		115,332	76,541				
OFFICIALS	478,074	438,091		11,174	28,809				
DEVELOPMENT SERVICES - ADMINISTRATION	603,344	526,159		46,182	31,003				
DEVELOPMENT SERVICES - BUILDING	1,189,934	1,040,196		87,121	62,617				
DEVELOPMENT SERVICES - PLANNING	603,194	532,192		40,869	30,133				
DEVELOPMENT SERVICES - TRANSP & ENGIN	624,731	555,273		41,797	27,661				
BUILDING MAINTENANCE	4,013,094	3,876,417		81,391	55,286				
GROUNDS MAINTENANCE	142,819	142,819							
E.S.D.A.	69,331	62,807		3,922	2,602				
PUBLIC WORKS - ADMINISTRATION	555,020	484,906		41,522	28,592				
PUBLIC WORKS - STREETS	3,448,414	3,131,600		188,832	127,982				
PUBLIC WORKS - VEHICLE & EQUIPMENT	2,802,517	2,711,083		54,406	37,028				
POLICE	22,679,535	18,550,450	3,391,331	341,356	396,398				
BOARDS & COMMISSIONS	48,265	48,265							
VETERANS COMMISSION	84,241	84,241							
TASTE OF ORLAND	210,000	210,000		-	-				
SPECIAL EVENTS/MARKETING	470,007	470,007		-	-				
Total General Fund	\$ 54,373,814	\$ 48,725,980	\$ 3,391,331	\$ 1,232,050	\$ 1,024,453	\$ -	\$ -	\$ -	\$ -
CIVIC CENTER FUND	\$ 359,294	\$ 335,722		11,913	11,659				
MOTOR FUEL TAX FUND	2,697,676	2,697,676							
PARK FUND	255,100	255,100							
COMMUTER PARKING FUND	399,992	399,992							
SEIZURE AND FORFEITURE FUND	-	-							
OPEN LANDS FUND	129,370	129,370							
ORLAND PARK HISTORY MUSEUM	74,626	68,066		3,917	2,643				
HOME RULE SALES TAX FUND	9,019,688	9,019,688							
RECREATION & PARKS FUND	16,320,880	14,284,055		444,944	452,896	1,138,985			
WATER & SEWER FUND	36,977,625	36,608,357		218,772	150,496				
ROAD EXACTION FUND	-	-							
CAPITAL IMPROVEMENT FUND	12,039,148	12,039,148							
INSURANCE FUND	7,555,560	7,555,560							
MAIN STREET TRIANGLE TIF FUND	2,757,771	2,757,771							
Sub-Total	\$ 88,586,730	\$ 86,150,505	\$ -	\$ 679,546	\$ 617,694	\$ 1,138,985	\$ -	\$ -	\$ -

**VILLAGE OF ORLAND PARK
2019
TAX LEVY**

EXHIBIT I	Budgeted Amount	To Be Paid By Sources Other Than Tax Levy	CORPORATE Amounts To Be Paid By Tax Levy	IMRF Amounts To Be Paid By Tax Levy	SOCIAL SECURITY Amounts To Be Paid By Tax Levy	RECREATION Amounts To Be Paid By Tax Levy	POLICE PENSION Amounts To Be Paid By Tax Levy	LIBRARY Amounts To Be Paid By Tax Levy	BONDS & INTEREST Amounts To Be Paid By Tax Levy
DEBT SERVICE- 2010 G.O.									
G.O. BONDS	556,805	556,805							-
BANK CHARGES	450	450							-
BANK/PAYING AGENT FEE									-
SUPPLEMENTAL DEBT SERVICE LEVY	-								-
FUND TOTAL	\$ 557,255	\$ 557,255							\$ -
DEBT SERVICE- 2011 G.O.									
G.O. BONDS	-	-							-
BANK CHARGES	-	-							-
BANK/PAYING AGENT FEE									
SUPPLEMENTAL DEBT SERVICE LEVY									
FUND TOTAL	\$ -	\$ -							\$ -
DEBT SERVICE- 2012A G.O.									
G.O. BONDS	890,100	235,000							655,100
BANK CHARGES	-	-							
BANK/PAYING AGENT FEE	475	475							-
SUPPLEMENTAL DEBT SERVICE LEVY	-								
FUND TOTAL	\$ 890,575	\$ 235,475							\$ 655,100
DEBT SERVICE- 2012B&C G.O.									
G.O. BONDS	1,074,750	1,074,750							-
BANK CHARGES	-	-							
BANK/PAYING AGENT FEE	475	475							-
SUPPLEMENTAL DEBT SERVICE LEVY	-								
FUND TOTAL	\$ 1,075,225	\$ 1,075,225							\$ -
DEBT SERVICE- 2013A&B G.O.									
G.O. BONDS	1,087,675	1,087,675							-
BANK CHARGES	-	-							
BANK/PAYING AGENT FEE	475	475							-
SUPPLEMENTAL DEBT SERVICE LEVY	-								
FUND TOTAL	\$ 1,088,150	\$ 1,088,150							\$ -
DEBT SERVICE- 2013CG.O.									
G.O. BONDS	1,328,056	1,328,056							-
BANK CHARGES	-	-							
BANK/PAYING AGENT FEE	475	475							-
SUPPLEMENTAL DEBT SERVICE LEVY	-								
FUND TOTAL	\$ 1,328,531	\$ 1,328,531							\$ -

**VILLAGE OF ORLAND PARK
2019
TAX LEVY**

EXHIBIT I	Budgeted Amount	To Be Paid By Sources Other Than Tax Levy	CORPORATE Amounts To Be Paid By Tax Levy	IMRF Amounts To Be Paid By Tax Levy	SOCIAL SECURITY Amounts To Be Paid By Tax Levy	RECREATION Amounts To Be Paid By Tax Levy	POLICE PENSION Amounts To Be Paid By Tax Levy	LIBRARY Amounts To Be Paid By Tax Levy	BONDS & INTEREST Amounts To Be Paid By Tax Levy
DEBT SERVICE- 2017 G.O.									
G.O. BONDS	724,850	-							724,850
BANK CHARGES									
BANK/PAYING AGENT FEE	450	450							\$0
SUPPLEMENTAL DEBT SERVICE LEVY									
FUND TOTAL	\$ 725,300	\$ 450							\$ 724,850
DEBT SERVICE- 2018 G.O.									
G.O. BONDS	536,817	536,817							-
BANK CHARGES									
BANK/PAYING AGENT FEE	-	-							
SUPPLEMENTAL DEBT SERVICE LEVY									
FUND TOTAL	\$ 536,817	\$ 536,817							\$ -
RETIREE MEDICAL & OPEB									
MISCELLANEOUS SERVICES	1,500	1,500							
HEALTH CLAIMS - PPO	414,978	414,978							
HEALTH CLAIMS - HMO	179,829	179,829							
VISION CLAIMS	8,234	8,234							
DENTAL CLAIMS	69,368	69,368							
HEALTH REIMBUREMENT ARRANGEMENT CONTRIBUTI	376,813	376,813							
FUND TOTAL	\$ 1,050,722	\$ 1,050,722							\$ -
POLICE PENSION FUND									
HOURLY WAGES	-	-							
REFUNDS/SALARY DEDUCTION	15,000	15,000							
FICA	-	-							
MEDICARE	-	-							
TRAINING & EDUCATION	1,000	1,000							
DUES & LICENSES	850	850							
BUSINESS TRAVEL	250	250							
MEDICAL EXAMS	7,000	7,000							
AUTO ALLOWANCE & EXPENSE	-	-							
BANK CHARGES	200	200							
CONTRACT LEGAL	4,000	4,000							
ACCOUNTING & AUDITING	22,800	22,800							
CONSULTING/TRUSTEE FEES	150,000	150,000							
CLERICAL SERVICES	2,500	2,500							
FOREIGN WITHHOLDING TAX	500	500							

**VILLAGE OF ORLAND PARK
2019
TAX LEVY**

EXHIBIT I	Budgeted Amount	To Be Paid By Sources Other Than Tax Levy	CORPORATE Amounts To Be Paid By Tax Levy	IMRF Amounts To Be Paid By Tax Levy	SOCIAL SECURITY Amounts To Be Paid By Tax Levy	RECREATION Amounts To Be Paid By Tax Levy	POLICE PENSION Amounts To Be Paid By Tax Levy	LIBRARY Amounts To Be Paid By Tax Levy	BONDS & INTEREST Amounts To Be Paid By Tax Levy
OTHER	1,000	1,000							
PENSION PAYMENTS	5,555,358	1,593,849					3,961,509		
DISABILITY PAYMENTS	153,654	153,654							
SUPPLEMENTAL POLICE PENSION LEVY	-	-							
FUND TOTAL	\$ 5,914,112	\$ 1,952,603	\$ -	\$ -	\$ -	\$ -	\$ 3,961,509	\$ -	\$ -
LIBRARY FUND									
LIBRARY EXPENDITURES (see attachment)	9,525,000	3,228,438						5,759,745	-
	\$ 9,525,000	\$ 3,228,438						\$ 5,759,745	\$ -
DEBT SERVICE- 2010A G.O.									
G.O. BONDS	-	-						536,817	-
BANK CHARGES	-	-						-	-
BANK/PAYING AGENT FEE	-	-						-	-
SUPPLEMENTAL DEBT SERVICE LEVY	-	-							-
FUND TOTAL	-	-						\$ 536,817	-
TOTAL ALL FUNDS	\$ 165,652,231	\$ 145,930,151	\$ 3,391,331	\$ 1,911,596	\$ 1,642,147	\$ 1,138,985	\$ 3,961,509	\$ 6,296,562	\$ 1,379,950
TOTAL TAX LEVY	\$ 19,722,080								

AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND
COLLECTION OF TAXES FOR THE CURRENT FISCAL YEAR OF THE VILLAGE
OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

An ordinance levying taxes for all corporate purposes for the Village of Orland Park, Cook and Will Counties, Illinois, for the fiscal year commencing on the 1st day of January, A.D. 2019 and ending on the 31st day of December, A.D. 2019.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS:

SECTION 1

That the amounts hereinafter set forth or so much thereof as may be authorized by law, be and the same are hereby levied for such purposes as: General Corporate, Recreation and Parks, Police Pension Fund, Village Library, Illinois Municipal Retirement Fund and the Federal Insurance Contributions Act Fund for the fiscal year of the said VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, beginning the 1st day of January A.D. 2019 and ending the 31st day of December A.D. 2019.

SECTION 2

The amount levied for each object or purpose is attached hereto and made a part hereof as EXHIBIT 1.

SECTION 3

That the column headed "budgeted" represents the sum budgeted for each particular purpose and the item opposite thereto. The sum a sums in the column headed "Amount to be Paid by Taxation" opposite each item represents the sum of money to be collected from the tax levy of the fiscal year to be levied. The balance, if any, from each sum budgeted shall be collected or taken from any surplus on hand and the other sources of revenue of the Village of Orland Park provided for by law.

SECTION 4

That the Village Clerk shall make and file with the County Clerks of said Cook and Will Counties, a duly certified copy of this Ordinance and that the amount levied by Section 2 of this Ordinance is required by said Village of Orland Park as aforesaid and extended upon the appropriate tax books for the fiscal year of said Village of Orland Park beginning January 1, 2019 and ending December 31, 2019.

SECTION 5

The Village President shall make and file with the County Clerks of said Cook and Will Counties a certificate to accompany the certified copy of this Ordinance referred to in Section 4 that compliance has been made with “The Truth in Taxation Act.”

SECTION 6

PARTIAL INVALIDITY. If any section, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 7

This Ordinance shall be in full force and effect from and after its passage and approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0784
Orig. Department:	Finance Department
File Name:	Fiscal Year 2020 Annual Budget Approval - Ordinance

BACKGROUND:

After setting aside the appropriate amount of reserves as per Board approved fund balance policies, the Fiscal Year 2020 Annual Budget provides for a balanced budget, meaning that available sources are sufficient to fund projected operating and capital expenditures. Available sources consist of budget savings or operating surplus from prior years, as well as revenues projected for Fiscal Year 2020. The proposed Fiscal Year 2020 Annual Budget commencing on January 1, 2020 and ending on December 31, 2020 reflects \$151,127,873 in revenues and \$156,127,231 in expenditures. The variance between FY2020 revenues and FY2020 expenditures is funded by prior years' operating surplus.

The FY2020 revenue budget does not reflect any newly enacted taxes or revenue sources. In addition, the total amount of the property tax levy reflected in the FY2020 revenue budget remains at \$13,425,519; this is the 9th year in a row that the overall property tax levy has remained at this amount. FY2020 revenue sources also include approximately \$11.8 million of line of credit proceeds to fund significant capital improvement projects included in the FY2020 expenditure budget. All other revenue sources are projected conservatively to ensure the Village does not spend more than available funding would allow.

The FY2020 expenditure budget reflects an increase in total employee compensation costs of approximately 2.6%, including amounts levied for employee pensions. The total full-time staffing count remains at 273. The FY2020 expenditure budget reflects approximately \$25.6 million in capital projects, \$1.1 million in technology enhancements and \$1.4 million in vehicle and equipment purchases.

The Fiscal Year 2020 Annual Budget was drafted through a series of budget workshops with the Village Board and departmental staff. The budget document was made available for public inspection on November 15, 2019. A public hearing on the Fiscal Year 2020 Annual Budget will be held on December 2, 2019, prior to formal approval of the budget.

BUDGET IMPACT:

Attached is a summary, by fund, of the Fiscal Year 2020 Annual Budget.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2020 AND ENDING ON DECEMBER 31, 2020 FOR THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES,

VILLAGE OF ORLAND PARK
REVENUE SUMMARY BY FUND
FISCAL YEAR 2020

Fund Number: Fund Description	FY2017 Actual	FY2018 Actual	FY2019 Projected Budget	FY2020 Proposed Budget
010 : General Fund	\$ 46,165,347	\$ 50,418,990	\$ 52,368,587	\$ 55,126,580
021 : Civic Center	238,102	248,494	267,438	359,294
022 : Motor Fuel	1,474,671	1,531,850	1,436,174	1,950,931
023 : Parks Development	162,667	116,716	279,837	403,417
026 : Commuter Parking	307,541	306,529	297,095	304,110
027 : Forfeiture & Seizure	55,306	41,225	21,000	20,000
028 : Orland Park History Museum	28,106	55,119	49,460	63,837
029 : Open Lands Acquisition	475,758	1,546,174	794,843	144,530
031 : Water & Sewer	29,516,177	28,727,404	38,190,189	31,955,442
053 : Road Exaction	274,899	128,988	281,437	238,936
054 : Capital Improvement	12,401,968	11,434,212	23,895,764	12,326,888
060 : Retiree Medical & OPEB Trust	-	1,175,768	914,911	914,911
061 : Police Pension	14,063,013	580,521	6,461,742	7,348,128
092 : Insurance	7,858,422	8,084,753	7,262,168	7,578,987
281 : Home Rule Sales Tax	10,293,164	10,219,983	9,707,533	9,614,739
282 : Main Street Triangle	18,784,973	1,918,147	1,929,133	1,993,200

VILLAGE OF ORLAND PARK
REVENUE SUMMARY BY FUND
FISCAL YEAR 2020

Fund Number: Fund Description	FY2017 Actual	FY2018 Actual	FY2019 Projected Budget	FY2020 Proposed Budget
283 : Recreation & Parks	13,091,410	13,558,248	13,800,166	16,320,569
418 : 2006 GO Bond	-	-	-	183
420 : 2009 GO Bond Refunding	808,798	2,749	-	-
421 : 2010 GO Bond Refunding	2,498,224	1,667,995	980,568	-
422 : 2011 GO Bond Refunding	1,440,744	1,415,056	1,431,500	-
423 : 2012 GO Bond A Refunding	901,134	875,138	890,600	655,100
424 : 2012 GO Bond B & C Refunding	14,298,434	744,244	664,230	654,062
425 : 2012 GO Bond D Refunding	942,261	922,126	289	-
426 : 2013C GO Bond	267,741	172,308	258,706	1,217,600
427 : 2013A & B GO Bond	14,271,638	744,815	664,803	674,763
428 : 2015 GO Bond	896,350	960,929	895,127	-
429 : 2017A GO Bond	-	1,182,823	758,100	724,850
430 : Library Reimbursement				536,816
520 : Bond Projects	3,028,289	-	-	-
Grand Total	\$ 194,545,136	\$ 138,781,303	\$ 164,501,400	\$ 151,127,873

VILLAGE OF ORLAND PARK
EXPENDITURE SUMMARY BY FUND
FISCAL YEAR 2020

Fund Number : Fund Description	FY2017 Actual	FY2018 Actual	FY2019 Amended Budget	FY2020 Proposed Budget
010 : General Fund	\$ 50,617,586	\$ 50,011,913	\$ 55,316,406	\$ 54,373,814
021 : Civic Center	238,252	238,031	287,438	359,294
022 : Motor Fuel	1,480,607	1,404,179	1,433,367	2,697,676
023 : Parks Development	32,620	10,187	976,067	255,100
026 : Commuter Parking	383,873	368,907	435,092	399,992
027 : Forfeiture & Seizure	51,270	71,580	-	-
028 : Orland Park History Museum	26,304	49,871	49,460	74,626
029 : Open Lands Acquisition	473,153	1,480,441	913,078	129,370
031 : Water & Sewer	26,726,943	29,171,809	48,734,293	36,977,625
053 : Road Exaction	302,021	324,610	-	-
054 : Capital Improvement	13,880,259	10,403,578	25,554,370	12,039,148
060 : Retiree Medical & OPEB	-	8,329	660,322	1,050,722
061 : Police Pension	4,289,951	4,539,567	4,972,693	5,914,112

VILLAGE OF ORLAND PARK
EXPENDITURE SUMMARY BY FUND
FISCAL YEAR 2020

Fund Number : Fund Description	FY2017 Actual	FY2018 Actual	FY2019 Amended Budget	FY2020 Proposed Budget
092 : Insurance	6,856,059	9,234,857	8,182,956	7,555,560
281 : Home Rule Sales Tax	9,507,722	12,971,224	11,410,762	9,019,688
282 : Main Street Triangle	54,910,584	2,027,437	4,156,827	2,757,771
283 : Recreation & Parks	13,064,838	13,567,826	14,215,615	16,320,880
420 : Bond & Interest - 2009 GO Bonds	893,905	65,091	-	-
421 : Bond & Interest - 2010 GO Bonds	2,489,215	1,995,802	981,018	557,255
422 : Bond & Interest - 2011 GO Bonds	1,424,622	1,432,985	1,431,975	-
423 : Bond & Interest - 2012A GO Bonds	891,182	886,306	891,075	890,575
424 : Bond & Interest - 2012B & C GO Bonds	1,052,704	1,069,556	1,086,100	1,075,225
425 : Bond & Interest - 2012D GO Bonds	931,788	933,470	-	-
426 : Bond & Interest - 2013C GO Bonds	294,623	292,637	290,531	1,328,531
427 : Bond & Interest - 2013A & B GO Bonds	1,067,696	1,084,031	1,099,750	1,088,150
428 : Bond & Interest - 2015 GO Bonds	986,167	1,001,181	1,004,075	-
429 : Bond & Interest - 2017A GO Bonds	1,792	800,965	758,550	725,300

VILLAGE OF ORLAND PARK
EXPENDITURE SUMMARY BY FUND
FISCAL YEAR 2020

Fund Number : Fund Description	FY2017 Actual	FY2018 Actual	FY2019 Amended Budget	FY2020 Proposed Budget
430 : Bond & Interest - 2018 GO Bonds	-	-	-	536,817
520 : Bond Projects	3,010,464	5	-	-
Grand Total	\$ 195,886,202	\$ 145,446,375	\$ 184,841,821	\$ 156,127,231

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
COMMENCING ON JANUARY 1, 2020 AND ENDING ON DECEMBER 31, 2020
FOR THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park,
Cook and Will Counties, Illinois, as follows:

SECTION 1

The annual budget for the Village of Orland Park, Cook and Will Counties, Illinois as set
forth in that certain document entitled

VILLAGE OF ORLAND PARK ANNUAL BUDGET FOR FISCAL YEAR 2020

And incorporated herein as if fully set forth, be and the same is hereby adopted as the
Annual Budget for the Village of Orland Park, Cook and Will Counties, Illinois, for the
fiscal year commencing on January 1, 2020.

SECTION 2

REPEAL. That all ordinances or parts of ordinances in conflict with the provisions
hereof are hereby repealed insofar as they conflict herewith.

SECTION 3

EFFECTIVE DATE. That this Ordinance shall be in full force and effect from and after
its passage and approval.

REQUEST FOR ACTION REPORT

File Number:	2019-0791
Orig. Department:	Finance Department
File Name:	An Ordinance Establishing Certain Annual or Hourly Pay Rates and Pay Ranges and the Salary Administration Schedule for the Village of Orland Park Employees - Ordinance

BACKGROUND:

The attached ordinance formally approves the full-time and part-time positions, along with salary ranges, reflected in the FY2020 budget. Going forward, a salary ordinance will be brought to the Board for approval along with the annual budget.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance No. _____ entitled: ORDINANCE ESTABLISHING CERTAIN ANNUAL OR HOURLY PAY RATES AND PAY RANGES AND THE SALARY ADMINISTRATION SCHEDULE FOR THE VILLAGE OF ORLAND PARK EMPLOYEES

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING CERTAIN ANNUAL OR HOURLY PAY RATES AND PAY RANGES
AND THE SALARY ADMINISTRATION SCHEDULE FOR THE VILLAGE OF ORLAND PARK
NON-REPRESENTED EMPLOYEES

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the “Municipality”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Village hereby adopts this ordinance in furtherance of its home rule powers;

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

SECTION 1. ANNUAL OR HOURLY RATES

That the ranges of annual or hourly rates for the non-represented employees of the Village are hereby to read as follows on Appendix A and Appendix B of this Ordinance.

