



# VILLAGE OF ORLAND PARK

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

## Meeting Agenda

### Committee of the Whole

*Village President Keith Pekau*

*Village Clerk John C. Mehalek*

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

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Monday, January 6, 2020

6:00 PM

Village Hall

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

#### B. APPROVAL OF MINUTES

[2020-0021](#) Approval of the December 16, 2019 Committee of the Whole Minutes

Attachments: [Draft Minutes](#)

#### C. ITEMS FOR SEPARATE ACTION

1. [2019-0863](#) Intergovernmental Agreement with the Will County Emergency Telephone System (ETSB) to authorize cooperation between the Orland Park Police Department and ETSB by coordinating the development of common definitions, database designs and metadata standards to facilitate mutual sharing of data sets and review their GIS programs cooperatively to promote the development of compatible hardware and software systems - Approval

Attachments: [Village of Orland Park DSA](#)

2. [2020-0010](#) 151st Street, Phase III Engineering Services, Consultant Recommendation

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

#### E. ADJOURNMENT

DATE: January 6, 2020

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2020-0021</b>
Orig. Department:	<b>Village Clerk</b>
File Name:	<b>Approval of the December 16, 2019 Committee of the Whole Minutes</b>

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### **BACKGROUND:**

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

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

# VILLAGE OF ORLAND PARK

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



## Meeting Minutes

Monday, December 16, 2019

6:00 PM

Village Hall

## Committee of the Whole

*Village President Keith Pekau*

*Village Clerk John C. Mehalek*

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

## CALL TO ORDER/ROLL CALL

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

**Present:** 8 - President Pekau; Village Clerk Mehalek; Trustee Fenton; Trustee Dodge; Trustee Calandriello; Trustee Healy; Trustee Nelson Katsenes and Trustee Milani

## APPROVAL OF MINUTES

### 2019-0899 Approval of the December 2, 2019, Committee of the Whole Minutes

I move to approve the Minutes of the Regular Meeting of the Committee of the Whole of December 2, 2019.

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

**Aye:** 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

## ITEMS FOR SEPARATE ACTION

### 2019-0901 John Humphrey Complex Renovation Update

Park's Division Director Gary Couch reported that the John Humphrey Complex (JHC) renovation project began with the budgeting of \$600,000 for fiscal year 2018, which was allocated to solve severe grade issues in field three. During the initial planning phase it was determined that a consultant would be contracted to evaluate the Villages sports complexes and help guide the Village to a best use recommendation for the John Humphrey Complex, Centennial Park and Cachey Park. Once the consultant completed their findings and presented them to the Village Board, staff was able to issue an Request for Proposal (RFP) using the consultant's recommendations as the base line for the projects scope of work. The original John Humphrey Renovation RFP 18-048 was issued November 13th, 2018 with a total of three (3) vendors submitting proposals. All three (3) proposals exceeded the funding allocated. Staff was directed to modify the scope. The John Humphrey Complex Renovation RFP 19-002 was posted to Bidnet on January 7, 2019 and was opened on February 7, 2019. Four (4) vendors submitted proposals, with the lowest being V3 Construction Group. The Board of Trustees approved RFP 19-002 on March 18, 2019, awarding the contract to V3 Construction Group.

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

Citizens Jennifer Czerwonka, Chris Stefanos, Bonnie Masino and Andrew

Brennan addressed the committee regarding this matter. (refer to audio file)

Trustee Calandriello had questions and comments regarding this matter. (refer to audio file)

Director Couch responded to Trustee Calandriello's questions regarding this matter. (refer to audio file)

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

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

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

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

Village Manager Koczwara responded to Mayor Pekau's additional questions. (refer to audio file)

Trustee Healy had questions and comments regarding this matter. (refer to audio file)

Director Couch responded to Trustee Healy's questions regarding this matter. (refer to audio file)

Trustee Milani had comments regarding this matter. (refer to audio file)

Trustee Dodge had an additional question regarding this matter. (refer to audio file)

Village Manager Koczwara responded to Trustee Dodge's additional question regarding this matter. (refer to audio file)

Trustee Calandriello had an additional question regarding this matter. (refer to audio file)

Mayor Pekau and Village Manager Koczwara responded to Trustee Calandriello's additional question regarding this matter. (refer to audio file)

I move to recommend to the Village Board to allow John Humphrey Complex to remain closed until the spring of 2021 to ensure the turf condition is optimal and provide a high-quality product that will more successfully handle the stress imposed on athletic surfaces.

**This item was for discussion only. NO ACTION was required.**

#### **2019-0910 Centennial Park West Events and Walks**

Park's Division Director Gary Couch reported that the Village processes approximately 10 special event permits for walks each year. In order to avoid roadway shutdowns and the need for police to direct traffic, these events are traditionally staged out of Centennial Park. This is starting to create conflicts with sports tournaments and CPAC pool usage, particularly as it relates to parking shortages and damage to athletic field grass on staging areas. Staff would like to shift the staging areas for these walks to Centennial West in 2020 in order to utilize the surplus parking available at that location and stage on the grass where tournament level field grass is not required. Park's staff also believes that with longer rebound times and without field play, the Centennial West grass will not be as affected. Events would be scheduled so as to not conflict with concert dates (and setup/take down). Walks could still proceed through Centennial Park via the underpass access.

The Village Board previously approved a policy for Centennial West rental fee of \$1000, but that language seems to be for concerts. In addition to requesting the relocation of these events staff would recommend that the current fee structure for nonprofit 501 C3 events remain unchanged.

I move to recommend to the Village Board to approve the venue change to Centennial West for nonprofit 501 C3 events and the current fee structure for said events remain at the current levels.

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

**Aye:** 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

#### **2019-0880 2020 Land Development Code Amendments I**

Interim Director of Development Services Ed Lelo reported that the first round of Land Development Code Amendments for 2020 is presented in the attached to the committee packet Amendment Report to the Plan Commission. The Amendment Report, titled "2020 Land Development Code Amendments I Amendment Report to the Plan Commission", contains various amendments to the sections identified above.

The Amendment Report contains the full narrative explanation for each amendment followed by the respective Code changes. Language with a strike-out (strike out) indicates elimination from the Code. In all cases, language that is

bolded and in red (red) indicates proposed addition to the Code.

#### PLAN COMMISSION DISCUSSION

A public hearing was held before the Plan Commission on December 3, 2019.

There were no members of the public present. A summary of the items discussed at the public hearing is included below:

##### Site Plans and Building Elevation Plans

Commissioner Schussler asked if some of the documents required as part of petition applications could be included in the Plan Commission packets for the Plan Commission to review. Commissioner Schussler recommended that a copy of the traffic study, if required by the Land Development Code, always be included for the Commission to review. Additionally, Commissioner Schussler asked if the disclosure of ownership information could be included in order to help Commissioners determine if there are any conflicts of interest with the petitioner and they should abstain from voting on a project.

##### Sign Code

Staff provided an overview of the amendments to the Sign Code and clarified questions from the Commission. Commissioner Schussler asked if the Village is considering allowing electronic message board signs in the future. Commissioner Sanchez asked if the new regulations for Old Orland Historic District (Sign District #5) would require any businesses to alter their signs. Staff confirmed that any existing signs that do not meet code requirements would be subject to the regulations for non-conforming signs. All new signs would be required to meet the new code requirements.

##### Minor Modifications to Previously Approved LDC Amendments

Commissioner Zomparelli asked for clarification on Exhibit C - Table 6-302.C.1(A). The table only includes the beginning of the list of attached to the committee packet accessory uses that require clarification as part of the current code amendments. The remaining portion of the table will not be changed and will be included in the Land Development Code.