SECTION 2. SALARY ADMINISTRATION PROCEDURES

- A. The Village Manager shall develop procedures and direct the administration of those procedures to ensure that individual employee’s wages are determined and allocated in an equitable manner in keeping with the goals and requirements of this policy.
- B. New employees and newly promoted employees shall be paid a salary within their new salary range that is not less than the minimum of the range and does not exceed the maximum of their new pay range. Salary increases for individual employees will be timed and salary increase amounts will be determined following the specific criteria below:
 1. Quality of performance since the employee’s last salary adjustment.
 2. Comparison of current salary to pay of other employees of like duties, responsibilities and performance.
 3. Position of an employee’s current salary within the pay range in terms of overall ability and overall performance since the employee first entered the range.
- C. The Village Manager shall annually direct the review and survey of certain positions and their salary ranges in comparison with other communities in proximity to the Village of Orland Park or of like size comparable composition.
- D. The Village Board shall annually approve salary rates and their effective dates for all employees.

SECTION 3. JOB CLASSIFICATION:

That all positions of the Village shall be separated into classifications and each classification shall have a pay range and the designation of an annual or hourly rate of pay.

All employees, including department directors, part-time and seasonal employees, shall receive such compensation as shall be determined from time to time by the Village Manager provided, however, no expenditure shall be made on account of or pursuant to appointment or employment by the Village Manager unless sufficient funds have been appropriated in the annual budget.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this ____ day of _____, 2019.

Approved:

President

[SEAL]

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent or Not Voting: _____

APPENDIX A
Village of Orland Park Compensation Plan - Full-Time Non-Represented Employees
Effective January 1, 2020 to December 31, 2020

	Grade	Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum
GIS Technician	2	47,615	64,280	22.89	30.90
Museum Curator/Admin To the Trustees	3	50,948	68,780	24.49	33.07
Communication Manager	4	54,514	73,594	26.21	35.38
Administrative Assistant - Police	5	57,000	79,800	27.40	38.37
Detention Aide/Administrative Specialist	5	57,000	79,800	27.40	38.37
Executive Assistant to Mayor	5	57,000	79,800	27.40	38.37
Executive Assistant to Village Manager	5	57,000	79,800	27.40	38.37
Planner I	5	57,000	79,800	27.40	38.37
Recreation Program Supervisor I	5	57,000	79,800	27.40	38.37
Senior Graphic Designer	5	57,000	79,800	27.40	38.37
Animal Control Officer	6	60,705	84,987	29.19	40.86
Recreation Financial Analyst	6	60,705	84,987	29.19	40.86
Assistant to the Director - Public Works	6	60,705	84,987	29.19	40.86
Management Analyst	6	60,705	84,987	29.19	40.86
Community Services Officer Supervisor	7	64,651	90,511	31.08	43.51
Fitness Center Manager	7	64,651	90,511	31.08	43.51
General Manager - Civic Center	7	64,651	90,511	31.08	43.51
Network Systems Administrator	7	64,651	90,511	31.08	43.51
Office Support Supervisor - All	7	64,651	90,511	31.08	43.51
Public Improvement Technician II - All	7	64,651	90,511	31.08	43.51
Recreation Program Supervisor II	7	64,651	90,511	31.08	43.51
Special Events Manager	7	64,651	90,511	31.08	43.51
Support Services Assitant Manager - All	7	64,651	90,511	31.08	43.51
Aquatic & Ice Rink Manager	8	68,853	96,394	33.10	46.34
Financial Analyst	8	68,853	96,394	33.10	46.34
Assistant to the Village Manager	8	68,853	96,394	33.10	46.34
Foreman	8	68,853	96,394	33.10	46.34
Information System Analyst - Police	8	68,853	96,394	33.10	46.34
Special Recreation Program Supervisor	8	68,853	96,394	33.10	46.34
Utility Supervisor	8	68,853	96,394	33.10	46.34
GIS Manager	9	73,329	102,660	35.25	49.36
Human Resources Generalist	9	73,329	102,660	35.25	49.36
Senior Planner/Project Manager - All	9	73,329	102,660	35.25	49.36
Senior Project Engineer	9	73,329	102,660	35.25	49.36
Parks Operations Manager - All	10	78,095	109,333	37.55	52.56

APPENDIX A
Village of Orland Park Compensation Plan - Full-Time Non-Represented Employees
Effective January 1, 2020 to December 31, 2020

	Grade	Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum
Planning/Economic Development Manager	10	78,095	109,333	37.55	52.56
Purchasing, Contract & Risk Administrator	10	78,095	109,333	37.55	52.56
Recreation Division Manager - All	10	78,095	109,333	37.55	52.56
Streets Operations Manager	10	78,095	109,333	37.55	52.56
Support Services Manager	10	78,095	109,333	37.55	52.56
Utility Operations Manager	10	78,095	109,333	37.55	52.56
V&E/Transportation Operations Manager	10	78,095	109,333	37.55	52.56
Assistant Finance Director	11	90,000	126,000	43.27	60.58
Assistant Recreation Director/Division Manager	11	90,000	126,000	43.27	60.58
Assistant Human Resources Director	11	90,000	126,000	43.27	60.58
Building Division Manager	11	90,000	126,000	43.27	60.58
Network Engineer	11	90,000	126,000	43.27	60.58
Senior Applications System Analyst	11	90,000	126,000	43.27	60.58
Director - Programs & Engineering Services	12	97,650	136,710	46.95	65.73
Human Resources Director	12	97,650	136,710	46.95	65.73
Parks & Grounds Director	12	97,650	136,710	46.95	65.73
Recreation Director	12	97,650	136,710	46.95	65.73
Assistant Village Manager	13	105,950	148,330	50.94	71.31
Development Services Director	13	105,950	148,330	50.94	71.31
Public Works Director	13	105,950	148,330	50.94	71.31
Chief of Police	14	114,956	160,938	55.27	77.37
Chief Technology Officer	14	114,956	160,938	55.27	77.37
Finance Director	14	114,956	160,938	55.27	77.37
Village Manager	15	161,000	225,400	77.40	108.37

APPENDIX B

Village of Orland Park Compensation Plan - Part-Time Non-Represented Employees

Effective January 1, 2020 - December 31, 2020

	Grade	Hourly	
		Minimum	Maximum
After School Pals Instructor	100	\$ 10.00	\$ 13.00
Building Attendant	100	\$ 10.00	\$ 13.00
Building Attendant/Civic Center	100	\$ 10.00	\$ 13.00
Complex Attendant	100	\$ 10.00	\$ 13.00
CPAC Cashier	100	\$ 10.00	\$ 13.00
Daycamp Instructor	100	\$ 10.00	\$ 13.00
Fitness Desk Attendant	100	\$ 10.00	\$ 13.00
Ice Rink Attendant	100	\$ 10.00	\$ 13.00
Inclusion Aide	100	\$ 10.00	\$ 13.00
Intern - Undergrad	100	\$ 10.00	\$ 13.00
Learn to Swim Instructor	100	\$ 10.00	\$ 13.00
Lifeguard	100	\$ 10.00	\$ 13.00
Rec I / Dance Teacher Assistant	100	\$ 10.00	\$ 13.00
Recreation Instructor I	100	\$ 10.00	\$ 13.00
Recreation Instructor I/Van Driver	100	\$ 10.00	\$ 13.00
Seasonal Maintenance	100	\$ 10.00	\$ 13.00
Seasonal Part-Time	100	\$ 10.00	\$ 13.00
Building Supervisor	200	\$ 11.00	\$ 15.00
CPAC Asst. Cashier Manager	200	\$ 11.00	\$ 15.00
Community Service Officer	100	\$ 11.00	\$ 15.00
Hydrant Painters	200	\$ 11.00	\$ 15.00
Lifeguard/Teamlead	200	\$ 11.00	\$ 15.00
Public Works Facilities Attendant	200	\$ 11.00	\$ 15.00
Recreation Instructor II	200	\$ 11.00	\$ 15.00
Seasonal Complex Supervisor	200	\$ 11.00	\$ 15.00
Sign Remover	200	\$ 11.00	\$ 15.00
Sportsplex Attendant	200	\$ 11.00	\$ 15.00
Crossing Guard	300	\$ 12.00	\$ 16.00
Detention Aide	300	\$ 12.00	\$ 16.00
Evidence Clerk	300	\$ 12.00	\$ 16.00
Maintenance Employee	300	\$ 12.00	\$ 16.00
Squad Leader	300	\$ 12.00	\$ 16.00
Complex Attendant II	350	\$ 13.00	\$ 17.00
Maintenance - Civic Center	350	\$ 13.00	\$ 17.00
Maintenance Employee II	350	\$ 13.00	\$ 17.00
Seasonal Maintenance II	350	\$ 13.00	\$ 17.00
Aquatics Trainer	400	\$ 14.00	\$ 18.00
Assistant Manager - Pool	400	\$ 14.00	\$ 18.00
Building Supervisor - Civic Center	400	\$ 14.00	\$ 18.00
Building Supervisor - Sportsplex	400	\$ 14.00	\$ 18.00

APPENDIX B

Village of Orland Park Compensation Plan - Part-Time Non-Represented Employees

Effective January 1, 2020 - December 31, 2020

	Grade	Hourly	
		Minimum	Maximum
Clerk	400	\$ 14.00	\$ 18.00
Clerk Typist/Police	400	\$ 14.00	\$ 18.00
Clerical/Cashier	400	\$ 14.00	\$ 18.00
Complex Supervisor	400	\$ 14.00	\$ 18.00
Daycamp Assistant Site Director	400	\$ 14.00	\$ 18.00
Development Services Assistant	400	\$ 14.00	\$ 18.00
Division Secretary	400	\$ 14.00	\$ 18.00
Graphic Designer	400	\$ 14.00	\$ 18.00
Human Resources Assistant	400	\$ 14.00	\$ 18.00
Information Systems Technician I	400	\$ 14.00	\$ 18.00
Preschool Instructor	400	\$ 14.00	\$ 18.00
Program Assistant	400	\$ 14.00	\$ 18.00
Program Assistant - Veteran's	400	\$ 14.00	\$ 18.00
Recreation Instructor/Specialist	400	\$ 14.00	\$ 18.00
Recreation Service Clerk	400	\$ 14.00	\$ 18.00
Senior Assistant Cashier Manager	400	\$ 14.00	\$ 18.00
Sports Camp Instructor	400	\$ 14.00	\$ 18.00
CPAC Cashier Manager	450	\$ 14.50	\$ 20.00
PACE ADA Van Driver	450	\$ 14.50	\$ 20.00
Recreation Instructor II/Bus Driver	450	\$ 14.50	\$ 20.00
Sports Camp Supervisor	450	\$ 14.50	\$ 20.00
Telecommunicator	450	\$ 14.50	\$ 20.00
Program Coordinator	500	\$ 15.00	\$ 22.00
Complex Manager	500	\$ 15.00	\$ 22.00
Special Event Coordinator	500	\$ 15.00	\$ 22.00
Senior Asst. Pool Manager	600	\$ 21.00	\$ 27.00
Information Systems Technician II	600	\$ 21.00	\$ 27.00
Volleyball Referee	600	\$ 21.00	\$ 27.00
Website and Application Support Technician	600	\$ 21.00	\$ 27.00
Crime Free Housing Coordinator	700	\$ 23.00	\$ 29.00
Financial Analyst	700	\$ 23.00	\$ 29.00
Patrol Officer	700	\$ 23.00	\$ 29.00
Senior Program Coordinator	700	\$ 23.00	\$ 29.00
Senior Special Recreation Coordinator	700	\$ 23.00	\$ 29.00
Dance Instructors	800	\$ 24.00	\$ 30.00
Personal Trainer/Group X	800	\$ 24.00	\$ 30.00
Building Inspector	900	\$ 27.00	\$ 35.00
Electrical Inspector	900	\$ 27.00	\$ 35.00
Engineer I	900	\$ 27.00	\$ 35.00
Plumbing/Property Maintenance Inspector	900	\$ 27.00	\$ 35.00
Senior Property Maintenance Inspector	900	\$ 27.00	\$ 35.00
Senior Planner/Project Manager	990	\$ 30.00	\$ 50.00

APPENDIX B

Village of Orland Park Compensation Plan - Part-Time Non-Represented Employees

Effective January 1, 2020 - December 31, 2020

	Grade	Hourly	
		Minimum	Maximum
Special Projects Manager	990	\$ 30.00	\$ 50.00
Maintenance Employee/Civic Center	999	\$ 50.00	\$ 50.00

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING CERTAIN ANNUAL OR HOURLY PAY RATES AND PAY RANGES
AND THE SALARY ADMINISTRATION SCHEDULE FOR THE VILLAGE OF ORLAND PARK
NON-REPRESENTED EMPLOYEES

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Village hereby adopts this ordinance in furtherance of its home rule powers;

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

SECTION 1. ANNUAL OR HOURLY RATES

That the ranges of annual or hourly rates for the non-represented employees of the Village are hereby to read as follows on Appendix A and Appendix B of this Ordinance.

SECTION 2. SALARY ADMINISTRATION PROCEDURES

- A. The Village Manager shall develop procedures and direct the administration of those procedures to ensure that individual employee's wages are determined and allocated in an equitable manner in keeping with the goals and requirements of this policy.
- B. New employees and newly promoted employees shall be paid a salary within their new salary range that is not less than the minimum of the range and does not exceed the maximum of their new pay range. Salary increases for individual employees will be timed and salary increase amounts will be determined following the specific criteria below:
 1. Quality of performance since the employee's last salary adjustment.
 2. Comparison of current salary to pay of other employees of like duties, responsibilities and performance.
 3. Position of an employee's current salary within the pay range in terms of overall ability and overall performance since the employee first entered the range.
- C. The Village Manager shall annually direct the review and survey of certain positions and their salary ranges in comparison with other communities in proximity to the Village of Orland Park or of like size comparable composition.
- D. The Village Board shall annually approve salary rates and their effective dates for all employees.

SECTION 3. JOB CLASSIFICATION:

That all positions of the Village shall be separated into classifications and each classification shall have a pay range and the designation of an annual or hourly rate of pay.

All employees, including department directors, part-time and seasonal employees, shall receive such compensation as shall be determined from time to time by the Village Manager provided, however, no expenditure shall be made on account of or pursuant to appointment or employment by the Village Manager unless sufficient funds have been appropriated in the annual budget.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this ____ day of _____, 2019.

Approved:

President

[SEAL]

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent or Not Voting: _____

REQUEST FOR ACTION REPORT

File Number:	2019-0836
Orig. Department:	Finance Department
File Name:	BMO Revolving and Non-Revolving Line of Credit Extension and Issuance of a Note - Ordinance

BACKGROUND:

In 2015, the Village established two lines of credit with BMO Harris Bank for the purpose of providing funding for capital improvement projects. A revolving line of credit (RLOC), in the amount of \$10,000,000, was established to provide funding for road reconstruction projects and a non-revolving line of credit (NRLOC), in the amount of \$10,000,000, was established to provide funding for stormwater improvement projects. Both lines of credit had two (2) year terms, with the option to convert the outstanding balance to a term loan at maturity. The original maturity date of each line of credit was August 12, 2017.

In 2017, the Village converted the outstanding balance on each of the lines of credit to term loans and reduced the overall authority of each line of credit. The outstanding amount on the RLOC was \$5,329,000 and the outstanding amount on the NRLOC was \$3,420,000. The RLOC authority was reduced to \$4,000,000 and the NRLOC authority was reduced to \$6,500,000. In addition, the Board authorized using \$2,200,000 of the RLOC authority to fund construction of the Nature Center.

On August 19, 2019, the Board authorized a three (3) month extension of the lines of credit in order to determine any borrowing needs based upon capital projects to be included in the FY2020 budget.

The FY2019 and FY2020 budgets include line of credit proceeds as a funding source for various capital projects. Based upon the amounts reflected in these budgets, it is recommended that the Village increase its RLOC authority to \$10,100,000 and its NRLOC authority to \$9,000,000. This will allow the Village to draw against the lines of credit as expenses related to certain capital projects are incurred.

The RLOC authority of \$10,100,000 includes funding up to \$2,200,000 for Open Lands, as previously approved by the Village Board, in order to fully fund the \$20,000,000 Open Lands referendum that was approved in the early 2000's. A significant portion of this amount has already been drawn as funding for the Nature Center improvements that took place over the last 18 months.

The ordinance cited below authorizes the extension of each line of credit, increases the total borrowing authority of each line of credit and also converts the current outstanding RLOC amount to a term loan. The amount of the term loan will be determined once staff is assured that all invoices related to the Phase I Nature Center improvements have been paid.

BUDGET IMPACT:

Extending the term of the lines of credit will allow the Village to continue funding specific capital projects included in the FY2019 and FY2020 budgets. Utilizing lines of credit that are subsequently converted to term loans allows the Village to minimize the overall cost of borrowing as proceeds are requested as needed, as opposed to receiving all proceeds up front.

REQUESTED ACTION:

I move to approve Ordinance No. _____ entitled "An Ordinance providing for the amendment of the outstanding Revolving Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures, including but not limited to road construction projects and the issuance of a not to exceed \$2,000,000 Note and related Credit Agreement to pay the outstanding balance of said Revolving Credit Agreement and Note, the amendment of the outstanding Non-Revolving Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures, including but not limited to storm water management and water main repair and replacement projects, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, held in the Board Room at Frederick T. Owens Village Hall, 14700 South Ravinia Avenue, in said Village, at 7:00 p.m., on the 2nd day of December, 2019.

* * *

The President, Keith Pekau, called the meeting to order and directed that the roll be called.

Upon the roll being called, the following Trustees answered present: _____

_____.

The following Trustees were allowed by a majority of the President and Board of Trustees in accordance with and to the extent allowed by the rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____
_____.

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____.

The President announced that the next item of business before the President and Board of Trustees was the consideration of an ordinance providing for (i) an amendment to an existing Revolving Credit Agreement and Note to pay the costs of necessary capital expenditures, including but not limited to road construction projects, (ii) an amendment to an existing Credit Agreement and Note to pay the costs of necessary capital expenditures, including but not limited to storm water management and water main repair and replacement projects, (iii) the delivery of a Note and a related Credit Agreement to pay the outstanding balances on the agreement referenced in (i), (iv) the security and payment of such note and (v) the execution and delivery of the amendments and loan agreements related thereto.

Whereupon _____ presented and explained, and there was incorporated into the record in full the following Ordinance:

AN ORDINANCE providing for the amendment of the outstanding Revolving Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures, including but not limited to road construction projects and the issuance of a not to exceed \$2,000,000 Note and related Credit Agreement to pay the outstanding balance of said Revolving Credit Agreement and Note, the amendment of the outstanding Non-Revolving Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures, including but not limited to storm water management and water main repair and replacement projects, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

(the "*Ordinance*").

Trustee _____ moved and Trustee _____ seconded the motion that the Ordinance as presented be adopted.

A President and Board of Trustees discussion of the matter followed. During the President and Board of Trustees discussion, the President gave a public recital of the nature of the matter, which included a reading of the title of the Ordinance and statements that (1) the Ordinance provided for the amendment of the outstanding Revolving and Non-Revolving Lines of Credit of the Village to increase the maximum borrowing authority thereunder, to extend the expiration of said credits and, with respect to the non-revolving line of credit, to modify the authorized purposes for which said funds may be used to specifically include water main repair and replacement projects, (2) the Ordinance provides for the issuance of a promissory note pursuant to a term loan agreement for the purpose of paying the outstanding balance on the revolving line of credit, (3) the line of credit notes and the term loan note are issuable without referendum pursuant to the home rule powers of the Village, (4) the Ordinance provides for

security for the line of credit notes and the term loan note, and (5) the Ordinance provides many details for the line of credit notes and the term loan note, including provision for terms and form of the line of credit notes and the term loan note, and appropriations. The President directed that the roll be called for a vote upon the motion to adopt the Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____ .

Whereupon the President declared the motion carried and the Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the President and Board of Trustees to record the same in full in the records of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting was adjourned.

Village Clerk

Adopted by the President and Board
of Trustees on the 2nd day of
December, 2019.

Published in Pamphlet Form by
authority of the President and Board
of Trustees on the 2nd day of
December, 2019.

AN ORDINANCE providing for the amendment of the outstanding Revolving Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures, including but not limited to road construction projects and the issuance of a not to exceed \$2,000,000 Note and related Credit Agreement to pay the outstanding balance of said Revolving Credit Agreement and Note, the amendment of the outstanding Non-Revolving Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures, including but not limited to storm water management and water main repair and replacement projects, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

• PREAMBLES •

WHEREAS:

A. The Village of Orland Park, Cook and Will Counties, Illinois (the "*Village*"), is a duly organized municipality under the laws of the State of Illinois, operating generally under the Illinois Municipal Code, as amended; by virtue of its population, is a home rule unit pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, and as a home rule unit, the Village may exercise any power or perform any function pertaining to its government and affairs (its "*Home Rule Powers*"), including, but not limited to, the power to tax and to incur debt (the Illinois Municipal Code as supplemented and, where in conflict, superseded by the Home Rule Powers being the "*Act*").

B. Pursuant to the provisions of the Act, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The President and Board of Trustees of the Village (the "*Village Board*") has considered the needs of the Village and its residents and has determined and does hereby determine that it is desirable and in the best interests of the Village to pay the costs of

(i) necessary capital expenditures for certain road reconstruction improvements in and for the Village (the “*Necessary Road Expenditures*”), and (ii) necessary capital expenditures for certain storm water management improvements and water main repair and replacement projects in and for the Village (the “*Necessary Storm Water and Water Main Expenditures*”).

D. The estimated cost of the Necessary Road Expenditures is not less than \$10,100,000 and the estimated cost of the Necessary Storm Water and Water Main Expenditures is not less than \$9,000,000.