#### PLAN COMMISSION MOTION

On December 3, 2019, the Plan Commission moved, by a vote of 4-0, to recommend to the Village Board of Trustees to accept as findings of fact of the Plan Commission the findings of fact set forth in the staff report, dated December 3, 2019, and to approve the Land Development Code amendments for Section 2-102, Section 3-101, Section 5-101, Section 5-108, Section 5-112, Section 6-202, Section 6-209, Section 6-302, Section 6-304, Section 6-305, Section 6-307, Section 6-308, and Section 6-314, as presented in the attached to the committee packet Amendment Report titled "2020 Land Development Code Amendments I Amendment Report to the Plan Commission" and associated

exhibits, prepared by the Development Services Department and dated December 3, 2019.

No conditions of approval were added to the motion.

#### COMMITTEE OF THE WHOLE DISCUSSION

On December 16, 2019, this item was reviewed by the Committee of the Whole, recommended for approval and referred to the Village Board of Trustees. There was a brief discussion on the proposed sign code amendments and any changes to the Village's temporary signage regulations were proposed as part of the code amendment. Ed Lelo, Interim Director of the Development Services Department, noted that staff is working on an amendment to the temporary sign code regulations, which will be presented separately to the Village Board for consideration in the next couple of months. No changes were made to the proposed amendments.

#### COMMITTEE OF THE WHOLE MOTION

On December 16, 2019, the Committee of the Whole voted unanimously to recommend to the Village Board of Trustees to the Land Development Code amendments for Section 2-102, Section 3-101, Section 5-101, Section 5-108, Section 5-112, Section 6-202, Section 6-209, Section 6-302, Section 6-304, Section 6-305, Section 6-307, Section 6-308, and Section 6-314, as presented in the attached Amendment Report titled "2020 Land Development Code Amendments I Amendment Report to the Plan Commission" and associated exhibits, prepared by the Development Services Department and dated December 3, 2019.

This case is now before the Board of Trustees for final consideration.

Trustee Calandriello and Trustee Dodge had questions regarding this matter. (refer to audio file)

Interim Director Lelo responded to Trustee Calandriello's and Trustee Dodge's questions regarding this matter. (refer to audio file)

I move to recommend to the Village Board of Trustees approval of the 2020 Land Development Code Amendments I, as recommended at the December 3, 2019 Plan Commission meeting and as fully referenced below.

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

I move to recommend to the Village Board of Trustees to approve the Land Development Code amendments for Section 2-102, Section 3-101, Section 5-101, Section 5-108, Section 5-112, Section 6-202, Section 6-209, Section 6-302, Section 6-304, Section 6-305, Section 6-307, Section 6-308, and Section 6-314, as presented in the attached Amendment Report titled "2020 Land



Development Code Amendments I Amendment Report to the Plan Commission” and associated exhibits, prepared by the Development Services Department and dated December 3, 2019.

**A motion was made by Trustee Calandriello, seconded by Trustee Milani, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees.**

**The motion carried by the following vote:**

**Aye:** 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

### **2019-0892 Vintage Crossings Drainage**

Director of Programs and Engineering Services Khurshid Hoda reported that in the summer of this year (2019), Village staff received complaints about flooding concerns from residents of the Vintage Crossing neighborhood. The complaint included water ponding in their backyards and the sump pumps constantly running.

In order to understand the issue and potential causes, Village staff evaluated the existing site conditions in the subdivisions of Vintage Crossing and Fawn Ridge by visiting the site and reviewing original development design documents from early 2000 related to the site grading and stormwater system.

Based on our analysis of available information and site observations, Village staff came to the conclusion that the original design of the backyards may have been modified by individual property owners. The modifications include changing the backyard grading, adding storage sheds, adding fences, and other work done in the public utility and drainage easement without proper permits or approvals from the Village. These changes and additions eliminated/impacted swales in many areas and/or obstructed the flow of stormwater which is causing water ponding and concerns for potential flooding.

Earlier this year, Villas of Tall Grass, a residential development, started construction on its site which is located immediately west of Vintage Crossing and north of Fawn Ridge subdivisions. As part of their stormwater management system, the developer built berms west of Vintage Crossing and north of Fawn Ridge subdivisions. Prior to the construction of Tall Grass berms, stormwater from Vintage Crossing and Fawn Ridge subdivisions was releasing into Tall Grass site. After construction of berms and absence/obstruction of swales in Vintage Crossing and Fawn Ridge subdivisions, stormwater is unable to find its way to the several inlets and detention pond designed to manage stormwater for these two subdivisions. Villas of Tall Grass site cannot be used as stormwater basin for the neighboring subdivisions. The Vintage Crossing and Fawn Ridge swales and grades must be reestablished to allow stormwater to flow as designed.

On October 9, 2019, the Village informed property owners via a certified letter about potential flooding issues in the two subdivisions. The Village invited all affected property owners to attend a meeting at the Village Hall on October 24, 2019 at 6:00 PM to discuss the issues and possible solutions. Two property owners attended this meeting. After the meeting, the Village conducted additional studies, including backyard grading surveys conducted by a licensed surveyor on November 12 and 13, 2019. Based on this grading survey, visual observations of backyards, and reviews of original development design documents, Village staff came to the conclusion that all affected properties (at varying levels) are in violation of Ordinance 6-409.E.16.c of the Village's Land Development Code. The referenced ordinance states that, "No lot shall be allowed to divert, modify, or change grade elevations from an approved engineering drawing without approval from the Director of Engineering."

The Village has been diligently exploring cost effective and least interruptive solutions for the above issue. The Village retained DesignTek Engineering, Inc., of Mokena, Illinois to study and prepare a drainage design that will allow stormwater to flow in the swale through Vintage Crossing and Fawn Ridge subdivisions and eliminate concerns for flooding. DesignTek submitted their design to the Village and staff agrees with their solution. The design will work as long as the backyard grades and swales are maintained and storm inlets are kept open.

To implement the designed solution at a lower cost with the least interruption, the engineering staff has been able to negotiate two concessions with the Villas of Tall Grass developer, Marth Construction (Marth). Marth has agreed to allow construction access from Tall Grass site and absorb construction spoils in their site without any cost to the property owners of Vintage Crossing and Fawn Ridge. However, they require that grading and swale work be completed by March 31, 2020 as Marth has plans to start backyard landscape work in their development in April 2020. After March 31, construction access from Tall Grass to Village Crossing and Fawn Ridge will not be available.

Staff is recommending that all affected property owners take advantage of Marth Construction's offer and collectively pay for the solution. The two concessions (construction access and absorption of spoils) offer significant cost savings and convenience to property owners in terms of reduced construction costs, no to minimal damage to their front, side, and back yards, disposal of spoils, trucking and equipment costs, and other related costs/impact related with this solution. The Village is willing to act as a point of contact and liaison between the contractor and property owners, which offers additional savings to the property owners.

To implement the solution developed by the Village and its consultant, the property owners will be required to remove all items from the backyard drainage easement including sheds, fences, vegetable gardens, etc. After grading work is complete, property owners will also be responsible to repair backyards including landscaping, grass, etc. while maintaining the grades and swales in the drainage

easement. All of these items will be completed by property owners at their expense.

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

Director Hoda and Mayor Pekau responded to Trustee Dodge's comments and questions. (refer to audio file)

Village Manager Koczwara had comments regarding this matter. (refer to audio file)

For discussion only. When a final solution is developed and accepted by the property owners, staff will recommend an appropriate action/motion at a later date.

**This item was for discussion only. NO ACTION was required.**

**2019-0925 Agenda Initiative - Introduction of a Resolution requesting the Federal Communications Commission (FCC) and the Illinois Attorney General to enforce the laws regarding robocalls**

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

Agenda Initiatives include (1) the expenditure of money; (2) modifications to the Village Code; (3) formation/modification of Village policies; (4) the introduction of an ordinance or resolution; (5) the formation/modification of committees; (6) budget changes and/or (7) the appropriation of Village/Legal staff time.