E. The Village has previously issued and there is currently outstanding, the Village’s Note, pursuant to a Revolving Credit Agreement (the “*Prior RLOC Agreement*”) between the Village and BMO Harris Bank N.A. (the “*Bank*”), in the maximum principal amount of \$4,000,000, with a final maturity date of December 12, 2019 (the “*RLOC Note*”) established to pay the costs of the Necessary Road Expenditures, and that, as of the date hereof, the principal amount drawn on the RLOC Note and currently outstanding is approximately \$2,000,000 (the “*RLOC Note Balance*”)

F. The Village has previously issued and there is currently outstanding, the Village’s Note pursuant to a Credit Agreement (the “*Prior NRLOC Agreement*” and, together with the Prior RLOC Agreement, the “*Prior Agreements*”) between the Village and the Bank, in the maximum principal amount of \$6,500,000, with a final maturity date of December 12, 2019 (the “*NRLOC Note*”) established to pay the cost of necessary storm water expenditures, and that, as of the date hereof, the principal amount drawn on the NRLOC Note and currently outstanding is approximately \$0.00.

G. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the maximum principal amount of the RLOC Note be increased to \$10,100,000 and that the final maturity of the RLOC Note be extended.

H. The Village Board hereby further expressly determines that it is advisable, necessary and in the best interests of the Village that the Village authorize the execution and delivery of a Third Amendment to the Prior RLOC Agreement, between the Village and the Bank (the “*RLOC Amendment*” and the Prior RLOC Agreement as so amended, the “*RLOC Agreement*”) to pay the Necessary Road Expenditures, and to authorize a Second Amended and Restated Note (the “*Amended RLOC Note*”) to evidence the obligation to repay the principal of and interest on amounts drawn by the Village under the RLOC Agreement.

I. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the maximum principal amount of the NRLOC Note be increased to \$9,000,000 and that the final maturity of the NRLOC Note be extended.

J. The Village Board hereby further expressly determines that it is advisable, necessary and in the best interests of the Village that the Village authorize the execution and delivery of a Third Amendment to the Prior NRLOC Agreement, between the Village and the Bank (the “*NRLOC Amendment*” and, together with the RLOC Amendment, the “*Amendments*,” and the Prior NRLOC Agreement as so amended, the “*NRLOC Agreement*” and, together with the RLOC Agreement, the “*Agreements*”) to pay the Necessary Storm Water and Water Main Expenditures, and to authorize a Second Amended and Restated Note (the “*Amended NRLOC Note*”) to evidence the obligation to repay the principal of and interest on amounts drawn by the village under the NRLOC Agreement.

K. Pursuant to the Prior RLOC Agreement, the RLOC Note Balance may be converted to a term loan.

L. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the RLOC Note Balance be converted into a term loan pursuant to the Prior RLOC Agreement (the “*RLOC Term Loan*”), and that, in connection

therewith, it is in the best interests of the Village to enter into a Credit Agreement between the Village and BMO Harris Investment Company, LLC (“*BHIC*”), setting forth in detail the provisions of the RLOC Term Loan (the “*RLOC Term Loan Agreement*”).

M. The Village Board hereby expressly determines that it is in the best interests of the inhabitants of the Village to authorize the issuance of a Note to evidence the obligation to repay the principal of and interest on amounts drawn from time to time under the RLOC Term Loan Agreement (the “*RLOC Term Loan Note*”).

N. The Village Board hereby expressly determines that it is advisable, necessary and in the best interests of the Village that the transactions contemplated by these preambles be completed by the Village, and that the designated officials of the Village be empowered to execute all documents and agreements as necessary to effectuate such transactions.

O. To such end it is hereby deemed advisable and necessary that the Village Board now adopts this Ordinance so to specify, determine and authorize.

NOW THEREFORE Be It and It Is Hereby Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles.

Act
Agreements
Amended NRLOC Note
Amended RLOC Note
Amendments
Bank

BHIC
Home Rule Powers
Necessary Road Expenditures
Necessary Storm Water and Water Main Expenditures
NRLOC Agreement
NRLOC Amendment
NRLOC Note
Prior Agreements
Prior NRLOC Agreement
Prior RLOC Agreement
RLOC Agreement
RLOC Amendment
RLOC Note
RLOC Note Balance
RLOC Term Loan
RLOC Term Loan Agreement
RLOC Term Loan Note
Village
Village Board

B. The following words and terms are defined as set forth.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Designated Officer*” means the President, Village Manager, Village Finance Director/Treasurer or any other officer or employee of the Village so designated by a written instrument signed by the President or the Village Treasurer.

“*Face Amount*” means the authorized maximum amount of each of the Notes, as stated on its face.

“*Maturity Date*” means the date on which the principal of each Note is due and owing under the respective Note and the corresponding Agreement.

“*Note Register*” means the books of the Village kept by the Note Registrar to evidence the registration and transfer of the Notes.

“*Note Registrar*” means the Village Treasurer.

“*Notes*” means the Amended NRLOC Note and the Amended RLOC Note.

“Ordinance” means this Ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

“Original Ordinance” means the Ordinance of the Village Board adopted on July 27, 2015, authorizing the execution and delivery of the RLOC Note, the NRLOC Note, the Prior RLOC Agreement and the Prior NRLOC Agreement in their original forms, as previously amended from time to time.

“Paying Agent” means the Village Treasurer.

“Regular Record Date” means the day immediately prior to any interest payment date on the Note.

“Tax-exempt” means, with respect to the Notes, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

“Taxable” means, with respect to the Notes, the status of interest paid and received thereon as includible in the gross income of the owners thereof under the Code for federal income tax purposes.

Section 2. Findings. The Village Board hereby finds and determines that (a) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (b) this Ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970; (c) it is necessary and in the best interests of the Village that the Village adopt this Ordinance; (d) it is necessary and in the best

interests of the Village that the Amendments be executed so as to pay the costs of the Necessary Road Expenditures and the Necessary Storm Water and Water Main Expenditures; (e) it is necessary and in the best interests of the Village that the RLOC Note Balance be converted into a term loan; and (f) the execution of the Amendments and the RLOC Term Loan Agreement, the borrowing of money for the purposes authorized therein and the amendment, execution and delivery of the Notes and the Term Loan Note is for a proper public purpose and is in the public interest.

Section 3. Execution of the Amendments Authorized. The Village is hereby authorized to enter into the Amendments with the Bank in final forms to be negotiated with the Bank, *provided* (a) that the Village and the Bank have agreed that the RLOC Agreement, the NRLOC Agreements and the related Notes will be assigned by the Bank to BHIC on or after December 12, 2019, and the Village agrees to acknowledge such assignments, and (b) that such final forms shall be in substantially the forms set forth in *Exhibits A* and *B* hereto (with respect to the NRLOC Amendment and the RLOC Amendment, respectively), with such changes as the Designated Officer or Designated Officers executing the Amendments shall approve, his or her execution thereof to constitute approval of all terms set forth therein by the Village Board. Each of the President or the Village Treasurer be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the Amendments and the Notes by the Village Board, and the Village Clerk be, and hereby is, authorized, empowered and directed to attest the Amendments and the Notes in the name, for and on behalf of the Village, and thereupon to cause the Amendments to be delivered to the Bank. The Amendments (as executed) are entered into to provide for the loan of the proceeds of the respective Notes to the Village and the use of such proceeds as aforesaid and to pay the costs of amending the Notes, in the manner and with the

effect therein provided. From and after the execution and delivery of the Amendments, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendments and the Notes as executed, including the assignments of the Agreements and the Notes to BHIC, and each Designated Officer is hereby authorized to make requests for advances pursuant to the Agreements and the Notes; and the Agreements and the Notes shall constitute, and hereby are made, a part of this Ordinance, and copies of the Agreements and the Notes shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Board.

Section 4. Note Details. The Notes are hereby authorized to be amended and restated and delivered as (i) with respect to the RLOC Note, a revolving line of credit note in the principal amount of \$10,100,000 and (ii) with respect to the NRLOC Note, a non-revolving line of credit note in the principal amount of \$9,000,000. The Notes shall be dated December 12, 2019 (the “*Dated Date*”), and the amount outstanding under the Notes, being the sum of the amounts advanced under the respective Note, not in excess of the Face Amount, and, in the case of the RLOC Note, less in each case principal payments made from time to time thereon, shall be the “*Outstanding Principal Amount*” of the respective Note and the related Agreement. The Outstanding Principal Amount of each Note from time to time outstanding shall bear interest at the rate set forth in the respective Note; *provided, however*, that in no event shall such rate exceed twenty percent (20%) per annum, with interest payable on such date or dates as provided in the respective Note, upon prepayment and on the Maturity Date. The Maturity Date shall be not later than fifteen years from the Dated Date of the respective Note.

The Notes shall continue to bear interest on the respective Outstanding Principal Amounts from time to time at the respective rates provided, in each case from the time advanced

until duly paid or provided for, such interest being computed as provided in each respective Note.

Subject to the provisions of the Agreements and the Notes, the interest on and all payments of principal of the Note shall be payable in lawful money of the United States of America, or by electronic funds transfer of lawful money of the United States of America, upon presentation at the office of the Note Registrar; *provided, however*, that so long as a financial institution is the registered owner of a respective Note, then such payments shall be made by check or draft or electronic funds transfer or account transfer to the person in whose name the respective Note is registered as evidenced by the Note Register at the close of business on the applicable Regular Record Date, which payment shall be made in lawful money of the United States of America and (if by check or draft) mailed to the address or (if by funds transfer) transferred to such account of such registered owner as it appears on the Note Register or at such other address or account as may be furnished in writing to the Note Registrar; *and provided, further*, that the final installment of principal of and interest on each Note shall be paid upon surrender in lawful money of the United States of America, at the principal office maintained for the purpose by the Paying Agent or its proper agent.

The ability of the Village to redeem or prepay the Notes and, with respect to the RLOC Note, the ability of the Village to repay the RLOC Note in whole or in part and draw upon it again during its term, are as described in the Agreements and the Amendments.

The Notes shall be substantially in the form attached to the respective Amendments and as approved by the President or the Village Treasurer, his or her execution thereof to constitute approval of all terms set forth therein by the Village Board, and shall have impressed or imprinted thereon the corporate seal of the Village and shall be attested by the manual signature of the Village Clerk, and in case any officer whose signature shall appear on either of the Notes

shall cease to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The execution by the Village of the fully registered Notes, including the Notes as amended and restated, shall constitute full and due authorization of the Notes, and the Note Registrar shall thereby be authorized to authenticate, date and deliver the Notes, including the Notes as amended and restated. The person in whose name any of the Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Notes shall be made only to or upon the order of the registered owner thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Notes to the extent of the sum or sums so paid.

Each Note shall have thereon a certificate of authentication duly executed by the Note Registrar as authenticating agent of the Village and showing the date of authentication. The Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Notes shall be conclusive evidence that the Notes have been authenticated and delivered under this Ordinance.

Section 5. Amendment and Delivery of the Notes. The Notes hereby authorized and as authorized in the Original Ordinance shall be amended, executed and delivered as herein and therein provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to the Bank; the modifications to the Prior Agreements and the notes issued thereunder as evidenced by the Amendments are in all respects ratified, approved and confirmed, it being hereby found and determined that the Amendments

and the Notes are in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Amendments.

Any Designated Officer and such other officers and officials of the Village as may be necessary are hereby authorized to execute such other documents as may be necessary to implement the Amendments and the transactions contemplated thereby and to effect the amendment and delivery of the Notes, and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Village Board.

Section 6. Security and Payment with Respect to the Agreements and the Notes. The security for the payment of the obligations of the Village under each Note is and shall continue to be as follows: (a) the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the Notes promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity and to pay all other obligations under the Agreements, and (b) all of the taxable property within the Village is subject to a direct annual tax, without limit as to rate or amount; *provided, however,* that (i) a separate tax for the Notes need not be levied for so long as there is no default in payment of any obligation on either Note or either Agreement unless so determined by the Village Board in its discretion and (ii) following a default in payment of any obligation on a Note or either Agreement a separate tax levy shall be placed on file with the County Clerks of Cook and Will Counties, Illinois (the “*County Clerks*”), no later than the last day permitted for

such filings during the then current tax levy year in an amount sufficient to pay all amounts due and payable under the Notes and the Agreements during such year.

The Village covenants and agrees with the Bank and BHIC that so long as the Notes remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the Notes or the ability of the Village to levy and collect taxes, if necessary, to pay its obligations under the Notes and the Agreements.

Section 7. Use of Note Proceeds, General Fund. Note proceeds and other funds of the Village as noted shall continue to be and are hereby appropriated as follows: The drawdown of the principal proceeds of the RLOC Note shall be set aside in a separate fund heretofore created and designated as the “*Capital Improvements Fund*,” and be used to pay the Necessary Road Expenditures when due, including costs of issuance of the RLOC Note, and interest on or principal of the RLOC Note and any obligations under the RLOC Agreement at any time there are insufficient funds from other sources to pay the same. The drawdown of the principal proceeds of the NRLOC Note shall be set aside in a separate fund heretofore created and designated as the “*Waterworks and Sewerage Fund*,” and be used to pay the Necessary Storm Water and Water Main Expenditures when due, including costs of issuance of the NRLOC Note, and interest on or principal of the NRLOC Note and any obligations under the NRLOC Agreement at any time there are insufficient funds from other sources to pay the same. The Village Treasurer shall keep a complete and accurate record of the expenditure of the proceeds of each Note, including the dates of each draw on each Note, the dates the amount of such draw were expended, the purposes of such expenditures by budget item and further detail, including to whom the payment was made, and the useful life of any capital asset for which payment is made. Further, if repayments are made on either Note from time to time, the Treasurer shall at the time

of such prepayment allocate the same to an expenditure as previously made and shall keep a record of such allocations.

Section 8. Execution of the Term Loan Agreement. The Village is hereby authorized to enter into the RLOC Term Loan Agreement with BHIC or its assignee, in substantially the form attached hereto as *Exhibit C*, with such changes to such RLOC Term Loan Agreement as the President or the Village Treasurer shall approve, the execution thereof to constitute conclusive evidence of the approval of any and all terms contained therein. Each of the President or the Village Treasurer be, and hereby is, authorized, empowered and directed to execute, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms contained in the RLOC Term Loan Agreement and the RLOC Term Loan Note by the Village Board, and the Village Clerk be, and hereby is, authorized, empowered and directed to attest the RLOC Term Loan Agreement and the RLOC Term Loan Note in the name, for and on behalf of the Village, and thereupon to cause the RLOC Term Loan Agreement to be delivered to BHIC. The RLOC Term Loan Agreement (as executed) is entered into to provide for the loan of the proceeds of the RLOC Term Loan Note to the Village and the use of such proceeds as aforesaid and to pay the costs of issuing the RLOC Term Loan Note, in the manner and with the effect therein provided. From and after the execution and delivery of the RLOC Term Loan Agreement, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the RLOC Term Loan Agreement and the RLOC Term Loan Note as executed; and the RLOC Term Loan Agreement and the RLOC Term Loan Note shall constitute, and hereby are made, a part of this Ordinance, and a copy of the RLOC Term Loan Agreement and the RLOC Term Loan Note shall be placed in the

official records of the Village, and shall be available for public inspection at the office of the Village Board.

Section 9. Term Loan Note Details. The RLOC Term Loan Note is hereby authorized to be issued in the principal amount of not to exceed \$2,000,000 and shall mature on the date and bear interest at the rate and on the dates as set forth in the RLOC Term Loan Agreement.

The form of the RLOC Term Loan Note as attached to the form of RLOC Term Loan Agreement set forth in *Exhibit C* hereto, subject to appropriate insertions and revisions in order to comply with the provisions of the RLOC Term Loan Agreement (as executed and delivered) be, and the same hereby is, approved. The RLOC Term Loan Note shall be executed in the name, for and on behalf of the Village with the signatures of the President and the Village Clerk. When the RLOC Term Loan Note shall be executed on behalf of the Village in the manner contemplated by the RLOC Term Loan Agreement and this Ordinance, they shall represent the approved form of RLOC Term Loan Note of the Village.

Section 10. Sale and Delivery of the RLOC Term Loan Notes. The RLOC Term Loan Note and the RLOC Term Loan Agreement hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to the BHIC upon the receipt of the purchase price therefor, the same being the par amount of any Loan (as defined in the RLOC Term Loan Agreement); the contract for the sale of the RLOC Term Loan Note, if any, heretofore entered into or to be entered into in connection therewith is in all respects ratified, approved and confirmed, it being hereby found and determined that such sale is in the best interests of the Village; the RLOC Term Loan Agreement is in all respects ratified, approved and confirmed, it being hereby found and determined that the RLOC Term Loan Agreement and the RLOC Term Loan Note are in the best interests of the Village and that no person holding any

office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the RLOC Term Loan Agreement or the RLOC Term Loan Note.

Any Designated Officer and such other officers of the Village as may be necessary are hereby authorized to execute such other documents, as may be necessary to implement the RLOC Term Loan Agreement and the transactions contemplated thereby and to effect the issuance and delivery of the RLOC Term Loan Note, and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Village Board.

Section 11. Security and Payment of the RLOC Term Loan Note. The security for the payment of the obligations of the Village under the RLOC Term Loan Note and the RLOC Term Loan Agreement shall be as follows: (a) the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the RLOC Term Loan Note promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity and to pay all other obligations under the RLOC Term Loan Agreement, and (b) all of the taxable property within the Village is subject to a direct annual tax, without limit as to rate or amount; *provided, however*, that (i) a separate tax for the RLOC Term Loan Note need not be levied for so long as there is no default in payment of any obligation on the RLOC Term Loan Note or the RLOC Term Loan Agreement unless so determined by the Village Board in its discretion and (ii) following a default in payment of any obligation on the RLOC Term Loan Note or the RLOC Term Loan Agreement a separate tax levy shall be placed on file with the County Clerks, no later than the last day permitted for such filings during the then current tax levy year in an amount sufficient to pay all amounts due and

payable under the RLOC Term Loan Note and the RLOC Term Loan Agreement during such year.

The Village covenants and agrees with BHIC that so long the RLOC Term Loan Note remains outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the RLOC Term Loan Note or the ability of the Village to levy and collect taxes, if necessary, to pay its obligations under the RLOC Term Loan Note and the RLOC Term Loan Agreement.

Section 12. Use of Proceeds of the RLOC Term Loan Note. RLOC Term Loan Note proceeds and other funds of the Village as noted are hereby appropriated as follows: The drawdown of the principal proceeds of the RLOC Term Loan Note shall be used to pay the RLOC Note Balance, and any interest accrued thereon or fees related thereto, and said amounts so drawn shall be deposited into the Corporate Fund of the Village or be deposited directly with the Bank, as the holder of the RLOC Note, for such purpose.

Section 13. General Covenants. The Village covenants and agrees with the BHIC with respect to the RLOC Term Loan Note, and again covenants and agrees with the Bank and BHIC with respect to the Notes, that so long as either Note or the RLOC Term Loan Note remains outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid the principal of and interest on each Note and the RLOC Term Loan Note, and all other obligations of the Village under the Agreements and the RLOC Term Loan Agreement in strict conformity with the terms of the Agreements, the RLOC Term Loan Agreement, the Notes, the RLOC Term Loan Note and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Agreements, the RLOC Term Loan Agreement, the Notes, the RLOC Term Loan Note and this Ordinance.

(b) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Necessary Road Expenditures and the Necessary Storm Water and Water Main Expenditures. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Bank or BHIC or their representatives authorized in writing.

(c) The Village will furnish a copy of the annual financial statements of the Village to the Bank and BHIC promptly when such financial statements become available, and in any event, within 210 days of the close of such fiscal year.

(d) The Village will preserve and protect the security of the Notes and the RLOC Term Loan Note and the rights of the registered owners of the Notes.

(e) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the Notes and the RLOC Term Loan Notes of the rights and benefits provided in this Ordinance.

Section 14. General Arbitrage Covenants. Unless the Notes or the RLOC Term Loan Note are issued on a Taxable basis, the Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes or the RLOC Term Loan Note) if taking, permitting or omitting to take such action would cause either of the Notes or the RLOC Term Loan Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on either Note or the RLOC Term Loan Note to be included in the gross income of the recipients thereof for federal

income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Notes and the RLOC Term Loan Note, under present rules, the Village is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Notes and the RLOC Term Loan Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Notes and the RLOC Term Note and affects the Tax-exempt status of the Notes and the RLOC Term Loan Note.

The Village Board hereby authorizes the officials of the Village responsible for issuing the Notes and the RLOC Term Loan Note, the same being the Designated Officers, along with the Village Clerk, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause either Note or the RLOC Term Loan Note to be an arbitrage bond and to assure that the interest on each Note and the RLOC Term Loan Note will be exempt from federal income taxation. In connection therewith, the Village and the Village Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes and the RLOC Term Loan Note; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if

deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 15. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Notes and the RLOC Term Loan Note to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Notes or the RLOC Term Loan Note to be issued in, or converted into, bearer or coupon form.

Section 16. Reimbursement. None of the proceeds of the Notes will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof (i) except architectural or engineering costs incurred prior to commencement of any portion of the projects financed by the Notes, (ii) expenditures paid within 60 days of this Ordinance or (iii) expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.103-18 as to all costs of the projects financed by the Notes, paid after the date hereof and prior to issuance of the Notes.

Section 17. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published in pamphlet form by authority of the Village Board.

Section 18. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: December 2, 2019

APPROVED: December 2, 2019

President, Village of Orland Park, Cook and
Will Counties, Illinois

RECORDED In Village Records: December 2, 2019.

PUBLISHED in pamphlet form by authority of the Village Board on December 2, 2019.