**Proposed Initiative**

Trustee Healy has requested that a Resolution be drafted and brought forward to the Board of Trustees requesting that the Federal Communications Commission (FCC) and the Illinois Attorney General enforce the laws regarding robocalls.

Trustee Healy, Trustee Milani and Mayor Pekau had comments regarding this matter. (refer to audio file)

I move to recommend that a Resolution be drafted and brought forward to the Board of Trustees requesting that the Federal Communications Commission (FCC) and the Illinois Attorney General enforce the laws regarding robocalls.

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

**Aye:** 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

### **NON-SCHEDULED CITIZENS & VISITORS**

Jennifer Czerwonka, Chris Stefanos, Bonnie Masino and Andrew Brennan addressed the committee regarding the Orland Park Pioneers. (refer to audio file)

### **ADJOURNMENT: 7:13 P.M.**

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

**Aye:** 8 - President Pekau, Village Clerk Mehalek, Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, and Trustee Milani

**Nay:** 0

**2020-0005 Audio Recording for the December 16, 2019 Committee of the Whole Meeting**

**NO ACTION**

**/AB**

Respectfully Submitted,

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**John C. Mehalek, Village Clerk**

## **REQUEST FOR ACTION REPORT**

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

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### **BACKGROUND:**

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

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

#### **..Recommended Action/Motion**

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

And

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

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to recommend to the Village Board to approve the Intergovernmental Agreement between the Will

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

And

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

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**GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA SHARING & LICENSING**

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE WILL COUNTY EMERGENCY TELEPHONE SYSTEM**

**AND**

**VILLAGE OF ORLAND PARK**

This Intergovernmental Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the WILL COUNTY ETSB, hereinafter referred to as the ETSB, an entity established by resolution of the County Board of WILL COUNTY, a body corporate and politic, with the ETSB's principal offices at 16911 W. Laraway Road, Suite #102, Joliet, IL 60433 and the VILLAGE OF ORLAND PARK, ON BEHALF OF THE ORLAND PARK POLICE DEPARTMENT, hereinafter referred to as the AGENCY, a public agency with their office at 15100 RAVINIA AVE, ORLAND PARK, ILLINOIS 60462.

**RECITALS**

**WHEREAS**, the ETSB and the AGENCY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (1996), as amended, and

**WHEREAS**, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the state to exercise, combine or transfer any power or function; and

**WHEREAS**, the ETSB and the AGENCY desire to establish and maintain a legal relationship which will ensure adequate coordination of the development of their respective Geographic Information System programs, hereinafter referred to as "GIS program"; and

**WHEREAS**, the ETSB and the AGENCY seek agreement on how digital data sets maintained by each unit of government shall be made available for use in their respective GIS programs; and

**WHEREAS**, the ETSB and the AGENCY have elected to cooperate with each other by coordinating the development of common definitions, database designs and metadata standards to facilitate mutual sharing of data sets; and

**WHEREAS**, the ETSB and the AGENCY shall review their GIS programs cooperatively to promote the development of compatible hardware and software systems.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the parties agree as follows:

## **Section 1      Recitals Incorporated.**

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

## **Section 2      Terms of This Agreement.**

2.0      This Agreement shall be in effect after its execution by the parties through January 1<sup>st</sup>, 2021 and shall be automatically renewed for successive one-year periods, without further written agreements.

## **Section 3      Duties of the ETSB.**

3.1      The ETSB hereby provides the AGENCY with a data license to use certain specified data sets listed below for the area covered by their geographic jurisdiction:

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

3.2      The list may be expanded in the future to include the available data sets that AGENCY requests.

3.3      The parties agree to utilize their own resources, including the expenditure of their own funds, in pursuing these objectives.

## **Section 4      Duties of the AGENCY.**

4.1      The AGENCY hereby provides the ETSB with a data license to use the following data sets:

- None Requested

4.2      The list may be expanded in the future to include the available data sets that the ETSB requests.

4.3      The parties agree to utilize their own resources, including the expenditure of their own funds, in pursuing these objectives.