ATTEST:

Village Clerk, Village of Orland Park,
Cook and Will Counties, Illinois

EXHIBIT A

**FORM OF AMENDMENT TO REVOLVING TAX-EXEMPT GENERAL OBLIGATION
LINE OF CREDIT AGREEMENT AND NOTE**

EXHIBIT B

**FORM OF AMENDMENT TO NON-REVOLVING TAX-EXEMPT GENERAL OBLIGATION
LINE OF CREDIT AGREEMENT AND NOTE**

EXHIBIT C

FORM OF RLOC TERM LOAN AGREEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Orland Park, Cook and Will Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Village Board*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Village Board held on the 2nd day of December, 2019 insofar as the same relates to the adoption of a Ordinance and entitled:

AN ORDINANCE providing for the amendment of the outstanding Revolving Credit Agreement and Note of the Village of Orland Park, Cook and Will Counties, Illinois, to pay the costs of necessary capital expenditures, including but not limited to road construction projects and the issuance of a not to exceed \$2,000,000 Note and related Credit Agreement to pay the outstanding balance of said Revolving Credit Agreement and Note, the amendment of the outstanding Non-Revolving Credit Agreement and Note of said Village to pay the costs of necessary capital expenditures, including but not limited to storm water management and water main repair and replacement projects, providing for the execution of the amendments and agreements related thereto and providing for the security for the Village's obligations under such agreements and payment of said notes.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Village Board on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and the principal office of the Village Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda remained continually posted until the adjournment of aid meeting, and that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Village Board

has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Village Board in the adoption of said Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 2nd day of December, 2019.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Orland Park, Cook and Will Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the "*Village Board*") thereof.

I do further certify that on the 2nd day of December, 2019 there was published in pamphlet form, by authority of the Village Board, a true, correct and complete copy of Ordinance No. _____ of the Village providing for certain amendments to the outstanding Revolving Tax-Exempt General Obligation Line of Credit Note and Non-Revolving Tax-Exempt General Obligation Line of Credit Note of the Village and the issuance of a Term Loan Note pursuant to a Term Loan Agreement authorized pursuant thereto, and that said Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the
Village this 2nd day of December, 2019.

[SEAL]

Village Clerk

THIRD AMENDMENT TO CREDIT AGREEMENT

This THIRD AMENDMENT TO CREDIT AGREEMENT (this "*Amendment*") dated as of December 12, 2019 (the "*Amendment Date*") is between the VILLAGE OF ORLAND PARK, ILLINOIS, a municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the "*Borrower*"), and BMO HARRIS BANK N.A., a national banking association (the "*Lender*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, the Borrower and the Lender have entered into that certain Credit Agreement dated as of August 12, 2015, as amended by that certain First Amendment to Credit Agreement dated as of August 10, 2017 (as so further amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*"), pursuant to which the Lender has agreed to extend credit to the Borrower on the terms and conditions set forth in the Agreement; and

WHEREAS, the parties hereto wish to amend certain provisions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The defined terms "*Commitment Amount*," "*Commitment Termination Date*," "*Taxable Rate*," and "*Term Loan Maturity Date*" set forth in Section 1.01 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

"*Commitment Amount*" means \$9,000,000.

"*Commitment Termination Date*" means the earliest of:

- (a) December 12, 2021; and
- (b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

"*Taxable Rate*" means, for each day, a rate of interest per annum equal to the product of (i) the interest rate on the Bond for such day and (ii) the applicable Taxable Rate Factor.

1.02. Section 1.01 of the Agreement shall be further amended by adding the following defined terms in the correct alphabetical order:

“Maximum Federal Corporate Tax Rate” means for any date, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code as in effect on such date (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender as of such date.

“Taxable Rate Factor” means, for each day that the Taxable Rate is determined, the quotient of (i) one, divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

1.03. Article VIII of the Agreement is hereby amended by the addition of a new Section 8.19 to be added in the appropriate numerical sequence and to read as follows:

Section 8.19. EMMA Postings. The Borrower shall not file or submit or permit the filing or submission, of all or any portion of any document (or any summary thereof) entered into in connection with this Agreement or the other Loan Documents (or any default, event of acceleration, termination event, modification of terms or other similar events relating to the this Agreement) with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such document or portion thereof (or summary thereof), as applicable, to be so filed or submitted (i) has been provided to the Lender for review in advance of such filing or submission, and (ii) shall have been redacted to the extent reasonably required by the Lender, provided that such redaction may be no greater than permitted under applicable federal securities law guidance, if any. The Borrower acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Borrower’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure undertaking, similar agreement or applicable securities or other laws, including but not limited to those relating to Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12).

1.04. Exhibit B of the Agreement is hereby amended and restated in its entirety and as so amended shall be replaced with Exhibit A to this Amendment (the *“Amended and Restated Note”*).

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01. Delivery by the Borrower of an executed counterpart of this Amendment.

2.02. The following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Borrower contained in the Agreement and each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.03. Receipt by the Lender of the ordinance of the Board of Trustees of the Borrower authorizing the execution, delivery and performance of this Amendment and the other matters contemplated hereby and thereby.

2.04. Receipt by the Lender of an opinion of counsel to the Borrower, addressed to the Lender, and in form and substance satisfactory to the Lender.

2.05. Receipt by the Lender of a closing certificate executed by an Authorized Officer of the Borrower certifying the name and signature of the person authorized to execute and deliver, on behalf of the Borrower, this Amendment, in form and substance satisfactory to the Lender.

2.06. Payment to the Lender of an amendment fee in the amount of \$2,500 in accordance with Section 2.07(b) of the Agreement.

2.07. Payment to the Lender or directly to its counsel, as applicable, of the reasonable legal fees and expenses of counsel to the Lender.

2.08. All other legal matters with respect to this Amendment shall be satisfactory to the Lender and its counsel.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

In addition to the representations given in Article V of the Agreement, the Borrower, hereby represents and warrants as follows:

3.01. The execution, delivery and performance by the Borrower of this Amendment and the Agreement, as amended hereby, are within its respective powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Borrower.

3.02. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Borrower of this Amendment or the Agreement, as amended hereby.

3.03. This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance

with their respective terms, except that (i) the enforcement thereof may be limited by principles of sovereign immunity and by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Borrower, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT THE LENDER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: Keith Pekau
Title: President

ATTEST:

By: _____
Name: John C. Mehalek
Title: Village Clerk

BMO HARRIS BANK N.A.

By: _____
Name: Adam J. Hanula
Title: Vice President

EXHIBIT A

FORM OF SECOND AMENDED AND RESTATED NOTE

\$9,000,000

December __, 2019

FOR VALUE RECEIVED, the undersigned VILLAGE OF ORLAND PARK, ILLINOIS (the "*Borrower*"), hereby promises to pay to BMO HARRIS BANK N.A. or registered assigns (the "*Lender*"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan and the Term Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of August 12, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Agreement*;" the terms defined therein being used herein as therein defined), between the Borrower and the Lender.

The Borrower promises to pay interest on the unpaid principal amount of each Loan and the Term Loan from the date of such Loan and the Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds as set forth in the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount will bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Second Amended and Restated Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Loans and the Term Loan made by the Lender will be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Loans and the Term Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

This Second Amended and Restated Note is issued in full substitution of and replacement for, and evidences all indebtedness previously evidenced by that certain Amended and Restated Note dated August 10, 2017, payable to the Lender in the face principal amount of \$6,500,000.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____

Name: _____

Title: _____

LOANS AND PAYMENTS WITH RESPECT THERETO

[illegible]

THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT

This THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT (this “*Amendment*”) dated as of December 12, 2019 (the “*Amendment Date*”) is between the VILLAGE OF ORLAND PARK, ILLINOIS, a municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the “*Borrower*”), and BMO HARRIS BANK N.A., a national banking association (the “*Lender*”). All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, the Borrower and the Lender have entered into that certain Revolving Credit Agreement dated as of August 12, 2015, as amended by that certain First Amendment to Revolving Credit Agreement dated as of August 10, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), pursuant to which the Lender has agreed to extend credit to the Borrower on the terms and conditions set forth in the Agreement; and

WHEREAS, the parties hereto wish to amend certain provisions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The defined terms “*Commitment Amount*,” “*Commitment Termination Date*,” “*Taxable Rate*” and “*Term Loan Maturity Date*” set forth in Section 1.01 of the Agreement are hereby amended in their entirety and as so amended shall be restated to read as follows:

“*Commitment Amount*” means \$10,100,000.

“*Commitment Termination Date*” means the earliest of:

(a) December 12, 2021; and

(b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

“*Taxable Rate*” means, for each day, a rate of interest per annum equal to the product of (i) the interest rate on the Bond for such day and (ii) the applicable Taxable Rate Factor.

1.02. Section 1.01 of the Agreement shall be further amended by adding the following defined terms in the correct alphabetical order:

“*Maximum Federal Corporate Tax Rate*” means for any date, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code as in effect on such date (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender as of such date.

“*Taxable Rate Factor*” means, for each day that the Taxable Rate is determined, the quotient of (i) one, divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

1.03. Article VIII of the Agreement is hereby amended by the addition of a new Section 8.19 to be added in the appropriate numerical sequence and to read as follows:

Section 8.19. EMMA Postings. The Borrower shall not file or submit or permit the filing or submission, of all or any portion of any document (or any summary thereof) entered into in connection with this Agreement or the other Loan Documents (or any default, event of acceleration, termination event, modification of terms or other similar events relating to the this Agreement) with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such document or portion thereof (or summary thereof), as applicable, to be so filed or submitted (i) has been provided to the Lender for review in advance of such filing or submission, and (ii) shall have been redacted to the extent reasonably required by the Lender, provided that such redaction may be no greater than permitted under applicable federal securities law guidance, if any. The Borrower acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Borrower’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure undertaking, similar agreement or applicable securities or other laws, including but not limited to those relating to Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12).

1.04. Exhibit B of the Agreement is hereby amended in its entirety and as so amended shall be replaced with Exhibit A to this Amendment (the “*Second Amended and Restated Note*”).

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01. Delivery by the Borrower of an executed counterpart of this Amendment.

2.02. Delivery by the Borrower of the executed Second Amended and Restated Note.

2.03. The following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Borrower contained in the Agreement and each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

2.04. Receipt by the Lender of the ordinance of the Board of Trustees of the Borrower authorizing the execution, delivery and performance of this Amendment, the Second Amended and Restated Note and the other matters contemplated hereby and thereby.

2.05. Receipt by the Lender of an opinion of counsel to the Borrower, addressed to the Lender, and in form and substance satisfactory to the Lender.

2.06. Receipt by the Lender of a closing certificate executed by an Authorized Officer of the Borrower certifying the name and signature of the person authorized to execute and deliver, on behalf of the Borrower, this Amendment and the Second Amended and Restated Note, in form and substance satisfactory to the Lender.

2.07. Payment to the Lender of an amendment fee in the amount of \$2,500 in accordance with Section 2.07(b) of the Agreement.

2.08. Payment to the Lender or directly to its counsel, as applicable, of the reasonable legal fees and expenses of counsel to the Lender incurred in connection with this Amendment and the Second Amendment to Revolving Credit Agreement dated as of August 12, 2019.

2.09. All other legal matters with respect to this Amendment shall be satisfactory to the Lender and its counsel.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

In addition to the representations given in Article V of the Agreement, the Borrower, hereby represents and warrants as follows:

3.01. The execution, delivery and performance by the Borrower, of the Second Amended and Restated Note, this Amendment and the Agreement, as amended hereby, are within its respective powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Borrower.

3.02. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Borrower of the Second Amended and Restated Note, this Amendment or the Agreement, as amended hereby.

3.03. The Second Amended and Restated Note, this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their respective terms, except that (i) the enforcement thereof may be limited by principles of sovereign immunity and by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Borrower, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT THE LENDER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: Keith Pekau
Title: President

ATTEST:

By: _____
Name: John C. Mehalek
Title: Village Clerk

BMO HARRIS BANK N.A.

By: _____
Name: Adam J. Hanula
Title: Vice President

EXHIBIT B

FORM OF SECOND AMENDED AND RESTATED NOTE

\$10,100,000

December __, 2019

FOR VALUE RECEIVED, the undersigned VILLAGE OF ORLAND PARK, ILLINOIS (the "*Borrower*"), hereby promises to pay to BMO HARRIS BANK N.A. or registered assigns (the "*Lender*"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan and the Term Loan from time to time made by the Lender to the Borrower under that certain Revolving Credit Agreement dated as of August 12, 2015 (as amended, restated, supplemented or otherwise modified in writing from time to time, the "*Agreement*," the terms defined therein being used herein as therein defined), between the Borrower and the Lender.

The Borrower promises to pay interest on the unpaid principal amount of each Loan and the Term Loan from the date of such Loan and the Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds as set forth in the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount will bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Second Amended and Restated Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Second Amended and Restated Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Loans and the Term Loan made by the Lender will be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Second Amended and Restated Note and endorse thereon the date, amount and maturity of its Loans and the Term Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Second Amended and Restated Note.

This Second Amended and Restated Note is issued in full substitution of and replacement for, and evidences all indebtedness previously evidenced by that certain Amended and Restated Note dated August 10, 2017, as amended, payable to the Lender in the face principal amount of \$4,000,000).

[SIGNATURE PAGE FOLLOWS]

THIS SECOND AMENDED AND RESTATED NOTE SHALL BE GOVERNED BY, AND
CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: Keith Pekau
Title: President

ATTEST:

By: _____
Name: John C. Mehalek
Title: Village Clerk

LOANS AND PAYMENTS WITH RESPECT THERETO

[illegible]

TERM LOAN AGREEMENT

dated as of December 12, 2019

between

VILLAGE OF ORLAND PARK, ILLINOIS

and

BMO HARRIS INVESTMENT COMPANY, LLC

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A — Form of Note

B — Form of Compliance Certificate

TERM LOAN AGREEMENT

This TERM LOAN AGREEMENT (as amended, modified, supplemented or restated from time to time, this “*Agreement*”) is entered into as of December 12, 2019, between the VILLAGE OF ORLAND PARK, ILLINOIS, a municipality and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois (the “*Borrower*”), and BMO Harris Investment Company, LLC, a Nevada corporation (the “*Lender*”).

The Borrower has requested that the Lender extend credit, and the Lender is willing to do so on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings set forth below:

“*Affiliate*” means, with respect to a Person, any Person (whether for-profit or not-for-profit), which “controls,” is “controlled” by, or is under common “control” with such Person. For purposes of this definition, a Person “controls” another Person when the first Person possesses or exercises directly, or indirectly through one or more other affiliates or related entities, the power to direct the management and policies of the other Person, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract, or otherwise.

“*Agreement*” has the meaning set forth in the introductory paragraph hereto.

“*Authorized Officer*” means the Village President, the Village Clerk, the Finance Director/Village Treasurer or any other officer of the Borrower authorized to act on its behalf.

“*Bank Agreement*” means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, continuing covenant agreement, bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to make payment of, or to purchase or provide credit enhancement for bonds or notes of the Borrower or to make loans to the Borrower.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time, (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.0%), (iii) LIBOR Quoted Rate *plus* three percent (3.0%) so long as such rate is readily ascertainable and generally available, and (iv) five percent (5.0%).

“*Borrower*” has the meaning set forth in the introductory paragraph hereto.

“Borrowing” means the borrowing of the Term Loan from the Lender pursuant to Section 2.01 hereof.

“Business Day” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in New York, New York or Chicago, Illinois are authorized by law to close and (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, will in each case be deemed to be a *“Change in Law”*, regardless of the date enacted, adopted or issued.

“Closing Date” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 8.01 hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“Debt” of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary course of business, (iv) all obligations of such Person as lessee under capital leases, (v) all Debts of others secured by a lien on any asset of such Person, whether or not such Debts are assumed by such Person, (vi) all Guarantees by such Person of Debt of other Persons, (vii) all obligations of such Person to reimburse or repay any bank or other Person in respect of amounts paid or advanced under a letter of credit, credit agreement, liquidity facility or other instrument, and (viii) net obligations of such Person under any Swap Contract.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“Default” means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“*Default Rate*” means, for any day, a rate of interest per annum equal to the sum of the Base Rate in effect on such day plus four percent (4.0%).

“*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject to any Sanction.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the Borrower files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) on the date when Lender notifies the Borrower that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Borrower of such notification from the Lender, the Borrower shall deliver to the Lender a ruling or determination letter issued to or on behalf of the Borrower by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Borrower shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Borrower, or upon any review or audit of the Borrower or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the Borrower shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender the interest on the Term Loan due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Borrower has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Lender, the Borrower shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges the Lender shall be obligated to make as a result of the Determination of Taxability.

“*Dollar*” and “\$” mean lawful money of the United States.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Event of Default” has the meaning specified in Section 7.01 hereof.

“Event of Taxability” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Borrower, or the failure to take any action by the Borrower, or the making by the Borrower of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on the Term Loan to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Term Loan to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes.

“Excess Interest” has the meaning specified in Section 2.12 hereof.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the Lender or required to be withheld or deducted from a payment to the Lender, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of the Lender being organized under the laws of, or having its principal office located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of the Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Lender pursuant to a law in effect on the date on which the Lender acquires such interest in the Term Loans or the Term Loan Commitment and (c) Taxes attributable to the Lender’s failure to comply with Section 3.01(e).

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day will be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day will be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Lender on such day on such transactions as determined by the Lender.

“Fitch” means Fitch, Inc., and any successor rating agency.

“General Obligation Debt” means general obligation Debt payable from any moneys, revenues, receipts, income, assets or funds of the Borrower legally available for such purposes.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the *“primary obligor”*) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, or (ii) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee will be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term *“Guarantee”* as a verb has a corresponding meaning.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under the Agreement or the Note and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnitees” has the meaning specified in Section 8.04(b) hereof.

“Information” has the meaning specified in Section 8.07 hereof.

“Interest Payment Date” means the first Business Day of each month.

“IRS” means the United States Internal Revenue Service.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Lender*” has the meaning specified in the introductory paragraph hereto.

“*Lending Office*” means, the office or offices of the Lender described as such in Schedule 8.02, or such other office or offices as the Lender may from time to time notify the Borrower.

“*LIBOR Quoted Rate*” means, for any day, the rate per annum equal to the quotient of (i) the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in U.S. Dollars for a one-month interest period which appears on the applicable Bloomberg screen (or such other commercially available source providing quotations as may be designated by the Lender from time to time) as of 11:00 a.m. (London, England time) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) divided by (ii) one (1) minus the Reserve Percentage, *provided that* in no event shall the “LIBOR Quoted Rate” be less than 0.00%; the term “*Reserve Percentage*” means, for any day, the maximum reserve percentage, expressed as a decimal, at which reserves (including, without limitation, any emergency, marginal, special, and supplemental reserves) are imposed by the Board of Governors of the Federal Reserve System (or any successor) on “*eurocurrency liabilities*”, as defined in such Board’s Regulation D (or any successor thereto), subject to any amendments of such reserve requirement by such Board or its successor, taking into account any transitional adjustments thereto, without benefit or credit for any prorations, exemptions or offsets under Regulation D (and adjusted automatically on and as of the effective date of any change in any such reserve percentage).

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“*Loan Documents*” means this Agreement, the Note, the Ordinance and any other document, certificate or opinion delivered in connection therewith.

“*Material Adverse Effect*” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition or prospects of the Borrower; (b) a material impairment of the ability of the Borrower to perform its obligations under this Agreement, the Note or the Ordinance; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of this Agreement, the Note or the Ordinance.

“*Maximum Federal Corporate Tax Rate*” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender).

“*Maximum Rate*” means the lesser of (i) eighteen percent (18%) and (ii) the maximum non-usurious lawful rate of interest permitted by applicable law.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*Note*” means a promissory note made by the Borrower in favor of the Lender evidencing the Term Loan made by the Lender, substantially in the form of Exhibit B.

“*Obligations*” means all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under this Agreement, the Note or the Ordinance or otherwise with respect to any Term Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“*OFAC*” means the United States Department of Treasury Office of Foreign Assets Control.

“*Ordinance*” means that certain ordinance adopted by the Board of Trustees of the Borrower on December __, 2019.

“*Other Connection Taxes*” means Taxes imposed as a result of a present or former connection between the Lender and the jurisdiction imposing such Tax (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement, the Note or the Ordinance, or sold or assigned an interest in the Term Loan or this Agreement, the Note or the Ordinance).

“*Other Taxes*” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement, the Note or the Ordinance, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“*Participant*” has the meaning set forth in Section 8.06(b) hereof.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*Person*” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“*Prime Rate*” means on any day, a fluctuating rate of interest per annum equal to the “*Prime Rate*” listed daily in the “*Money Rate*” section of *The Wall Street Journal*, or if *The Wall*

Street Journal is not published on a particular Business Day, than the “prime rate” published in any other national financial journal or newspaper selected by the Lender. Any change in the Prime Rate shall take effect on the date specified in the announcement of such change.

“*Property*” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

“*Rating*” means the long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody’s to General Obligation Debt (without giving effect to any credit enhancement securing such Debt).

“*Rating Agencies*” means Fitch, Moody’s and S&P.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor rating agency.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*SEC*” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“*State*” means the State of Illinois.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Taxable Date*” means the date on which interest on the Term Loan is first includable in the gross income of the Lender or any Participant as a result of an Event of Taxability as such date is established pursuant to a Determination Taxability.

“*Taxable Rate*” shall mean the product of (i) the rate of interest otherwise then applicable to the Term Loan, and (ii) the applicable Taxable Rate Factor.

“*Taxable Rate Factor*” means, for each day that the Taxable Rate is determined, the quotient of (i) one, divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“*Term Loan*” has the meaning set forth in Section 2.01 hereof.

“*Term Loan Commitment*” has the meaning set forth in Section 2.01 hereof.

“*Term Loan Final Maturity Date*” has the meaning set forth in Section 2.01 hereof.

“*Term Loan Rate*” means a rate per annum of ____% *plus*, effective on the date of any change in the Borrower’s Rating, the Term Rate Margin; *provided* that from and after the occurrence of an Event of Default, “*Term Loan Rate*” shall mean the Default Rate.

“*Term Note*” has the meaning set forth in Section 2.01 hereof.

“*Term Rate Margin*” means the increase in the applicable Term Loan Rate associated with the Rating, as specified below:

LEVEL	FITCH RATING	S&P RATING	MOODY’S RATING	TERM RATE MARGIN
Level 1	AA+ or above	AA+ or above	Aa1 or above	0.0%
Level 2	AA	AA	Aa2	0.10%
Level 3	AA-	AA-	Aa3	0.20%
Level 4	A+	A+	A1	0.40%
Level 5	A	A	A2	0.60%
Level 6	A-	A-	A3	0.80%
Level 7	BBB+	BBB+	Baa1	1.10%
Level 8	BBB	BBB	Baa2	1.40%
Level 9	BBB-	BBB-	Baa3	1.70%

In the event all three Rating Agencies provide a Rating and there is a split Rating (*i.e.*, the Rating of any of Moody’s, S&P or Fitch is at a different Level in the pricing grid set forth above than

the rating of either of the other Rating Agencies), the increase in the Term Rate Margin shall be based upon the Level in which the lowest Rating appears. Any change in the Term Rate Margin resulting from a change in a Rating will be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency including, without limitation, any recalibration of the long-term debt rating of any debt of the Borrower in connection with the adoption of a “global” rating scale, each of the Ratings from the Rating Agency in question referred to above refers to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Borrower acknowledges, and the Lender agrees, that as of the Closing Date the Term Rate Margin is that specified above for Level 1. Upon the occurrence and during the continuance of an Event of Default or in the event that any Rating is suspended, withdrawn or is otherwise unavailable for credit related reasons, the Term Loan Rate shall equal the Default Rate.

“*United States*” and “*U.S.*” mean the United States of America.

“*written*” or “*in writing*” means any form of written communication or a communication by means of telex, telecopier device or electronic mail.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement, the Note and the Ordinance, unless otherwise specified herein or in the Note or the Ordinance:

(a) The definitions of terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words “*include*,” “*includes*” and “*including*” are deemed to be followed by the phrase “without limitation.” The word “*will*” will be construed to have the same meaning and effect as the word “*shall*.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in the Note or the Ordinance), (ii) any reference herein to any Person will be construed to include such Person’s successors and assigns, (iii) the words “*hereto*,” “*herein*,” “*hereof*” and “*hereunder*,” and words of similar import when used in this Agreement, the Note or the Ordinance, will be construed to refer to such document in its entirety and not to any particular provision thereof, (iv) all references in this Agreement, the Note or the Ordinance to Articles, Sections, Exhibits and Schedules will be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, the Note or the Ordinance in which such references appear, (v) any reference to any law includes all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “*asset*” and “*property*” will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the Note and the Ordinance are included for convenience of reference only and do not affect the interpretation of this Agreement, the Note or the Ordinance.

Section 1.03. Accounting Terms.

(a) *Generally.* All accounting terms not specifically or completely defined herein will be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, *except* as otherwise specifically prescribed herein.

(b) *Changes in GAAP.* If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Lender shall so request, the Lender and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; *provided that*, until so amended, (A) such ratio or requirement will continue to be computed in accordance with GAAP prior to such change therein and (B) the Borrower shall provide to the Lender financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.04. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05. Times of Day. Unless otherwise specified, all references herein to times of day are references to Central time (daylight or standard, as applicable).

ARTICLE II

THE TERM LOAN

Section 2.01. Term Loan. Subject to the terms and conditions set forth herein, the Lender agrees to make a term loan to the Borrower in the principal amount up to \$_____ (the “Term Loan Commitment,” and the term loan made pursuant thereto being referred to herein as the “Term Loan”). The Term Loan shall be made on or before December 12, 2019, at which time the commitment of the Lender to make the Term Loan shall expire. There shall be only one

advance made under the Term Loan Commitment, and any portion of the Term Loan Commitment not advanced on the date of such borrowing shall thereupon expire. The Term Loan shall be made against and evidenced by a promissory note of the Borrower in the form (with appropriate insertions) attached hereto as Exhibit A (the "*Term Note*"). The Term Note shall be dated the date of issuance thereof and be expressed to bear interest as set forth in Section 2.06 hereof. The Term Note, and the Term Loan evidenced thereby, shall mature in monthly principal installments, with each monthly principal installment to be in the amount of \$_____, payable on the first Business Day of each month of each year (commencing January __, 2020), with a final installment in the amount of all principal not sooner paid due and payable on December __, 2024 (the "*Term Loan Final Maturity Date*"), the final maturity thereof. Notwithstanding the foregoing, the Term Loan must be paid in full if the Borrower terminates this Agreement and obtains a line of credit from another creditor within ninety (90) days of such termination.

Section 2.02. Manner and Disbursement of Term Loan. The Borrower shall give written or telephonic notice to the Lender (which notice shall be irrevocable once given and, if given by telephone, shall be promptly confirmed in writing) by no later than 11:00 a.m. (Chicago time) on the date the Borrower requests the Lender to make the advance of the Term Loan hereunder. Each such notice shall specify the date of the advance requested (which must be a Business Day) and the amount of such advance. The Borrower agrees that the Lender may rely upon any written or telephonic notice given by any person the Lender in good faith believes is an Authorized Officer without the necessity of independent investigation and, in the event any telephonic notice conflicts with the written confirmation, such telephonic notice shall govern if the Lender has acted in reliance thereon. Subject to the provisions of Article IV hereof, the proceeds of each advance shall be made available to the Borrower at the principal office of the Lender in Chicago, Illinois, in immediately available funds.

Section 2.03. Prepayments. The Borrower may, upon notice to the Lender, at any time or from time to time voluntarily prepay the Term Loan in whole or in part without premium or penalty, but subject to any amounts due pursuant to Section 2.14 hereof; *provided* that (i) such notice must be received by the Lender not later than 2:00 p.m. on the date of prepayment of the Term Loan; and (ii) any prepayment of the Term Loan shall be in a principal amount of \$100,000 or a whole multiple of at least \$1,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment. If the Borrower gives such notice, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of principal shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 2.14. No amount of the Term Loan paid or prepaid may be reborrowed, and any such prepayment of the outstanding Term Loan pursuant to this Section 2.03 will be applied to the principal repayment installments thereof in inverse order of maturity.

Section 2.04. Notations. The status of all amounts evidenced by the Term Note shall be recorded by the Lender on its books and records or, at its option in any instance, endorsed on a schedule to the Term Note and the unpaid principal balance and status and rates so recorded or endorsed by the Lender shall be prima facie evidence in any court or other proceeding brought to

enforce the Term Note of the principal amount remaining unpaid thereon, the status of all amounts evidenced thereby and the interest rate applicable thereto; *provided* that the failure of the Lender to record any of the foregoing shall not limit or otherwise affect the obligation of the Borrower to repay the principal amount of the Term Note together with accrued interest thereon.

Section 2.05. Reserved.

Section 2.06. Interest. (a) Subject to the provisions of subsection (b) below the Term Loan will bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term Loan Rate. Subject to Section 2.12 hereof, at no time shall the interest rate on the Term Loan be payable in excess of the Maximum Rate. Each invoice for interest sent by the Lender to the Borrower shall include a detailed breakdown of the Term Loan Rate, for such period being invoiced.

(b) (i) While any Event of Default exists, the Borrower shall pay interest on all outstanding Obligations hereunder (including, without limitation, the Term Loan) at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on the Term Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) From and after the Taxable Date, the Term Loan hereunder shall bear interest at the Taxable Rate.

Section 2.07. Amendment and Waiver Fees. The Borrower hereby agrees to pay to the Lender, on the date of each amendment to this Agreement or any other Loan Document, or execution of any standard waiver or consent relating thereto, a non-refundable fee equal to \$2,500, plus, in each case, the reasonable fees and expenses of counsel to the Lender in an amount to be agreed upon by the parties prior to the commencement of such action. Such fees will be fully earned when paid and will not be refundable for any reason whatsoever.

Section 2.08. Computation of Interest and Fees. All computations of fees and interest will be made on the basis of a year of three hundred sixty (360) and actual days elapsed. Interest will accrue on the Term Loan for the day on which the Term Loan is made, and shall not accrue on the Term Loan, or any portion thereof, for the day on which the Term Loan or such portion is paid; *provided* that the Term Loan that is repaid on the same day on which it is made shall, subject to Section 2.10, bear interest for one day. Each determination by the Lender of an interest rate or fee hereunder will be conclusive and binding for all purposes, absent manifest error.

Section 2.09. Reserved.

Section 2.10. Payments. General. All payments to be made by the Borrower shall be made in Dollars and immediately available funds by wire transfer as directed by the Lender by 12:00 noon in accordance with wire transfer instructions provided by the Lender, on the date specified and without condition or deduction for any counterclaim, defense, recoupment or setoff. Unless the Lender provides written notice to the contrary, payments shall be made to **[BMO Harris Investment Company, LLC, ABA No. 07100288, For credit to Account No. 109-406-9, Ref: Village of Orland Park, Attention: Jimmy Chin]**. If any payment to be made by the Borrower is come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time will be reflected in computing interest or fees, as the case may be. All payments received by the Lender after 12:00 noon will be deemed received on the next succeeding Business Day and any applicable interest or fee will continue to accrue.

Section 2.11. Reserved.

Section 2.12. Maximum Rate. If the rate of interest payable hereunder exceeds the Maximum Rate for any period for which interest is payable, then (a) interest at the Maximum Rate shall be due and payable with respect to such interest period, and (b) interest at the rate equal to the difference between (i) the rate of interest calculated in accordance with the terms hereof and (ii) the Maximum Rate (the “*Excess Interest*”), will be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Borrower shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Lender to equal the Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until the earlier of (i) the date of payment in full of all Obligations (other than Excess Interest which has not been recaptured) and on which this Agreement is no longer in effect, and (ii) the date on which all deferred Excess Interest is fully paid to the Lender.

Section 2.13. Determination of Taxability. (a) In the event a Determination of Taxability occurs, the Borrower hereby agrees to pay to the Lender (and if applicable, each Participant) on demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to the Lender (and if applicable, each Participant) on the Term Loan during the period for which interest on the Term Loan is included in the gross income of the Lender (and if applicable, each Participant) if the Term Loan had borne interest at the Taxable Rate, beginning on the Taxable Date (the “*Taxable Period*”), and (B) the amount of interest actually paid to the Lender (and if applicable, each Participant) during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by the Lender (and if applicable, each Participant) as a result of interest on the Term Loan becoming included in the gross income of the Lender (and if applicable, each Participant), together with any and all reasonable attorneys’ fees, court costs, or other out-of-pocket costs incurred by the Lender (and if applicable, each Participant) in connection therewith.

(b) Subject to the provisions of clause (c) below, the Lender (and if applicable, each Participant) shall afford the Borrower the opportunity, at the Borrower's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Term Loan to be included in the gross income of the Lender (and if applicable, each Participant) or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Term Loan, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); and

(c) As a condition precedent to the exercise by the Borrower of its right to contest set forth in paragraph (b) above, the Borrower shall, on demand, immediately reimburse the Lender for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, as determined by the Lender in its sole discretion) that may be incurred by the Lender in connection with any such contest, and shall, on demand, immediately reimburse the Lender for any payments, including any taxes, interest, penalties or other charges payable by the Lender (and if applicable, each Participant) for failure to include such interest in its gross income.

Section 2.14. Funding Indemnity. (a) The Term Loan may be prepaid in whole or in part (in any amount) at any time and from time to time upon payment of the Bank Make-Whole Amount set forth below. All such prepayments shall be made upon not less than ten (10) Business Days' prior notice to the Lender and shall be accompanied by accrued interest on the amount prepaid. All such prepayments shall be applied to the principal payments due under Section 2.01 in the inverse order of their maturities. If the Borrower repays any principal amount of the Term Loan before its originally scheduled due date (whether as the result of acceleration, optional redemption, or otherwise), the Borrower hereby promises to pay to Bank a funding indemnity equal to the applicable Bank Make-Whole Amount. For the avoidance of doubt, the automatic or declared acceleration of the Term Loan constitutes an involuntary prepayment for which the Bank Make-Whole Amount shall be due and payable. Therefore, the Bank Make-Whole Amount shall be due and owing if following an acceleration or optional repayment of the Term Loan, (i) the Borrower tenders payment (voluntarily or involuntarily) or (ii) Bank obtains a recovery through an exercise of remedies or otherwise.

(b) For purposes hereof, "*Bank Make-Whole Amount*" means, in connection with the prepayment of any portion of the Term Loan, whether by acceleration, optional redemption, voluntary prepayment, or otherwise, the amount, determined by the Lender, equal to the present value of the difference, if any (but not below zero), between (i) the amount the Lender would have earned if the Lender had invested the amount of the Term Loan being prepaid from the date of such prepayment for a period equal to the period remaining until the end of the Term Loan Final Maturity Date at the LIBOR/Swap Curve Rate in effect on the date of the purchase of the Term Loan for a period equal to the period from the Closing Date through the end of the Term Loan Final Maturity Date, *minus* (ii) the amount the Lender would earn if the Lender invests the amount of the Term Loan being prepaid from the date of such prepayment for a period equal to the period remaining until the end of the Term Loan Final Maturity Date at the LIBOR/Swap Curve Rate in effect ten (10) Business Days prior to the date of prepayment for a period equal to the remaining term of the loan on the date of prepayment. The present value and applicable LIBOR/Swap Curve Rates shall be calculated in accordance with Bank's standard practices.

“LIBOR/Swap Curve Rate” means, as of any date of measurement (i) for any period of one year or less, the London Interbank Offered Rate (LIBOR) as reported on Bloomberg Financial Market’s terminal screen entitled “Official ICE LIBOR Fixings” (or on any successor or substitute page of such service, or any successor to or substitute for such service, as determined by Bank from time to time) as of 11:00 a.m. (London, England time) on the date of the commencement of such period (unless such rate is no longer available or published, in which case such rate shall be at a substitute index rate selected by the Lender), (ii) for any period of more than one year, the International Swaps and Derivatives Association (ISDA) mid-market par interest rate swap rate for such period as most recently published by the Board of Governors of the Federal Reserve System on the date of the commencement of such period (unless such rate is no longer available or published, in which case such rate shall be at a substitute index rate selected by the Lender). If there is no LIBOR/Swap Curve Rate for a period equal to applicable period, the LIBOR Swap Curve Rate shall be determined by Bank for the applicable period using a simple interpolation of LIBOR/Swap Curve Rates for available periods. The discount rate applied will be equal to the published one-month (30 day) LIBOR Swap Curve Rate in effect ten (10) Business Days prior to the date of the Term Loan prepayment.

(c) The Borrower hereby acknowledges and agrees that the Bank Make-Whole Amount constitutes liquidated damages, and not a claim for unmatured interest or a penalty, and that the Bank Make-Whole Amount represents a reasonable forecast of the damages caused by prepayment.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.01. Taxes.

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.*
(i) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If any applicable Laws require the withholding or deducting of any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by the Borrower or the Lender, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If the Borrower is required by any applicable Laws to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Borrower, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Borrower, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the Borrower will be increased as necessary so that after any required withholding or the making of all required deductions

(including deductions applicable to additional sums payable under this Section 3.01) the Lender, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) *Payment of Other Taxes by the Borrower.* Without limiting the provisions of subsection (a) above, the Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Lender at its option to timely reimburse it for the payment of, any Other Taxes.

(c) *Tax Indemnifications.* (i) Without limiting the provisions of subsection (a) or (b) above, the Borrower shall, and does hereby, indemnify the Lender, and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by the Lender or required to be withheld or deducted from a payment to the Lender, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender is conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, the Lender shall, and does hereby, indemnify the Borrower and shall make payment in respect thereof within ten (10) days after demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the reasonable fees, charges and disbursements of any counsel for the Borrower) incurred by or asserted against the Borrower by any Governmental Authority as a result of the failure by the Lender to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by the Lender to the Borrower pursuant to subsection (e). The agreements in this clause (ii) survive any assignment of rights by, or the replacement of, the Lender, the termination of the Term Loan Commitment and the repayment, satisfaction or discharge of all other Obligations.

(d) *Evidence of Payments.* Upon request by the Borrower or the Lender, as the case may be, after any payment of Taxes by the Borrower or by the Lender to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Lender or the Lender shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Lender, as the case may be.

(e) *Status of the Lender; Tax Documentation.* (i) If the Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under this Agreement or the Note, the Lender shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and executed documentation reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Lender, if reasonably requested by the Borrower, shall deliver such other documentation prescribed by applicable Law or reasonably requested by

the Borrower as will enable the Borrower to determine whether or not the Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(e)(ii) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender.

(ii) Without limiting the generality of the foregoing, the Lender shall deliver to the Borrower (and from time to time thereafter upon the reasonable request of the Borrower), executed originals of IRS Form W-9 certifying that the Lender is exempt from U.S. federal backup withholding tax.

(f) *Treatment of Certain Refunds.* If the Lender determines that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 3.01, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by the Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Borrower, upon the request of the Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority, *provided*, that the Borrower shall not be obligated to pay the Lender for any penalties, interest or expenses relating to Taxes or Other Taxes arising from the Lender's gross negligence or willful misconduct) to the Lender in the event the Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the Lender be required to pay any amount to the Borrower pursuant to this subsection the payment of which would place the Lender in a less favorable net after-Tax position than the Lender would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This subsection shall not be construed to require the Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(g) *Survival.* Each party's obligations under this Section survive the repayment, satisfaction or discharge of all other Obligations.

Section 3.02. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender;

(ii) subject the Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Lender or the London interbank market any other condition, cost or expense affecting this Agreement or the Term Loan made by the Lender or participation therein;

and the result of any of the foregoing increases the cost to the Lender of making or maintaining the Term Loan (or of maintaining its obligation to make the Term Loan), or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount) then, upon request of the Lender, the Borrower will pay to the Lender, such additional amount or amounts as will compensate the Lender, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Lender determines that any Change in Law affecting the Lender or any Lending Office of the Lender or the Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement, the Term Loan Commitment or the Term Loan made by, to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to the Lender, as the case may be, such additional amount or amounts as will compensate Lender or the Lender's holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* All payments of amounts referred to in paragraphs (a) and (b) of this Section shall be due and payable, in full, on the date which is thirty (30) days following the Borrower's receipt of notice. A certificate as to such increased cost, increased capital or reduction in return incurred by the Lender as a result of any event mentioned in paragraphs (a) or (b) of this Section setting forth, in reasonable detail, the basis for such calculation and the amount of such calculation shall be submitted by the Lender to the Borrower and shall be deemed conclusive if reasonably determined. In making the determinations contemplated by the above referenced certificate, the Lender may make such reasonable estimates, assumptions, allocations and the like that the Lender in good faith determines to be appropriate; *provided* that the Lender shall provide to the Borrower such additional information in connection with such certificate as the Borrower may reasonably request in writing.

(d) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Lender's right to demand such compensation.

Section 3.03. Survival. All of the Borrower's and Lender's obligations under this Article III survive termination of the Term Loan Commitment and repayment of all other Obligations hereunder.

ARTICLE IV

CONDITIONS PRECEDENT TO BORROWING

Section 4.01. Conditions of Initial Borrowing; Authority; Enforceability. This Agreement shall become binding on the parties hereto upon the satisfaction of the following conditions precedent (all Loan Documents and other documents to be delivered to the Lender pursuant to this Section 4.01 are subject to prior approval as to form and substance by the Lender, with delivery by the Lender of its signature page to this Agreement evidencing such Person's acknowledgement that the conditions set forth in this Section 4.01 have been satisfied, unless otherwise waived in writing):

(a) The Lender's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by an Authorized Officer of the Borrower, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Lender:

(i) executed counterparts of this Agreement;

(ii) a Note executed by the Borrower in favor of the Lender;

(iii) a certified copy of the Ordinance and any other ordinances of the Borrower's Board of Trustees (or similar governing body) authorizing the execution, delivery and performance of this Agreement, the Note and the Ordinance and the consummation of the transactions contemplated hereby and thereby, together with specimen signatures of the persons authorized to execute such documents on the Borrower's behalf, all certified in each instance by the Board of Trustees;

(iv) a favorable opinion of counsel to the Borrower acceptable to the Lender addressed to the Lender, as to the matters set forth concerning the Borrower and this Agreement, the Note and the Ordinance in form and substance satisfactory to the Lender;

(v) an opinion from tax counsel to the effect that interest on the Term Loan is excludable from gross income for federal income tax purposes and such other matters as the Lender shall reasonably request;

(vi) a certificate signed by an Authorized Officer of the Borrower certifying (A) that the conditions specified in Sections 4.02(a) and (b) have been

satisfied, and (B) that there has been no event or circumstance since December 31, 2018 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect;

(vii) recent evidence that the unenhanced long-term General Obligation Debt of the Borrower has been assigned long-term ratings of at least “Aa1” by Moody’s and “AA+” by S&P, respectfully; and

(viii) such other assurances, certificates, documents, consents or opinions as the Lender reasonably may require.

For purposes of determining compliance with the conditions specified in this Section 4.01, the Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lender.

Section 4.02. Conditions to Borrowing. The obligation of the Lender to make any advance of the Term Loan under this Agreement is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower contained in Article V hereof or in the Ordinance, or which are contained in any document furnished at any time under or in connection herewith or therewith, are true and correct on and as of the date of the Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in Section 5.09 will be deemed to refer to the most recent statements furnished pursuant to clause (b)(i) of Section 6.01.

(b) No Default or Event of Default exists, or would result from the making of such Term Loan or from the application of the proceeds thereof.

(c) Such Term Loan does not violate any order, judgment or decree of any court or authority of competent jurisdiction or any provision of law as then in effect.

(d) The Lender shall have received, in form and substance satisfactory to it, such other assurances, certificates, documents or consents related to the foregoing as the Lender reasonably may require.

The Borrower’s request for the Term Loan shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the Borrowing.

Section 4.03. Payment of Fees and Expenses. On or prior to the Closing Date, the Borrower shall have paid the Lender's fees and expenses (including the legal fees of the Lender's counsel).

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as follows:

Section 5.01. Organization; Due Authorization. The Borrower is a municipality and home rule unit of local government, duly organized and existing under the Constitution and laws of the State of Illinois. The Borrower has or had, at the applicable time, full legal right, power and authority to (i) adopt the Ordinance and (ii) enter into, to execute and deliver this Agreement and the Note as provided herein and in the Ordinance. The Borrower has duly authorized and approved the execution and delivery of this Agreement, the Note and the delivery of the Ordinance.