## **Section 5      Distribution.**

5.1      Digital data will be provided electronically via file share or email when practicable. Large data sets may be provided on CD, DVD, or flash drive media in a format compatible with the ETSB's GIS system.

## **Section 6      Schedule.**

6.1      Both parties will deliver the data sets described in Sections 3 and 4 above no later than 30 days after final approval of this agreement.

## **Section 7      Warranty Disclaimer.**

7.1      Both parties make no warranty or guarantee concerning the accuracy of the information described in Sections 3 and 4 above. Both parties further make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, correctness or the fitness of the data sets.



Neither party accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such data sets for a particular purpose.

**Section 8 Indemnification.**

- 8.1 By receiving the GIS data sets provided by each other, both parties agree that they are being provided a limited, non-exclusive license to the data sets described in Section 3 and 4 above, to defend and indemnify and hold each other, their agents and employees, harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees and patent infringement, arising out of or in any way connected with the ETSB's or the AGENCY's use of the information described in Sections 3 and 4 above.

**Section 9 Warranty Disclaimer.**

- 9.1 Both parties make no warranty or guarantee concerning the accuracy of the information in the data sets described in Sections 3 and 4 above. Both parties further make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, correctness or the fitness of the data sets. Neither party accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such data sets for a particular purpose.

**Section 10 Confidentiality.**

- 10.1 With each transmission of data components, the AGENCY and the ETSB shall each clearly designate which information is confidential and/or proprietary, and both parties agree to respect all designated confidentiality and proprietary issues except as may be mandated by state or federal law.
- 10.2 Both parties agree not to obscure, alter, or remove any notices concerning confidentiality, ownership, copyright, trademark, or other proprietary rights from any GIS data provided under this agreement.

**Section 11 Protection of Proprietary Rights.**

- 11.1 Both parties agree that the data sets are to be retained solely by the other party for the purpose(s) for which it (they) were requested, and are not to be sold, leased, copied, loaned, or transferred, whole or in part to any third parties unless specifically authorized in writing by ETSB. Any reproduction, retransmission or redistribution of the data sets, described in Sections 3 and 4 above, outside of each party's organization is expressly forbidden.
- 11.2 Both parties understand that this Agreement does not constitute a sale of any title or interest in the data sets exchanged and both parties reserve all rights not expressly granted to the party receiving

the data sets. The data sets are protected by the copyright laws of the United States and are being furnished with all rights reserved.

- 11.3 Any portions of the data set that is modified or merged into another computer file or program by the other party, or as may be integrated with other programs or data to form a derivative product, shall continue to be subject to the provisions of this Agreement.
- 11.4 Both parties agree that any publications, compilations, or derivative works using the digital geographic data set of the other party must include an acknowledgement of the party that supplied the data set.
- 11.5 If one party receives a FOIA or other information request from a third party for the data set of the other party, they agree to forward the request or demand for such information to that party for determination and appropriate action.

## **Section 12      Entire Agreement.**

- 12.1 This Agreement represents the entire agreement between the parties with respect to the sharing of GIS program data and supersedes all previous communications or understandings whether oral or written.

## **Section 13      Notices.**

- 13.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time if it is personally delivered, mailed by certified mail, or sent via electronic mail with return receipt requested, to the party's specified address. The address of each party is as specified below and either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this subsection.

### **FOR THE ETSB**

Anthony Marzano  
Chief Administrator / CEO  
16911 W. Laraway Road  
Suite 102  
Joliet, IL 60433  
amarzano@willcounty9-1-1.com

### **FOR THE AGENCY**

George Koczwar  
Village Manager  
Village of Orland Park  
14700 Ravinia Ave  
Orland Park, IL 60462  
[gkoczwar@orlandpark.org](mailto:gkoczwar@orlandpark.org)  
cc: ssutherland@orlandpark.org

**Section 14      Amendment, Modification or Termination of This Agreement.**

- 14.1      No modification or amendment to this Agreement shall be effective until approved by the parties in writing.
- 14.2      Either party may terminate this Agreement at will.
- 14.3      Both parties agree that a minimum of thirty (30) days written notification shall be provided by the terminating party stating the intent to terminate the Agreement.