Section 5.02. Enforceability. No further authorization or approval is required for the Borrower's execution and delivery of this Agreement or the Note, and this Agreement, the Ordinance and the Note constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally or by general principles of equity; and no further authorization or approval is required with respect to the enforceability of the Borrower's obligations hereunder or thereunder.

Section 5.03. Ordinance. The Board of Trustees has duly adopted the Ordinance, which is in full force and effect. In connection with the execution and delivery of this Agreement and the issuance of the Note, the Borrower has complied in all material respects with the Ordinance, the Constitution of the State and the laws of the State.

Section 5.04. Consents. All approvals, consents registrations, declarations and filings (except, if any, under applicable state blue sky or securities laws) with, any federal, state or other governmental body or instrumentality, having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder, under the Ordinance or under the Note have been obtained or made.

Section 5.05. No Violation. The adoption of the Ordinance and compliance with the provisions thereof do not, and the execution, delivery and performance of this Agreement and the Note do not and will not violate the Constitution or any existing law or administrative regulation of the State or of any department, division, agency or instrumentality thereof or of the United States, or any court or administrative regulation, judgment, decree or order to which the Borrower is subject, or conflict with in a material manner or constitute on the part of the Borrower a material breach of, or a material default under, any material provision of any

agreement, indenture, mortgage, lease, note, ordinance, resolution, agreement or other instrument to which the Borrower is subject or by which it is bound.

Section 5.06. Litigation. There is no action, suit or proceeding, at law or in equity, or before any court, public board or body is pending (or to the knowledge of the Borrower threatened) against the Borrower or any officers of the Borrower in their respective capacities as such (i) questioning the authority of the Borrower to adopt the Ordinance or to issue, or the issuance or validity of this Agreement, the Note or any other General Obligation Debt of the Borrower, or (ii) questioning the constitutionality of any statute or the validity of any proceedings authorizing the Ordinance or issuance of this Agreement or the Note, or (iii) questioning the validity or enforceability of the Ordinance, this Agreement or the Note, or (iv) questioning in any manner the Borrower's pledge of its full faith, credit and resources, or (v) which, if adversely determined could reasonably be expected to adversely affect the legality, validity or enforceability of the Ordinance, this Agreement or the Notes on the rights and remedies of the Lender thereunder or (vi) which is reasonably likely to have a Material Adverse Effect.

Section 5.07. Security. Pursuant to the Ordinance, the Obligations are supported by a pledge of the full faith and credit of the Borrower and constitute general obligations of the Borrower payable from legally available funds, for which, subject to the provisions of the Ordinance, all of the taxable Property of the Borrower is subject to a direct annual tax, without limit as to rate or amount. The Ordinance constitutes an ongoing appropriation from legally available funds for payment of the Obligations payable pursuant to this Agreement and the Note.

Section 5.08. Organization. The Borrower is a municipal corporation and "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State.

Section 5.09. Financial Statements. The most recent audited financial statements of the Borrower posted on the Borrower's website and made available to the Lender fairly present the financial position and results of operation of the Borrower as of December 31, 2016, and such financial statements have been prepared in accordance with generally accepted accounting principles as consistently applied to governmental units, except as otherwise noted therein. Except as otherwise disclosed in writing by the Borrower to the Lender prior to the Closing Date, to the knowledge of the Borrower's Chief Financial Officer, no material adverse change in the financial position of the Borrower as shown on such financial statements has occurred since December 31, 2018.

Section 5.10. Absence of Default. No Default or Event of Default has occurred and is continuing, and the Borrower is not in default under any material provision of the Ordinance. The Borrower is not in default under any material agreement or instrument to the extent such default would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this Agreement, the Note or the Ordinance the Borrower's ability to pay the Obligations, or the rights, interests, security or remedies of the Lender.

Section 5.11. Environmental Laws. The Borrower has not received notice to the effect that the any of the operations of the Borrower are not in compliance with any of the requirements

of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this Agreement or the Note, or the rights, interests, security or remedies of the Lender.

Section 5.12. No Proposed Legal Changes. There is no amendment, or to the knowledge of the Borrower, proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Borrower or the ability of the Borrower to perform its obligations under this Agreement, the Ordinance or the Note, or any right, interest, security or remedy of the Lender.

Section 5.13. Solvent. The Borrower is solvent.

Section 5.14. Disclosure. All information heretofore furnished by the Borrower to the Lender for purposes of or in connection with this Agreement or any transaction contemplated hereby (and the ability of the Borrower to perform its obligations under this Agreement or the Note) is, and all such information hereafter furnished by the Borrower to the Lender will be, true, accurate and complete in all material respects or based on reasonable estimates on the date as of which such information is stated or certified and such information does not omit to state a material fact necessary to make such statements and information, in light of the circumstances under which they were made, not misleading in any material respect. The Borrower has disclosed to the Lender in writing any and all facts which materially and adversely affect or may affect (to the extent the Borrower can now reasonably foresee), the business, operations, prospects or condition, financial or otherwise, of the Borrower, or the ability of the Borrower to perform its obligations under this Agreement or the Note.

Section 5.15. Use of Proceeds; Margin Stock. The Borrower shall use the proceeds of the Term Loan to provide funds for the payment of necessary expenses incurred for certain storm water management projects of the Borrower. The Borrower is not engaged, and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), or extending credit for the purpose of purchasing or carrying Margin Stock.

Section 5.16. Investment Company. The Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.17. ERISA. The Borrower does not maintain or contribute to, and has not maintained or contributed to, any employee pension benefit plan that is subject to Title IV of ERISA or that is subject to the minimum funding standards under Section 412 of the Code.

Section 5.18. OFAC Sanctions. Neither the Borrower, nor, to the knowledge of the Borrower, any Related Party, (a) is currently the subject of any Sanctions, (b) is located, organized or residing in any Designated Jurisdiction, or (c) is or has been (within the previous five (5) years) engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. The proceeds from the Term Loan or the transactions contemplated by this Agreement have not been used, directly or indirectly, to lend, contribute, provide or otherwise be made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including the Lender) of Sanctions.

Section 5.19. No Immunity. Under existing law, the Borrower is not entitled to raise the defense of sovereign immunity in connection with any legal proceeding to enforce or collect upon this Agreement, the Note or the transactions contemplated hereby or thereby, including the payment of the principal of and interest on the Term Loan or the payment of the other Obligations.

ARTICLE VI

COVENANTS

Section 6.01. Affirmative Covenants of the Borrower. The Borrower will do the following so long as any Obligations remain outstanding under this Agreement or the Note, unless the Lender otherwise consents in writing:

(a) *Further Assurances; Maintenance of Existence.* The Borrower shall execute, acknowledge where appropriate, and deliver, and cause to be executed, acknowledged where appropriate, and delivered, from time to time promptly at the request of the Lender, all such instruments and documents as in the reasonable judgment of the Lender are necessary to comply with this Agreement, the Ordinance and the Note. The Borrower shall maintain its existence as a home rule unit of local government organized and existing under the Constitution and laws of the State of Illinois.

(b) *Information.* The Borrower will furnish, or cause to be furnished, to the Lender, as soon as available, the following documents:

(i) within two hundred ten (210) days after the close of each of its fiscal years, the audited financial statements of the Borrower certified by independent certified public accountants covering the operations of the Borrower for such fiscal year and containing balance sheets, statements of revenues, expenses and changes in net position and statements of cash flows of the Borrower for such fiscal year, all prepared in accordance with GAAP, which the Borrower shall deliver to the Lender or ensure that they have been posted electronically on a website that the Lender has access to;

(ii) within thirty (30) days after the approval thereof, the annual budget of the Borrower, which the Borrower shall deliver to the Lender or ensure that such information has been posted electronically on a website that the Lender has access to;

(iii) within ten (10) Business Days of the Lender's written request, a certificate stating that no Default or Event of Default has occurred which was continuing at the end of such fiscal year and on the date of such certificate or, if a Default or Event of Default has occurred and is continuing, a certificate indicating the nature of such event and the action which the Borrower proposes to take with respect thereto; and

(iv) from time to time, with reasonable promptness, such additional information regarding the financial condition of the Borrower as the Lender may reasonably request in writing.

(c) *Book and Records; Inspection of Records.* The Borrower shall keep adequate records and books of account in which complete entries will be made reflecting all material financial transactions of the Borrower. Upon the reasonable request of the Lender and during normal business hours, the Borrower will give the Lender, or any attorney-in-fact or counsel therefor, access to and permission to examine, copy or make excerpts from any and all books, records and documents under control of the Borrower Comptroller relating to the financial condition of the Borrower and, to the extent permitted by applicable law, visit the properties of the Borrower and to discuss the affairs, finances and accounts of the Borrower with any of the Borrower's officers, trustees and independent auditors (and by this provision the Borrower authorizes said auditors to discuss with the Lender and its agents and representatives the affairs, finances and accounts of the Borrower).

(d) *Compliance with Laws.* The Borrower shall comply in all material respects with all laws, ordinances, investment policies, orders, rules and regulations that may be applicable to it if the failure to comply would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this Agreement and the Note.

(e) *Notices.* The Borrower shall promptly furnish, or cause to be furnished, to the Lender (i) notice of the occurrence of any Event of Default or Default as defined herein, (ii) notice of any litigation or administrative proceeding which, if adversely determined, would materially adversely affect the ability of the Borrower to pay its obligations under this Agreement or under any of the Loan Documents to which it is a party, (iii) a copy of any reportable event notice (as described in paragraph b(5)(i)(C) of Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12)), disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements (delivery of notice of any such event shall be deemed satisfied if notice has been filed with EMMA and is publicly available), (iv) notice of any change in the Borrower's Ratings within ten (10) days of such change taking effect, (v) notice of any other event or condition which could reasonably be

expected to result in a Material Adverse Effect, and (vi) such further financial and other information with respect to the Borrower and its affairs as the Lender may reasonably request from time to time.

(f) *Maintenance of Approvals; Filings, Etc.* The Borrower shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations that may be necessary under any applicable law or regulation (i) for its execution and delivery of this Agreement and the Note and (ii) with respect to the Ordinance to the extent that failure to do so would have a Material Adverse Effect on the Borrower's ability to perform its obligations under this agreement, the Note or the Ordinance, the Borrower's ability to pay when due its Obligations under this Agreement or the Note.

(g) *Use of Proceeds.* The Borrower agrees to use the proceeds of the Term Loan for the necessary expenses incurred for certain storm water management projects.

(h) *Ratings.* The Borrower shall, at all times, cause to be maintained a long-term unenhanced rating on its General Obligation Debt by at least one Rating Agency.

(i) *Compliance with Ordinance.* From and after the date hereof and so long as this Agreement is in effect, except to the extent compliance in any case or cases is waived in writing by the Lender, the Borrower agrees that it will, for the benefit of the Lender, comply with in all material respects abide by all material obligations and undertakings contained in the Ordinance. No amendment or waiver of the Ordinance with respect to the foregoing provisions shall be effective as to this Agreement unless and until specifically agreed to in writing by the Lender with reference to this Agreement.

(j) *Budget and Appropriation.* The Borrower shall cause the appropriate official(s) to take any and all ministerial actions that may be necessary to facilitate the payment of the principal of and interest on the Term Loan and the payment of all other Obligations and to include the principal of and interest on the Term Loan and the payment of all other Obligations in the annual budget of the Borrower (including any necessary appropriations related thereto).

(k) *Covenant to Levy.* The Borrower agrees that if it determines that it will be, or is unable to, make any payment of principal of or interest on any Term Loan, the Borrower will take all necessary action to adopt and put in place a levy on all taxable Property in the Village of Orland Park in an amount sufficient to pay all Obligations hereunder as promptly as possible after such Obligations are due.

(l) *No Impairment.* The Borrower will not take any action under the Ordinance or any Loan Document which would materially adversely affect the rights, remedies or security of the Lender with respect to this Agreement or any other Loan Document or which would be reasonably likely to result in a Material Adverse Effect.

(m) *Maintenance of Tax-Exempt Status of Interest.* The Borrower will not take any action or omit to take any action, which, if taken or omitted, would adversely affect the exclusion of interest on the any Term Loan from gross income for purposes of federal income taxation.

(n) *Other Agreements.* In the event that the Borrower shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement which such Bank Agreement provides such Person with different or more restrictive covenants, different or additional events of default and/or greater rights and remedies than are provided to the Lender in this Agreement, the Borrower shall provide the Lender with a copy of each such Bank Agreement and such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies as if specifically set forth herein. The Borrower shall promptly enter into an amendment to this Agreement to include different or more restrictive covenants, different or additional events of default and/or greater rights and remedies; *provided* that the Lender shall have and maintain the benefit of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies even if the Borrower fails to provide such amendment.

(o) *Sovereign Immunity.* To the fullest extent permitted by law, the Borrower will not assert any immunity it may have as a public entity under the laws of the State from lawsuits with respect to the Term Loan, the other Obligations, this Agreement or the Note.

ARTICLE VII

DEFAULTS

Section 7.01. Events of Default and Remedies. If any of the following events occur, each such event shall be an “*Event of Default*”:

(a) the Borrower fails to pay, or cause to be paid, when due, (i) any amount of principal or interest on the Term Loan or (ii) any other Obligation owing to the Lender hereunder and such failure continues for a period of seven (7) Business Days;

(b) any representation, warranty or statement made by or on behalf of the Borrower herein or in any certificate delivered pursuant hereto or thereto proves to be untrue in any material respect on the date as of which made or deemed made; or the documents, certificates or statements of the Borrower (including unaudited financial reports, budgets, projections and cash flows of the Borrower) furnished to the Lender by or on behalf of the Borrower in connection with the transactions contemplated hereby are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made;

(c) (i) the Borrower fails to perform or observe any term, covenant or agreement contained in Section 6.01(b)(iii), 6.01(c), 6.01(e)(i), 6.01(g), 6.01(h) or 6.01(i) hereof; or (ii) the Borrower fails to perform or observe any other term, covenant or agreement contained in this Agreement (other than those referred to in Sections 7.01(c)(i)) and remains uncured for thirty (30) days after the earlier of (i) the delivery by the Lender to the Borrower of the occurrence thereof, or (ii) actual knowledge by representatives of the Borrower of the occurrence thereof;

(d) the Borrower defaults in any payment of principal of or premium, if any, or interest on any of its General Obligation Debt and such default continues beyond the expiration of the applicable grace period, if any, or the Borrower fails to perform any other agreement, term or condition contained in any agreement under which any such General Obligation Debt is created, issued or secured;

(e) any material provision of this Agreement, the Note or the Ordinance at any time for any reason ceases to be valid and binding on the Borrower or any other party thereto or is declared to be null and void, or the validity or enforceability thereof is contested in writing by an Authorized Officer of the Borrower or such other party thereto or by any Governmental Authority having jurisdiction, or the Borrower or such other party denies in writing that it has any or further liability or obligation under any such document and the occurrence of any such event would have a Material Adverse Effect on the Borrower's ability to pay its obligations under this Agreement;

(f) any provision of this Agreement, the Note or the Ordinance relating to the Borrower's ability to pay the Obligations or perform its obligations hereunder or the rights and remedies of the Lender, or any material provision thereof ceases to be in full force or effect, or an Authorized Officer of the Borrower denies or disaffirms the Borrower's obligations under the Agreement, the Note or the Ordinance;

(g) one or more final, unappealable judgments against the Borrower, or attachments against the property of the Borrower, the operation or result of which, individually or in the aggregate, equals or exceeds \$5,000,000 remains unpaid, undischarged, unbonded or undismissed for a period of sixty (60) days;

(h) (i) a debt moratorium, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest relating to any General Obligation Debt of the Borrower; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the Borrower seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; (iii) the Borrower seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the Borrower's property, or the Borrower makes a general assignment for the benefit of its creditors; (iv) there is commenced against the Borrower any case, proceeding or other action of a nature referred to in clause (ii) above which (A) results in an order for such relief or in the

appointment of a receiver or similar official or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; (v) there is commenced against the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days after the entry thereof; (vi) the Borrower takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv) or (v) above; or (vii) the Borrower generally does not, or is unable to, or admits in writing its inability to, pay its debts as they become due; or

(i) any of Fitch, Moody's or S&P downgrades its long-term unenhanced rating of any General Obligation Debt of the Borrower to below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent), respectively, or suspends or withdraws for credit related reasons its rating of the same, and such action continues for thirty (30) days after the occurrence thereof.

Section 7.02. Remedies. If any Event of Default occurs and is continuing, the Lender may take any or all of the following actions:

(a) declare the commitment of the Lender to make the Term Loan to be terminated, whereupon the Term Loan Commitment and obligation will be terminated;

(b) declare the unpaid principal amount of the Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under the Note to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise all rights and remedies available to the Lender under this Agreement or the Note.

provided, however, that upon the occurrence of a Default or an Event of Default under Section 7.01(h) hereof, the obligation of the Lender to make the Term Loan automatically terminates, and the unpaid principal amount of the Term Loan and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Lender.

(d) Notwithstanding the provisions of Section 7.02(b), the Lender shall not cause an acceleration of the Term Loan as described in Section 7.02(b) until seven (7) days after the occurrence of an Event of Default specified in Section 7.01(a), 7.01(d), 7.01(e), 7.01(f), or 7.01(i) and (y) the Lender shall notify the Borrower of an acceleration at least ninety (90) days prior thereto in the case of any Event of Default under Section 7.01(b), (c) or (g). Notwithstanding the foregoing sentence of this Section 7.02(d), if any other lender, holder or credit enhancer of Debt or any counterparty under any Swap Contract related thereto causes any such Debt or other obligations of the Borrower to become immediately due and payable, the Lender may immediately, without

notice, avail itself of the remedies set forth in Section 7.02(b) hereof and/or declare or cause to be declared the unpaid principal amount of the Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or the Note, and no consent to any departure by the Borrower therefrom, will be effective unless in writing signed by the Lender and the Borrower, and each such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to will be deemed to be cured and not continuing, but no such waiver or consent will extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

Section 8.02. Notices; Effectiveness; Electronic Communication. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, if to the Borrower or the Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 8.02. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, will be deemed to have been given when received; notices and other communications sent by facsimile will be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, will be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, will be effective as provided in such subsection (c).

(b) *Electronic Communications.* Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender.

(c) *Receipt Notices.* Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the

website address therefor; *provided* that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication will be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(d) *Absence of Liability.* In no event shall the Lender or any of its Related Parties have any liability to the Borrower or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Lender's transmission of materials through the Internet.

(e) *Change of Address, Etc.* Each of the Borrower and the Lender may change its address, facsimile or telephone number for notices and other communications hereunder by written notice (including email) to the other parties hereto.

(f) *Reliance by the Lender.* The Lender is entitled to rely and act upon any notices (including telephonic or electronic notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Lender and the Related Parties of the Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Lender may be recorded by the Lender, and each of the parties hereto hereby consents to such recording.

Section 8.03. No Waiver; Cumulative Remedies; Enforcement. No failure by the Lender to exercise, and no delay by the Lender in exercising, any right, remedy, power or privilege hereunder or under, the Note or the Ordinance will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under the Note and the Ordinance, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 8.04. Costs and Expenses; Damage Waiver. (a) The Borrower shall pay (i) promptly after closing and upon receipt of an invoice, all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the Note or any amendments, modifications or waivers of the provisions hereof or thereof, and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), and shall pay all fees and time charges for attorneys who may be employees of the Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement, the Note and the Ordinance, including its rights under this Section, or (B) in connection with the Term Loan made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Term Loan.

(b) *Indemnification by the Borrower.* To the extent permitted by law, the Borrower shall indemnify the Lender (and any sub-agent thereof) (each such Person being called an “Indemnatee”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnatee), and shall indemnify and hold harmless each Indemnatee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any Person (including the Borrower) other than such Indemnatee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the Note, the Ordinance or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Lender (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement, the Note and the Ordinance (including in respect of any matters addressed in Section 3.01), (ii) the Term Loan or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnatee is a party thereto; *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee or (y) result from a claim brought by the Borrower or any other party against an Indemnatee for breach in bad faith of such Indemnatee’s obligations hereunder, under the Note or the Ordinance, if the Borrower or other party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Without limiting the provisions of Section 3.01(c), this Section 8.04(b) will not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person will have, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, the Note, the Ordinance or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Term Loan or the use of the proceeds thereof. No Indemnatee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnatee through telecommunications, electronic or other information transmission systems in connection with this Agreement, the Note or the Ordinance or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnatee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) *Payments.* All amounts due under this Section shall be payable not later than sixty (60) days after demand therefor.

(e) *Survival.* The agreements in this Section survive the termination of this Agreement and the repayment, satisfaction or discharge of all the other Obligations.

Section 8.05. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Lender and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made.

Section 8.06. Successors and Assigns; Participations.

(a) *Successors and Assigns Generally.* The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Nothing in this Agreement, expressed or implied, will be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (b) of this Section and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Participations.* The Lender shall have the right to grant participations in all or a portion of the Lender's rights and/or obligations under this Agreement (including the Term Loan owing to it) to one or more other banking institutions (each such person a "*Participant*"), and such Participants shall be entitled to the benefits of this Agreement, including, without limitation, Sections 3.01 and 3.02 hereof, to the same extent as if they were a direct party hereto; *provided* that (i) the Lender's obligations under this Agreement shall remain unchanged, (ii) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement, and *provided further* that no such Participant shall be entitled to receive payment hereunder of any amount greater than the amount which would have been payable had the Lender not granted a participation to such Participant. Upon the grant of a participation of the Lender's rights and/or obligations under this Agreement, the Lender will promptly notify the Borrower of the Participant and the proportionate amount granted under such participation.

(c) *Certain Pledges.* The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

Section 8.07. Treatment of Certain Information; Confidentiality. Each of the Borrower and the Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under the Note or any action or proceeding relating to this Agreement or the Note or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Lender or any of its Affiliates on a nonconfidential basis from a source other than the Borrower. For purposes of this Section, “*Information*” means all information received from the Borrower relating to the Borrower or any of their respective businesses, other than any such information that is available to the Lender on a nonconfidential basis prior to disclosure by the Borrower, *provided* that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. The Lender acknowledges that (a) the Information may include material non-public information concerning the Borrower, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information.

Section 8.08. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all of which when taken together constitutes a single contract. This Agreement, the Ordinance and the Note constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement is effective when executed by the Lender and when the Lender receives counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) will be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.09. Survival of Representations and Warranties. All representations and warranties made hereunder and in the Ordinance or any other document delivered pursuant

hereto or thereto or in connection herewith or therewith survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of the Borrowing, and shall continue in full force and effect as long as the Term Loan or any other Obligation hereunder remain unpaid or unsatisfied.

Section 8.10. Severability. If any provision of this Agreement, the Note or the Ordinance is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement, the Note and the Ordinance shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.11. Governing Law; Jurisdiction Etc. (a) *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT THE LENDER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) *SUBMISSION TO JURISDICTION.* EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS SITTING IN COOK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT, THE NOTE OR THE ORDINANCE SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE NOTE OR THE ORDINANCE AGAINST BORROWER OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) To the fullest extent permitted by law, the Borrower represents that it is subject to suit with respect to its Obligations under this Agreement and the Note and that no sovereign

immunity exists under Illinois law, as of the date that this Agreement is executed and delivered by the Borrower, with respect to the Borrower's contractual obligations under this Agreement and the Note. Notwithstanding any other provision of this Agreement, (i) in accordance with the laws of the State of Illinois, the Borrower shall not waive any sovereign immunities from time to time available under the laws of the State of Illinois as to jurisdiction, procedures and remedies, (ii) subject to clause (i) above, this Agreement and the Note will otherwise be fully enforceable as a valid and binding contract as and to the extent provided by applicable law and, the Borrower may not claim sovereign immunity with respect to any Obligations under this Agreement or the Note; and (iii) nothing in this Agreement or the Note is deemed to create any rights of action for persons or entities not a party to this Agreement or the Note or to circumvent any of the immunities contained in the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.

Section 8.12. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE OR THE ORDINANCE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.13. No Advisory or Fiduciary Relationship. The Borrower acknowledges and agrees that its dealing with the Lender are solely in the nature of a debtor/creditor relationship and that in no event will the Lender be considered to be a partner or joint venturer of the Borrower. Also, the Borrower represents and warrants that it has independently evaluated the business transaction and has not relied upon, nor will it rely upon, the expertise, advice or other comments or statements of the Lender (including agents of the Lender), if any, in deciding to pursue such undertaking. As the Borrower is experienced in business, in no event shall the Lender owe any fiduciary or similar obligations to it in connection with the subject transaction.

Section 8.14. Electronic Execution of Certain Documents. The words "execute," "execution," "signed," "signature," and words of like import in any in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.15. USA Patriot Act. The Lender is subject to the Patriot Act and hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain,

verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act. The Borrower shall, promptly following a request by the Lender, provide all documentation and other information that the Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.16. Time of the Essence. Time is of the essence of this Agreement, the Note and the Ordinance.

Section 8.17. Entire Agreement. **THIS AGREEMENT, THE NOTE AND THE ORDINANCE REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

Section 8.18. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

Section 8.19. EMMA Postings. The Borrower shall not file or submit or permit the filing or submission, of all or any portion of any document (or any summary thereof) entered into in connection with this Agreement or the other Loan Documents (or any default, event of acceleration, termination event, modification of terms or other similar events relating to the this Agreement) with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such document or portion thereof (or summary thereof), as applicable, to be so filed or submitted (i) has been provided to the Lender for review in advance of such filing or submission, and (ii) shall have been redacted to the extent reasonably required by the Lender, provided that such redaction may be no greater than permitted under applicable federal securities law guidance, if any. The Borrower acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Borrower’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure undertaking, similar agreement or applicable securities or other laws, including but not limited to those relating to Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: Keith Pekau
Title: President

ATTEST:

By: _____
Name: John C. Mehalek
Title: Village Clerk

BMO HARRIS INVESTMENT COMPANY, LLC

By: _____
Name: _____
Title: _____

SCHEDULE 8.02

LENDER'S LENDING OFFICE, CERTAIN ADDRESSES FOR NOTICES

BORROWER:

Village of Orland Park, Illinois
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Attention: Annmarie Mampe
Telephone: (708) 403-6199
Telecopy: (708) 406-9212
Electronic Mail: amampe@orlandpark.org

Borrower's Account (for loan proceeds):

BMO Harris Investment Company, LLC
ABA #: 071000288
Account #: 435-645-7
Account Name: Depository Account

BMO HARRIS INVESTMENT COMPANY, LLC, AS LENDER:

with respect to notices other loan administration matters:

BMO Harris Investment Company, LLC
111 West Monroe Street, Suite 5E
Chicago, Illinois 60603
Attention: Hank Gay
Telephone: (312) 461-2439
Electronic Mail: Hank.Gay@BMO.com

with respect to loan administration (borrowing, paydown, interest, fees, rate setting):

BMO Harris Investment Company, LLC
Corporate and Commercial Lending Operations (CCLO)
115 South LaSalle Street, 23 West
Chicago, Illinois 60603
Attention: Jimmy Chin
Telephone: (312) 4612877
Electronic Mail: Jimmy.Chin@BMO.com

EXHIBIT A

FORM OF NOTE

\$ _____

December 12, 2019

FOR VALUE RECEIVED, the undersigned VILLAGE OF ORLAND PARK, ILLINOIS (the "*Borrower*"), hereby promises to pay to BMO HARRIS INVESTMENT COMPANY, LLC or registered assigns (the "*Lender*"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Term Loan made by the Lender to the Borrower under that certain Term Loan Agreement dated as of December 12, 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Agreement*;" the terms defined therein being used herein as therein defined), between the Borrower and the Lender.

The Borrower promises to pay interest on the unpaid principal amount of the Term Loan from the date of the Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Lender in Dollars in immediately available funds as set forth in the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount will bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Term Loan made by the Lender will be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Term Loan and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: Keith Pekau
Title: President

ATTEST:

By: _____
Name: John C. Mehalek
Title: Village Clerk

TERM LOAN AND PAYMENTS WITH RESPECT THERETO

[illegible]

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: _____, _____

To: BMO Harris Investment Company, LLC, as Lender

Ladies and Gentlemen:

Reference is made to that certain Term Loan Agreement dated as of December 12, 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Agreement*;" the terms defined therein being used herein as therein defined), between the Village of Orland Park, Illinois (the "*Borrower*"), and BMO Harris Investment Company, LLC (the "*Lender*").

The undersigned Authorized Officer hereby certifies as of the date hereof that he/she is the _____ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Lender on the behalf of the Borrower, and that:

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.01(b)(i) of the Agreement for the fiscal year of the Borrower ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower during the accounting period covered by the attached financial statements.

3. A review of the activities of the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower performed and observed all its Obligations under the Agreement and the Note, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the Borrower performed and observed each covenant and condition of the Agreement, the Note and the Ordinance applicable to it, and no Default has occurred and is continuing.]

--or--

[the following covenants or conditions have not been performed or observed and the following is a list of each such Default and its nature and status:]

4. The representations and warranties of the Borrower contained in Article V of the Agreement, and/or any representations and warranties of the Borrower that are contained in any document furnished at any time under or in connection with the Agreement, the Note and the Ordinance, are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Compliance Certificate, the representations and warranties contained in Section 5.09 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (b)(i) and (b)(ii), respectively, of Section 6.01(b) of the Agreement, including the statements in connection with which this Compliance Certificate is delivered.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____,
_____.

VILLAGE OF ORLAND PARK, ILLINOIS

By: _____
Name: _____
Title: _____

REQUEST FOR ACTION REPORT

File Number:	2019-0842
Orig. Department:	Finance Department
File Name:	Implementation of an Amusement Tax - Ordinance

BACKGROUND:

Per Trustee request, at the November 18, 2019 Finance Committee meeting, the implementation of an Amusement Tax was discussed and a consensus was reached to bring this item to the full Board of Trustees.

As proposed, effective April 1, 2020, a 5% amusement tax would be imposed on all gross receipts within the Village for each amusement event or showing as noted in the attached Ordinance. An "amusement" is defined as any and all participatory, spectator and exhibitive diversions and entertainments with the exception of instructional activity. As an example, the tax would be imposed on a round of golf, but would not be imposed on the purchase of food or drink at the club house.

The amusement tax would not be applicable to events held by any religious, charitable, labor, fraternal, educational, veteran's, 501 (c) not-for-profit organizations, municipal, park district, school district, or any unit of local government.

Attached is a proposed ordinance for the Board's review and approval. Also attached please find information related to various taxes and other revenues collected by surrounding and/or comparable municipalities.

BUDGET IMPACT:

Should the Board choose to apply the amusement tax broadly to all classes of entities identified in the Ordinance, annual revenue is estimated at approximately \$600,000.

REQUESTED ACTION:

I move to approve Ordinance No. _____ entitled "AN ORDINANCE AMENDING TITLE 7, CHAPTER 7 (BUSINESS AND LICENSE) OF THE ORLAND PARK VILLAGE CODE TO ADD A NEW SECTION 7-7-8"

	Property Tax/Real Estate Tax	Sales Tax	Home Rule Sales Tax	Gasoline	Real Estate Transfer	Amusement	Gaming Admissions Tax	Food & Beverage	Liquor Tax	Hotel/Motel	Telecom	Utility	Natural Gas	Total
Bolingbrook - 75,201 pop		1.00%	1.50%	\$ 0.07	\$ 7.50	3.0%		1.50%	6%/3%	11.0%	6.0%			
Annual Revenue Generated	\$ 20,746,720	\$ 15,520,420	\$ 17,394,815	\$ 4,147,377	\$ 4,392,562	\$ 181,253		\$ 2,551,892	\$ 1,967,240	\$ 2,546,746	\$ 1,575,377			\$ 71,024,402
Frankfort - 27,621 pop		1.00%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Annual Revenue Generated	\$ 3,091,926	\$ 5,943,000												\$ 9,034,926
Joliet - 148,462 pop		1.00%	1.75%	\$ 0.01	\$ 3.00	\$ 1.00		1.0%	n/a	7.0%	6.0%	3%-6%		
Annual Revenue Generated	\$ 35,080,000	\$ 23,211,957	\$ 26,536,437	\$ 729,262	\$ 3,180,211	\$ 112,026	\$ 2,247,682	\$ 2,869,415		\$ 2,424,064	\$ 2,361,815	\$ 2,763,959	\$ 883,645	\$ 102,400,472
Mokena - 20,293 pop		1.00%	0.50%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Annual Revenue Generated	\$ 1,978,317	\$ 5,987,553	\$ 2,467,973											\$ 10,433,844
Lemont 17,075 pop		1.00%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
Annual Revenue Generated	\$ 3,467,970	\$ 2,045,787									\$ 525,308	\$ 612,301	\$ 275,614	\$ 6,926,980
Naperville - 147,682 pop		1.00%	0.75%	\$ 0.04	\$ 3.00			1.0%	2.0%	5.50%				
Annual Revenue Generated	\$ 34,742,467	\$ 34,266,474	\$ 11,866,478	\$ 3,710,241	\$ 5,505,837			\$ 5,234,182		\$ 1,435,800	\$ 4,301,192	\$ 6,123,563	\$ 3,218,302	\$ 110,404,536
New Lenox - 24,394 pop		1.00%	2.00%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	6%	\$ 0.61	\$ 0.05	
Annual Revenue Generated	\$ 2,860,126	\$ 5,474,168	\$ 8,026,261								\$ 1,125,000	\$ 730,000		\$ 18,215,554
Oak Brook - 8,077 pop		1.00%	0.50%	n/a	n/a	n/a	n/a	n/a	n/a		6.0%	5.0%	\$ 0.05	
Annual Revenue Generated	\$ -	\$ 12,653,377	\$ 5,799,877							\$ 1,340,495	\$ 6,137,283			\$ 25,931,032
Oak Forest - 27,962 pop		1.00%	1.00%	\$ 0.03	n/a	n/a	n/a	n/a	n/a					
Annual Revenue Generated	\$ 10,895,368	\$ 2,127,508	\$ 1,338,619	\$ 112,077						\$ 129,369	\$ 449,757	\$ 1,021,979		\$ 16,074,677
Plainfield - 39,840 pop		1.00%	1.50%	0.06		1%	n/a	n/a	n/a	5.0%	5.0%	5.0%		
Annual Revenue Generated	\$ 7,310,096	\$ 5,783,382	\$ 5,712,405	\$ 1,116,076		\$ 7,168				\$ 1,097	\$ 2,995,191			\$ 22,925,415
Schaumburg - 157,883 pop		1.00%	1.00%	\$ 0.03	\$ 1.00	5%	n/a	2.0%		8.0%	6.0%			
Annual Revenue Generated	\$ 20,720,559	\$ 32,714,919	\$ 20,431,522					\$ 7,236,039		\$ 5,178,803	\$ 3,316,113			\$ 89,597,955
Skokie - 64,784 pop		1.00%	1.25%	\$ 0.05		2.0%		2.0%		7.5%	6.0%	5.0%	\$ 0.05	
Annual Revenue Generated	\$ 13,018,365	\$ 15,010,798	\$ 13,575,797		\$ 509,289			\$ 1,862,112		\$ 1,379,901	\$ 1,954,037	\$ 5,373,522		\$ 52,683,822
Tinley Park- 56,703 pop		1.00%	0.75%	n/a		5.0%	n/a	n/a	n/a	5.0%				
Annual Revenue Generated	\$ 20,959,040	\$ 14,431,770	\$ 5,997,753			\$ 1,181,103				\$ 1,637,951	\$ 263,859			\$ 44,471,476
Wheaton - 53,373 pop		1.00%	1.00%	\$ 0.04	\$ 2.50					3.0%	6.0%	6.0%	\$ 0.03	
Annual Revenue Generated	\$ 20,668,054	\$ 6,137,599	\$ 3,973,546		\$ 1,466,586					\$ 1,377,929	\$ 1,643,935	\$ 836,598		\$ 36,104,248
Woodridge - 33,598 pop		1.00%	0.75%	\$ 0.04	\$ 2.50	n/a	n/a	n/a	n/a	n/a	6.0%	5.0%	\$ 0.05	
Annual Revenue Generated	\$ 3,236,852	\$ 4,684,885	\$ 2,828,508	\$ 1,111,741	\$ 1,076,514						\$ 1,736,721	\$ 2,549,925	\$ 895,400	\$ 18,120,546
Orland Park - 58,765 pop		1.00%	0.75%	n/a	n/a	n/a	n/a	n/a	n/a	5.0%	1.0%	n/a	n/a	
Annual Revenue Generated	\$ 12,286,015	\$ 20,700,706	\$ 9,976,924							\$ 167,000	\$ 235,000			\$ 43,365,645

Property Tax Levy - Municipalities and Park Districts

	Municipal Levy		Recreation Levy	
Frankfort				
Annual Revenue Generated	\$	3,091,926	\$	1,975,285
Lemont				
Annual Revenue Generated	\$	3,467,970	\$	4,571,329
Lockport Township				
Annual Revenue Generated	\$	6,391,414	\$	7,970,102
Mokena				
Annual Revenue Generated	\$	1,978,317	\$	318,091
New Lenox				
Annual Revenue Generated	\$	2,860,126	\$	3,822,828
Oak Brook				
Annual Revenue Generated	\$	-	\$	4,921,011
Oak Forest				
Annual Revenue Generated	\$	10,895,368	\$	2,648,233
Plainfield				
Annual Revenue Generated	\$	7,310,096	\$	7,009,268
Schaumburg				
Annual Revenue Generated	\$	20,720,559	\$	23,503,832
Skokie				
Annual Revenue Generated	\$	15,873,890	\$	11,067,573
Tinley Park				
Annual Revenue Generated	\$	20,967,460	\$	6,576,216
Wheaton				
Annual Revenue Generated	\$	20,668,054	\$	18,223,515
Orland Park				
Annal Revenue Generated	\$	12,286,015	\$	1,138,985

Amusement Tax Comparables

Municipality	Tax	Source	Amount	Sample of Taxable Entities
Gurnee	4%	FY19/20 Budget	\$3,338,625	Six Flags Great America (\$2M), Gurnee Mills Marcus Theater(19), Bittersweet Golf Club, Escape Room, FunFlatables, Tilt Studio
Rosemont	3%	FY19 Budget	\$2,300,000	AMC 18, Parkway Bank Park, Live Music, Comedy Club, Skydiving (2% rate), Ballpark, Rosemont Theater, Allstate Arena, Dave & Busters
Schaumburg	5%	FY20 Budget	\$1,404,753	Punch Bowl Social, AMC 18, GameWorks, Pump It Up, FireZone, JumpZone, LegoLand, Prairie Center for the Arts
Bloomington	4%	FY20 Budget	\$1,000,000	Marcus Cinema, IMAX, Ovation Theater 10, Movie/Game Rentals, Cable TV Subscriptions, Coliseum, Zoo, Performing Arts, Sporting Events
Tinley Park	5%	FY20 Budget	\$1,000,000	Hollywood Casino Amphitheater, Escape Room
Lombard	5%	FY20 Budget	\$386,080	AMC 18, Enchanted Castle, FunFlatables, Roller Rink, Whirly Ball, KnockerBall
Vernon Hills	4%	FY20 Budget	\$250,000	AMC 12, AMC Classic 8
Evanston	5%	FY20/21 Budget	\$315,000	Century 12/CineArts 6
Bolingbrook	3%	FY19/20 Budget	\$175,000	Regal Cinema 12, iPic Theaters
South Barrington	\$0.45	FY19 Budget	\$315,000	AMC South Barrington 24, iPic Theaters
Northbrook	\$0.25	FY19/20 Budget	\$120,000	AMC 14
Darien	3%	FY20 Budget	\$82,000	Chuck E Cheese, Sportsplex
Roselle	3%	FY20 Budget	\$25,420	Brunswick Zone, Strike Ten, Roller Rink, Indoor Soccer & Inflatables
Hoffman Estates	6%	FY19/20 Budget	\$210,100	Sears Centre Arena
Plainfield	1%	FY19/20 Budget	\$7,000	Bowling Alley
Yorkville	3%	FY20 Budget	\$205,000	Raging Waves, Movie Theater Development

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**AN ORDINANCE AMENDING TITLE 7, CHAPTER 7
(BUSINESS AND LICENSE) OF THE ORLAND PARK VILLAGE CODE
TO ADD A NEW SECTION 7-7-8**

...B

WHEREAS, the Village of Orland Park, (hereafter the "Village") is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising; and

WHEREAS, the Village may license, tax, and regulate amusements within the Village of Orland Park pursuant to its home rule authority and pursuant to 65 ILCS 5/11-42-2 and 5/11-42-5; and

WHEREAS, in exercise of its home-rule authority, the Village, through its President and Board of Trustees, has found and determined that the establishment of a tax on a charge or fee for amusements within the Village is in the best interest of the Village's citizens.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS as follows:

SECTION 1: That the findings contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

SECTION 2: That Section 7-7-8 of the Orland Park Municipal Code is hereby added to Title 7, Chapter 7 and shall read as follows:

7-7-8: AMUSEMENT TAX

7-7-8-1: Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Admission fee means the sum of money or other property charged by the amusement for the privilege of permitting a person or persons to enter, to witness, and/or to participate in such an amusement.

Amusement means any performance, show, exhibition, recreational activity, entertainment, or the like, including, but not limited to each of the items listed at the end of the definition of this term "amusement" offered, operated and presented, or exhibited for gain or for which a fee for participation or admission is charged. The term "amusement" shall also mean and include billiards, pool games, dancing, tennis, racquetball, horseback riding, go-karts tracks, bumper cars, bowling, golf, miniature golf, trampoline parks, inflatable play structures such as obstacle courses, slides and bounce houses, adventure and puzzle games such as escape rooms, shooting galleries and shooting ranges, freestyle bouncing, dodgeball, ninja warrior-style obstacle courses, simulated skydiving, rock climbing, zip lining, baseball, basketball, football and any similar recreational activity offered primarily for participation for which a fee for participation is charged. The list to which reference is heretofore made is:

- (1) Any entertainment or recreational activity offered for public participation, including, but not limited to, amusement parks, carnivals, circuses, rodeos, bowling, billiard and pool games charged by the hour, dancing, skating (ice or roller), swimming, racquetball, tennis, horseback riding, go-kart tracks or similar activities;
- (2) Any activity or event where persons engage in or observe a recreational or physical activity, game or performance.
- (3) Any amusement devices such as virtual reality games, video and computerized games, internet cafe games, pinball machines, laser tag, arcade games, and all other mechanical devices of entertainment and games of skill or diversion.
- (4) Any exhibition of art or handicrafts or products;
- (5) All swings and all itinerant shows such as bird shows, galvanic batteries, lifting machines, blowing and striking machines and all other exhibitions and devices and performances given or performed from place to place in the Village.

(6) All poultry shows, horse shows, stock shows, flower shows, dog shows, cat shows, automobile shows and any other show or exhibition of a light character, intended to represent any sport, art, science or the progress or development of the same.

(7) All merry-go-rounds and revolving wheels carrying passengers, slides, roller skating rinks and all similar amusement devices, exhibitions, performances or entertainments.

(8) When several amusement enterprises such as shooting the chutes, revolving wheels, merry-go-rounds, shooting galleries, giant swings, panoramas, musical and theatrical entertainment and various other devices or entertainments are carried on, engaged in or conducted in any garden, park or other enclosure, whether carried on, engaged in or conducted as one enterprise or by several concessionaires and whether one admission or a separate fee is charged to each amusement enterprise, the various entertainments offered shall, for the purpose of this article, be considered as one enterprise.

(9) Any park, garden or other enclosure of the kind commonly known and described as the summer gardens, in which musical entertainment only, whether instrumental or vocal, or both, is furnished.

(10) All entertainment of the theatrical, dramatic or operatic character.

(11) All lectures, readings or recitations, exhibitions of paintings or statuary or other exhibitions of art.