**Section 15      Non-Assignment.**

- 15.1      This Agreement shall not be assigned by either party.

**Section 16      Governing Law.**

- 16.1      This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 16.2      The venue for any legal action arising out of this agreement shall be the 12<sup>th</sup> Judicial Circuit, Will County, Illinois.
- 16.3      AGENCY and the ETSB agree that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal and State civil rights laws, rules, regulations, policies, and anti-discrimination laws.

**Section 17      Captions and Paragraph Headings.**

- 17.1      Captions and paragraph headings are for convenience only and are not part of this Agreement and shall not be used in construing it.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they are authorized to execute this agreement on behalf of their organization, have completely read and fully understand the terms of this agreement, and intend to be bound by said terms.

**VILLAGE OF ORLAND PARK**

**WILL COUNTY ETSB**

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George Koczwaro,  
Village Manager

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Anthony Marzano,  
Chief Administrator / CEO

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Date

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Date

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2020-0010</b>
Orig. Department:	<b>Development Services Department</b>
File Name:	<b>151st Street, Phase III Engineering Services, Consultant Recommendation</b>

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### **BACKGROUND:**

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

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

#### **Request for Proposals and Scope of Services**

A Request for Proposals (RFP) for "151<sup>st</sup> Street from West Avenue to Ravinia Avenue, Phase III - Construction Engineering Services" was issued on November 8, 2019. The following Scope of Services was included in the RFP:

- Provide full time resident engineering and inspection services during the construction of the improvements to ensure that the project is constructed in accordance with the approved plans, specifications and federal funding requirements.
  - Communicate with residents and businesses on the Village's behalf regarding the construction operations and schedules. Attend public information meetings, if required.
  - Maintain a daily record (log) and Inspector Daily Reports (IDRs) of the contractor's activities throughout construction, including documenting sufficient information to permit verification of the nature and cost of changes in plans and authorized additional work. All documents must be in accordance with federal, state, and local requirements. IDRs shall be submitted to the Village on a weekly basis.
  - Provide digital construction photographs documenting progress of the work. The photographs shall be taken at appropriate intervals (at least twice a week) to show and document meaningful construction progress.
  - The resident engineer or other personnel shall be prepared to answer the needs of the residents and businesses via telephone, email and/or in-person. These activities shall consist of, but are not limited to, answering phone calls, receiving and sending e-mails, and contacting/meeting the residents or business owners to ensure resolution. This work shall be performed in a timely manner as determined by the Village and situational needs.
  - Conduct weekly meetings with the contractor and Village representative on the project and all interested parties to discuss the progress of the project and other matters requiring discussion and resolution. Prepare and distribute meeting minutes.
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- In response to RFIs and if needed, prepare details or sketches to assist contractor with construction related questions.
- Revise contract drawings to reflect as-built conditions for the project. At the completion of the project, provide the Village with electronic CAD files of the as-built drawings.
- Measure quantities and maintain project documentation of the quantities to meet all federal, state, and local standards, specifications and requirements. Prepare and submit to the Village all required partial and final pay estimates, change orders, records and reports.
- Provide material QA/QC as required per IDOT Standard Specifications.
- Review and approve material cut sheets and shop drawings.
- Monitor contractor's work and construction layout and traffic control.
- Coordinate with utilities (Village and outside companies) as necessary.
- Coordinate all construction related details with the Village and all other related parties.