(12) All musical entertainment consisting solely of vocal and instrumental music or of the nature of an opera, but being what is commonly styled or known as a "concert."

(13) All circuses and menageries, wild west shows or entertainment of light character, caravans, exhibitions of monsters or freaks of nature, street fairs and carnivals.

(14) All sideshows, concerts, minstrel or musical entertainment, commonly given under a covering of canvas or within any structure or enclosure, intended for temporary use and capable of easy transfer and removal.

(15) All exhibitions of motion pictures, moving pictures and cinema.

(16) Dances, bazaars and other entertainment of light character conducted, carried on or engaged in, in any hall, structure or building.

(17) Any collection of animals commonly known as a zoo kept for public exhibition.

For purposes of this Ordinance, amusement shall not mean raffles, as defined in the Illinois Compiled Statutes, ch. 230, sec. 15/1, as now or hereafter amended, inter-track wagering facilities, as defined in the Illinois Compiled Statutes, ch. 230, sec. 5/3, as now or hereafter amended, establishments that are not predominately engaged in offering amusement activities, such as health clubs offering a variety of services including, but not limited to, nutritional instructions, weight loss counseling, diet counseling, cardiovascular examination and counseling.

Owner means any person having a sufficient proprietary interest in conducting the operation of an amusement so as to entitle such a person to all or a portion of the net receipts thereof.

Person means any natural person, trustee, court-appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator, user or owner; or any officers, agents, employees or other representative, acting either for himself or for any other person in any village; or any other entity recognized by law as the subject of rights and duties.

7-7-8-2: Tax Imposed.

(a) Effective April 1, 2020, there is hereby levied and imposed upon privilege of participating in or witnessing an amusement within the Village a tax of five (5) percent of the admission fee charged to such amusement exclusive of other state or federal taxes; provided, however, that such tax shall not apply to or be imposed upon any consumer attending or participating in an amusement owned by:

(1) Grammar, junior high and high schools located in the Village.

(2) Governmental units, boards, commissions and bodies duly organized under the laws of the Village, state and United States of America.

(3) A resident not-for-profit society, organization, association, corporation or entity, advancing the cultural interest of the Village through local production of live theatrical and dramatic presentations to a seated audience of any open-air or enclosed theatre, auditorium or the like.

(4) Not-for-profit religious, educational or charitable institutions, societies or organizations.

(b) The ultimate incidence of and liability for payment of such tax shall be borne by the person who seeks participation or admission to any such amusement, such person hereinafter referred to as "consumer."

(c) The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the owner, manager or operator of every amusement in the Village to act as trustee for and on account of the Village and to secure such tax from the consumer and pay over to the Village finance director such tax under procedures prescribed by the Village finance director or as otherwise provided in this article.

(d) Every person required to collect the tax levied by this article shall secure such tax from the consumer at the time he collects the admission or participation fee charged for the amusement. Upon the invoice receipt or other statement or memorandum of the rent given to the renter at the time of payment, the amount due under the tax provided in this article shall be stated separately on such documents.

7-7-8-3: Books and Records. The Village finance director or any person certified as his delegate may enter the premises of the amusement for inspection and examination of books and records in order to effectuate the proper administration of this article and to assure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder or interfere with the Village finance director or his duly authorized delegate in the discharge of his duties and the performance of this article. It shall be the duty of every

owner to keep accurate and complete books and records to which the Village finance director or his delegate shall at all times have full access, which records shall include a daily sheet showing:

- (1) The number of admission fees charged within the 24-hour period; and
- (2) The actual amusement tax receipts collected for the date in question.

7-7-8-4: Administration and Enforcement.

(a) The Director of Finance, or his/her designee, is designated as the administration and enforcement officer of the Amusement Tax hereby imposed on behalf of the Village. It shall be the responsibility and duty of the Director of Finance or his/her designee to collect all amounts due the Village from owners, managers, licensees, and operators of Amusements in the Village.

(b) A sworn monthly Amusement Tax return, prepared on a calendar month basis, shall be filed by each Amusement Owner, manager, licensee or operator of each amusement in the Village with the Director of Finance on forms prescribed or approved by him/her, showing the gross receipts from the Amusement, the number of admission tickets sold and issued, and the amount of Amusement Tax collected. Said tax returns and payment of the Amusement Tax for each calendar month shall be due on or before the 1st day of the second month after the Amusement Taxes have been collected (e.g. the return for January shall be due on or before the 1st day of March; the return for February shall be due on or before the 1st day of April; etc.).

(c) Amusement Owners filing Amusement Tax returns pursuant to this Section shall, at the time of filing such return, remit to the Village the amount of the Amusement Tax imposed by this Section, less a commission of one percent (1%) of the amount of the Amusement Tax, which is allowed to reimburse the owners for the expenses incurred in keeping records, billing, preparing and filing returns, remitting the Amusement Tax and supplying data to the Village upon request. No commission may be claimed by an owner for Amusement Taxes not timely remitted to the Village.

(d) The Director of Finance, or his/her designee, may enter the premises of any Amusement during its normal business hours, upon reasonable notice, for the purpose of inspection and examination of its books and records for the proper administration of this Amusement Tax, and

for the enforcement of the collection of the Amusement Tax hereby imposed. It is unlawful for any person to prevent, hinder, or interfere with the Director of Finance or his/her designee in the discharge of his/her duties hereunder. It shall be the duty of every owner, manager, licensee or operator to keep accurate and complete books of records, containing all information necessary for the collection of the Amusement Tax herein imposed, to which the Director of Finance or his/her designee shall have full access, which records shall include a daily sheet showing; (a) the number of tickets of admission issued during the twenty four (24) hour period and the price per ticket sold, and (b) the actual Amusement Tax receipts collected for the date in question. In the event that the inspection and examination by the Director of Finance, or his/her designee, discloses a discrepancy in excess of five percent (5%) from the information furnished by the owner, manager, licensee or operator of an Amusement, the cost of said inspection and examination shall be borne by said person.

7-7-8-5: Suit for Collection; Revocation of License. Whenever any person shall fail to pay any Amusement Taxes herein provided, or when any owner, manager, licensee or operator of an Amusement shall fail to collect the Amusement Tax hereby imposed from any person who has the ultimate liability for payment of the same, the Village Attorney, or his/her designee, shall, upon request of the Director of Finance, bring or cause to be brought an action to enforce the payment of said Amusement Tax on behalf of the Village in any court of competent jurisdiction. If the Village Manager, or his/her designee, after a hearing held by or for him/her, shall find that any Amusement owner, manager, licensee or operator has willfully evaded his/her responsibility to collect the Amusement Tax imposed by this Section, he/she may suspend or revoke all Village licenses, including but not limited to any business licenses. Hearings to suspend or revoke a Village license shall be held as provided in Village ordinances creating and administering such licenses or as may be established by the corporate authorities from time to time. Any such suspension or conviction resulting from such hearing shall not relieve or discharge any civil liability for non-payment of the Amusement Tax due.

7-7-8-6: Interest and Penalties.

(a) Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or unlawfully resisting or opposing the enforcement of any of the provisions of this Section, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less

than two hundred dollars (\$200.00) nor more than seven hundred fifty dollars (\$750.00) for the first offense, and not less than five hundred dollars (\$500.00) nor more than seven hundred fifty dollars (\$750.00) for the second and each subsequent offense in any one hundred eighty (180) day period.

(b) Each day upon which a person shall continue any violation of this Section, or permit any such violation to exist after notification thereof, shall constitute a separate and distinct offense.

(c) If any Amusement Tax imposed by this Section is not paid when due, a late payment interest penalty equal to two percent (2%) of the unpaid Amusement Tax shall be added to each month that such Amusement Tax remains unpaid.

(d) Any owner subjected to the penalties provided for by this Subsection 7-7-8-6 shall not be discharged or released from the payment of any Amusement Tax due.

7-7-8-7: Proceeds of Amusement Tax. All proceeds resulting from the imposition of this Amusement Tax, including penalties and interest, shall be paid into the treasury of the Village.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, and publication in pamphlet form as provided by law.

...T

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 7
(BUSINESS AND LICENSE) OF THE ORLAND PARK VILLAGE CODE
TO ADD A NEW SECTION 7-7-8**

...B

WHEREAS, the Village of Orland Park, (hereafter the "Village") is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising; and

WHEREAS, the Village may license, tax, and regulate amusements within the Village of Orland Park pursuant to its home rule authority and pursuant to 65 ILCS 5/11-42-2 and 5/11-42-5; and

WHEREAS, in exercise of its home-rule authority, the Village, through its President and Board of Trustees, has found and determined that the establishment of a tax on a charge or fee for amusements within the Village is in the best interest of the Village's citizens.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS as follows:

SECTION 1: That the findings contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

SECTION 2: That Section 7-7-8 of the Orland Park Municipal Code is hereby added to Title 7, Chapter 7 and shall read as follows:

7-7-8: AMUSEMENT TAX

7-7-8-1: Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Admission fee means the sum of money or other property charged by the amusement for the privilege of permitting a person or persons to enter, to witness, and/or to participate in such an amusement.

Amusement means any performance, show, exhibition, recreational activity, entertainment, or the like, including, but not limited to each of the items listed at the end of the definition of this term "amusement" offered, operated and presented, or exhibited for gain or for which a fee for participation or admission is charged. The term "amusement" shall also mean and include billiards, pool games, dancing, tennis, racquetball, horseback riding, go-karts tracks, bumper cars, bowling, golf, miniature golf, trampoline parks, inflatable play structures such as obstacle courses, slides and bounce houses, adventure and puzzle games such as escape rooms, shooting galleries and shooting ranges, freestyle bouncing, dodgeball, ninja warrior-style obstacle courses, simulated skydiving, rock climbing, zip lining, baseball, basketball, football and any similar recreational activity offered primarily for participation for which a fee for participation is charged. The list to which reference is heretofore made is:

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- (2) Any activity or event where persons engage in or observe a recreational or physical activity, game or performance.
- (3) Any amusement devices such as virtual reality games, video and computerized games, internet cafe games, pinball machines, laser tag, arcade games, and all other mechanical devices of entertainment and games of skill or diversion.
- (4) Any exhibition of art or handicrafts or products;
- (5) All swings and all itinerant shows such as bird shows, galvanic batteries, lifting machines, blowing and striking machines and all other exhibitions and devices and performances given or performed from place to place in the Village.

(6) All poultry shows, horse shows, stock shows, flower shows, dog shows, cat shows, automobile shows and any other show or exhibition of a light character, intended to represent any sport, art, science or the progress or development of the same.

(7) All merry-go-rounds and revolving wheels carrying passengers, slides, roller skating rinks and all similar amusement devices, exhibitions, performances or entertainments.

(8) When several amusement enterprises such as shooting the chutes, revolving wheels, merry-go-rounds, shooting galleries, giant swings, panoramas, musical and theatrical entertainment and various other devices or entertainments are carried on, engaged in or conducted in any garden, park or other enclosure, whether carried on, engaged in or conducted as one enterprise or by several concessionaires and whether one admission or a separate fee is charged to each amusement enterprise, the various entertainments offered shall, for the purpose of this article, be considered as one enterprise.

(9) Any park, garden or other enclosure of the kind commonly known and described as the summer gardens, in which musical entertainment only, whether instrumental or vocal, or both, is furnished.

(10) All entertainment of the theatrical, dramatic or operatic character.

(11) All lectures, readings or recitations, exhibitions of paintings or statuary or other exhibitions of art.

(12) All musical entertainment consisting solely of vocal and instrumental music or of the nature of an opera, but being what is commonly styled or known as a "concert."

(13) All circuses and menageries, wild west shows or entertainment of light character, caravans, exhibitions of monsters or freaks of nature, street fairs and carnivals.

(14) All sideshows, concerts, minstrel or musical entertainment, commonly given under a covering of canvas or within any structure or enclosure, intended for temporary use and capable of easy transfer and removal.

(15) All exhibitions of motion pictures, moving pictures and cinema.

(16) Dances, bazaars and other entertainment of light character conducted, carried on or engaged in, in any hall, structure or building.

(17) Any collection of animals commonly known as a zoo kept for public exhibition.

For purposes of this Ordinance, amusement shall not mean raffles, as defined in the Illinois Compiled Statutes, ch. 230, sec. 15/1, as now or hereafter amended, inter-track wagering facilities, as defined in the Illinois Compiled Statutes, ch. 230, sec. 5/3, as now or hereafter amended, establishments that are not predominately engaged in offering amusement activities, such as health clubs offering a variety of services including, but not limited to, nutritional instructions, weight loss counseling, diet counseling, cardiovascular examination and counseling.

Owner means any person having a sufficient proprietary interest in conducting the operation of an amusement so as to entitle such a person to all or a portion of the net receipts thereof.

Person means any natural person, trustee, court-appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator, user or owner; or any officers, agents, employees or other representative, acting either for himself or for any other person in any village; or any other entity recognized by law as the subject of rights and duties.

7-7-8-2: Tax Imposed.

(a) Effective April 1, 2020, there is hereby levied and imposed upon privilege of participating in or witnessing an amusement within the Village a tax of five (5) percent of the admission fee charged to such amusement exclusive of other state or federal taxes; provided, however, that such tax shall not apply to or be imposed upon any consumer attending or participating in an amusement owned by:

(1) Grammar, junior high and high schools located in the Village.

(2) Governmental units, boards, commissions and bodies duly organized under the laws of the Village, state and United States of America.

(3) A resident not-for-profit society, organization, association, corporation or entity, advancing the cultural interest of the Village through local production of live theatrical and dramatic presentations to a seated audience of any open-air or enclosed theatre, auditorium or the like.

(4) Not-for-profit religious, educational or charitable institutions, societies or organizations.

(b) The ultimate incidence of and liability for payment of such tax shall be borne by the person who seeks participation or admission to any such amusement, such person hereinafter referred to as "consumer."

(c) The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the owner, manager or operator of every amusement in the Village to act as trustee for and on account of the Village and to secure such tax from the consumer and pay over to the Village finance director such tax under procedures prescribed by the Village finance director or as otherwise provided in this article.

(d) Every person required to collect the tax levied by this article shall secure such tax from the consumer at the time he collects the admission or participation fee charged for the amusement. Upon the invoice receipt or other statement or memorandum of the rent given to the renter at the time of payment, the amount due under the tax provided in this article shall be stated separately on such documents.

7-7-8-3: Books and Records. The Village finance director or any person certified as his delegate may enter the premises of the amusement for inspection and examination of books and records in order to effectuate the proper administration of this article and to assure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder or interfere with the Village finance director or his duly authorized delegate in the discharge of his duties and the performance of this article. It shall be the duty of every

owner to keep accurate and complete books and records to which the Village finance director or his delegate shall at all times have full access, which records shall include a daily sheet showing:

- (1) The number of admission fees charged within the 24-hour period; and
- (2) The actual amusement tax receipts collected for the date in question.

7-7-8-4: Administration and Enforcement.

(a) The Director of Finance, or his/her designee, is designated as the administration and enforcement officer of the Amusement Tax hereby imposed on behalf of the Village. It shall be the responsibility and duty of the Director of Finance or his/her designee to collect all amounts due the Village from owners, managers, licensees, and operators of Amusements in the Village.

(b) A sworn monthly Amusement Tax return, prepared on a calendar month basis, shall be filed by each Amusement Owner, manager, licensee or operator of each amusement in the Village with the Director of Finance on forms prescribed or approved by him/her, showing the gross receipts from the Amusement, the number of admission tickets sold and issued, and the amount of Amusement Tax collected. Said tax returns and payment of the Amusement Tax for each calendar month shall be due on or before the 1st day of the second month after the Amusement Taxes have been collected (e.g. the return for January shall be due on or before the 1st day of March; the return for February shall be due on or before the 1st day of April; etc.).

(c) Amusement Owners filing Amusement Tax returns pursuant to this Section shall, at the time of filing such return, remit to the Village the amount of the Amusement Tax imposed by this Section, less a commission of one percent (1%) of the amount of the Amusement Tax, which is allowed to reimburse the owners for the expenses incurred in keeping records, billing, preparing and filing returns, remitting the Amusement Tax and supplying data to the Village upon request. No commission may be claimed by an owner for Amusement Taxes not timely remitted to the Village.

(d) The Director of Finance, or his/her designee, may enter the premises of any Amusement during its normal business hours, upon reasonable notice, for the purpose of inspection and examination of its books and records for the proper administration of this Amusement Tax, and

for the enforcement of the collection of the Amusement Tax hereby imposed. It is unlawful for any person to prevent, hinder, or interfere with the Director of Finance or his/her designee in the discharge of his/her duties hereunder. It shall be the duty of every owner, manager, licensee or operator to keep accurate and complete books of records, containing all information necessary for the collection of the Amusement Tax herein imposed, to which the Director of Finance or his/her designee shall have full access, which records shall include a daily sheet showing; (a) the number of tickets of admission issued during the twenty four (24) hour period and the price per ticket sold, and (b) the actual Amusement Tax receipts collected for the date in question. In the event that the inspection and examination by the Director of Finance, or his/her designee, discloses a discrepancy in excess of five percent (5%) from the information furnished by the owner, manager, licensee or operator of an Amusement, the cost of said inspection and examination shall be borne by said person.

7-7-8-5: Suit for Collection; Revocation of License. Whenever any person shall fail to pay any Amusement Taxes herein provided, or when any owner, manager, licensee or operator of an Amusement shall fail to collect the Amusement Tax hereby imposed from any person who has the ultimate liability for payment of the same, the Village Attorney, or his/her designee, shall, upon request of the Director of Finance, bring or cause to be brought an action to enforce the payment of said Amusement Tax on behalf of the Village in any court of competent jurisdiction. If the Village Manager, or his/her designee, after a hearing held by or for him/her, shall find that any Amusement owner, manager, licensee or operator has willfully evaded his/her responsibility to collect the Amusement Tax imposed by this Section, he/she may suspend or revoke all Village licenses, including but not limited to any business licenses. Hearings to suspend or revoke a Village license shall be held as provided in Village ordinances creating and administering such licenses or as may be established by the corporate authorities from time to time. Any such suspension or conviction resulting from such hearing shall not relieve or discharge any civil liability for non-payment of the Amusement Tax due.

7-7-8-6: Interest and Penalties.

(a) Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or unlawfully resisting or opposing the enforcement of any of the provisions of this Section, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less

than two hundred dollars (\$200.00) nor more than seven hundred fifty dollars (\$750.00) for the first offense, and not less than five hundred dollars (\$500.00) nor more than seven hundred fifty dollars (\$750.00) for the second and each subsequent offense in any one hundred eighty (180) day period.

(b) Each day upon which a person shall continue any violation of this Section, or permit any such violation to exist after notification thereof, shall constitute a separate and distinct offense.

(c) If any Amusement Tax imposed by this Section is not paid when due, a late payment interest penalty equal to two percent (2%) of the unpaid Amusement Tax shall be added to each month that such Amusement Tax remains unpaid.

(d) Any owner subjected to the penalties provided for by this Subsection 7-7-8-6 shall not be discharged or released from the payment of any Amusement Tax due.

7-7-8-7: Proceeds of Amusement Tax. All proceeds resulting from the imposition of this Amusement Tax, including penalties and interest, shall be paid into the treasury of the Village.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, and publication in pamphlet form as provided by law.

Illinois Department of Transportation Statement of Purpose for Collection of Identification Numbers Identity Protection Policy

The Identity Protection Act, [5 ILCS 179/1 et seq.](#), requires each local and State government agency to draft, approve, and implement an Identity Protection Policy that includes a statement of purpose or purposes for which an agency is collecting and using an individual's Social Security Number (SSN). The Illinois Department of Transportation also collects Federal Employer Identification Numbers (FEIN) and Taxpayer Identification Numbers (TIN), and therefore, includes their collection within this statement of purpose. This statement of purpose is being provided to you because you have been asked by the Illinois Department of Transportation to provide your SSN, FEIN, TIN, or because you requested a copy of this statement.

You are being asked for your SSN, FEIN, or TIN for one or more of the following reasons:

- Complaint mediation or investigation;
- Vendor services, such as executing contracts and/or billing;
- Law enforcement investigation;
- Child support collection;
- Internal verification;
- Administrative services; and/or
- Compliance with Federal and State laws and regulations.

We will only use your SSN, FEIN, or TIN for the purpose for which it was collected.

We will not:

- Sell, lease, loan, trade, or rent your SSN, FEIN, or TIN to a third party for any purpose;
- Publicly post or publicly display your SSN, FEIN, or TIN;
- Print your SSN, FEIN, or TIN on any card required for you to access our services;
- Require you to transmit your SSN, FEIN, or TIN over the Internet, unless the connection is secure or your SSN, FEIN, or TIN is encrypted, or
- Print your SSN, FEIN, or TIN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN, FEIN, or TIN.

If you have any questions or complaints about this Statement of Purpose you may contact the Illinois Department of Transportation's Office of Chief Counsel by calling 217/782-0692 or at the following address:

Illinois Department of Transportation
Office of Chief Counsel
2300 South Dirksen Parkway
Springfield, IL 62764

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CORPORATE Profile



Established in 1982, Wang Engineering, Inc. (Wang) specializes in geotechnical engineering, construction inspection, and materials testing services. Over the past 30 years, Wang has provided these services to a wide range of state and federal governments, private, and public sector clients throughout the United States and in several countries overseas..

Wang is prequalified to provide Geotechnical Engineering services by the Illinois Department of Transportation (IDOT), and the Indiana Department of Transportation (InDOT). Wang is also prequalified to perform Construction Inspection and Quality Assurance Testing by the Illinois Department of Transportation.

Our materials testing laboratory is accredited by the American Association of State Highway Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) and the Concrete and Cement Reference Laboratory (CCRL).

Wang is a certified Disadvantaged Business Enterprise (DBE) in the States of Illinois and Indiana, and is also certified as a Minority Business Enterprise (MBE) by the City of Chicago and numerous other public agencies.

A Disadvantaged and Minority Business Enterprise
An Equal Opportunity Employer

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