### **Evaluation Criteria**

The following evaluation criteria were established in the RFP:

- Total professional fees including reimbursable expenses - **40%**
- Combination of the following items - **30%**
  - Resident Engineer's (RE) and Firm's past working experience for Phase III - Construction Engineering Services related with federal funding, IDOT's policies and procedures, and IDOT's Local Agency representatives.
  - RE's past working experience related with infrastructure elements, utility coordination or relocation, traffic signal construction and/or water main projects.
  - RE's and Firm's experience with roundabout design and/or construction.
- Overall proposal completeness and overall project understanding including potential project challenges - **20%**
- Selection team's discretion - **10%**

### **RFP Responses and Evaluation**

RFP responses were received on December 6, 2019 with eight consulting firms submitting their responses. All eight submittals were considered "responsive" responses by the Finance Department. The Village formed a three member Selection Committee to evaluate, rate and conduct interviews. The following are the members of the Selection Committee:

- Greg Summers - Assistant Village Manager
- Rich Rittenbacher - Interim Director, Public Works
- Khurshid Hoda - Director, Programs and Engineering Services

The following is summary of hourly rates, number of hours, and total professional fees submitted by each firm:

<b><u>Firm Name</u></b>	<b><u>Number of Hours</u></b>	<b><u>Average Hourly Rate</u></b>	<b><u>Professional Fees</u></b>
Baxter & Woodman, Inc.	3,318	\$119.63	\$396,928
Engineering Resource Assoc.	2,216	\$126.03	\$279,285
Civiltech Engineering, Inc.	3,366	\$142.53	\$479,744
Christopher B. Burke Engineering	2,200	\$142.38	\$313,242
Strand Associates	3,156	\$144.67	\$456,571
Robinson Engineering, Ltd.	2,104	\$144.38	\$303,786
V3 Companies, Ltd.	2,180	\$159.17	\$347,000
Thomas Engineering Group	3,078	\$161.26	\$496,571

Using the Village team's experience with other similar projects including the recently completed

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roadway, landscaping and roundabout work at Ravinia Avenue and 147<sup>th</sup> Street, it was estimated that a 151<sup>st</sup> Street project would require approximately 3,200 to hours. In the hours estimate, the Village team considered the possible impact of bad weather (i.e., extension of construction schedule) and the possibility of project extending into 2021 construction season.

Based on the evaluation criteria established in the RFP (mentioned above), the Selection Committee created a shortlist of four firms and invited them for interviews on December 20, 2019. The following four firms were invited for the interviews:

- Baxter & Woodman, Inc.
- Civiltech Engineering, Inc.
- Christopher B. Burke Engineering
- Strand Associates

After the interviews were conducted, the Selection Committee again scored the shortlisted firms and reapplied the evaluation criteria defined in the RFP. The rescoring was based on previously submitted/collected information/knowledge, firms' performances during the interviews, and experience of project manager, resident engineer, and field technicians.

Therefore, based on the evaluation criteria established in the RFP, review of submittals, qualifications, professional references, interview results, working experience of project manager, resident engineer, and field technicians with IDOT, and with the lowest average hourly rate with the hours required to complete the project, the Selection Committee unanimously recommends accepting Baxter and Woodman's proposal. The Selection Committee also recommends adding approximately 7.5% (\$30,000) in contingency funds to address unforeseen elements in underground utilities, delays due to weather, changes in project requirements, addressing property owners and stakeholders' requests, and other related items. The Baxter and Woodman contract will be an hourly-to-max type contract. Therefore, contract and contingency funds will only be spent if the hours are required by the project.

## **BUDGET IMPACT:**

Sufficient funds are available in the Capital Improvement Fund for Phase III Construction Engineering services.

## **REQUESTED ACTION:**

I move to recommend to the Village Board to approve the proposal from Baxter and Woodman, Ltd. for the 151<sup>st</sup> Street Improvements, Phase III Construction Engineering Services in an amount not to exceed \$396,928;

and

I move to recommend to the Village Board to approve \$30,000 as a line item in Baxter and Woodman's contract as contingency funds which shall only be used by prior authorization from the Village Manager;

and

I move to authorize the Village Manager to execute an agreement with Baxter and Woodman, Ltd., pending Village Attorney review, in the total not to exceed the amount of \$426,928.

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